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.

May 12, 2026 **5:00 PM** **Smyrna Town Hall**

1. Call to Order

Prayer: Smyrna Police Department Chaplain, Tim York

Pledge of Allegiance: Smyrna Fire Department Chief, Brian Goss

2. Roll Call

3. Approval or Correction of Minutes

The April 14, 2026, regular meeting, the April 28, 2026, special-called meeting, the April 30, 2026, quarterly joint meeting between Town Council and Planning Commission, and the April 30, 2026, workshop meeting of the Town Council.

4. Awards and Recognitions

2026 Receipients of Capt. Jeff Kuss USMC Memorial Scholarship
Class of 2026 Citizens Academy Graduates

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 a professional services agreement with Gallagher Benefit Services, Inc. for employee health plan and benefits consulting services effective January 1, 2026.

b. Approval of the terms of, and authorization for the Mayor to execute, a contract with the Department of Commerce and Insurance with the State of Tennessee.

c. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Chime Master to replace the clock mechanism for the Town of Smyrna Event Center.

d. Approval of the Smyrna Police Department's Standard Operating Policy relative to a Crime Suppression Unit.

e. Approval of the terms of, and authorization for the Mayor to execute a biennial contract with Tennessee Department of Transportation (TDOT) for litter pick-up, mowing, street sweeping, and road repairs.

f. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Capital City Construction for reconstruction of the retaining wall and guardrail along Industrial Drive.

g. Approval of the terms of, and authorization for the Mayor to execute, a contract with Blankenship CPA Group, PLLC, for audit services for the year ending June 30, 2026.

h. Approval of the terms of, and authorization for the Mayor to execute, a contract for the purchase of a Pierce custom Enforcer Walk-In Rescue apparatus for the Fire Department.

i. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Boozer & Company for appraisal services to purchase property around the Water Treatment Plant for a future plant expansion.

6. Old Business

a. **PUBLIC HEARING**: Consideration of an Ordinance relative to an update to the Sewer Use Ordinance.

b. **PUBLIC HEARING**: 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.

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 relative to the annexation and I-2 zoning of property on Tax Map 50, Parcel 13.02 requested by Smyrna River of Life Assembly of God containing 54.5 acres. The property is located at 8200

Safari Drive.

3. Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article III, Section 3.180 regarding fences in residential districts.

4. Consideration of a recommendation from the Planning Commission to call the money held in escrow for Elite Development Partnership for Section I, Phase I of the Rooker's Bend development.

b. Consideration of an Ordinance adopting the budget for fiscal year 2026-2027.

c. Consideration of an Ordinance to approve year-end budget amendments for Fiscal Year 2026.

d. Consideration of an Ordinance adopting the property tax rate for fiscal year 2026-2027.

e. Consideration of an Ordinance adjusting the pay for the Town Court Clerk.

f. Consideration of an Ordinance updating Municipal Code Title 7: Fire Protection and Fireworks, Chapter 5: Open Burning, Subsections 7-501—7-509.

g. Consideration of an Employment Agreement with Kyle Evans for the Town Attorney position.

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

Approval of Settlement Terms in Town of Smyrna v. Keller North America, Inc. ("Keller")

10. Status Reports

March State Shared and Local Sales Tax.

11. Correspondence & Announcements

12. Adjournment

TOWN OF SMYRNA

TOWN COUNCIL MEETING

MINUTES

April 14, 2026 **5:00 PM**

Smyrna Town Hall

1. Call to Order

Mayor Reed called the meeting to order at 5:00PM.

Prayer: Smyrna Police Department Chaplain, Tim York

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

Pledge of Allegiance: Town Attorney, Jeff Peach

The Pledge of Allegiance was led by Town Attorney, Jeff Peach.

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

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.

Following a review of the minutes of the 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. Vice-Mayor Marc Adkins made a motion to approve the minutes; the motion was duly seconded by Council Member Jerome Dempsey. The motion was approved 7-0.

4. Awards and Recognitions

Proclamation for Senior Citizens Day

Fran Dunne, Executive Director at the Senior Activity Center of Smyrna, accepted a Proclamation on behalf of Senior Citizens Day 2026.

5. Consent Agenda

The following Consent Agenda items were next presented for consideration by the Town Council. Following discussion, Council Member Jerome Dempsey made a motion to approve the Consent Agenda items; the motion was duly seconded by Council Member Steve Sullivan. The motion was 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 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.

5.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.

5.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.

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

6. Old Business

6.a. PUBLIC HEARING: 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 second and final reading an Ordinance amending the Smyrna Municipal Code Title 7 relative to the adoption of the 2024 International Fire Code.

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 HG Cole 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 “2.” (Ordinance #26-17)

7. New Business

7.a. Planning Commission Report

7.a.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.

The Town Council next considered on first reading 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. The recommendation of the Planning Commission was that the request be approved with three (3) 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.

Following discussion, Council Member HG Cole made a motion to approve the Ordinance on first reading, including the conditions provided by staff, as well as confirming an agreement with the church for use of the private drive and subject to the elevations on the road and the bank meeting design review. Following further discussion, prior to receiving a second to the motion, Council Member H.G. Cole requested to withdraw his motion for approval and subsequently made a motion to defer the Ordinance on first reading until such time that all conditional discussion items have been resolved. Council Member Gerry Short seconded the motion to defer this item on first reading. The motion to defer was unanimously approved.

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 “3.” (Ordinance #26-15)

7.a.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.

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

Following discussion, Council Member Gerry Short made a motion to approve the Ordinance on first 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 first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “4.” (Ordinance #26-23)

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

The Town Council next considered a Resolution revising the updated Town of Smyrna logo.

Following discussion, Council Member Jerome Dempsey made a motion to approve the Resolution. The motion was duly seconded by Council Member Racquel Peebles. 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 "5." (Resolution #26-10)

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

The Town Council next considered on first reading an Ordinance relative to an update to the Sewer Use Ordinance.

Following discussion, Vice-Mayor Marc Adkins made a motion to approve the Ordinance on first 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 first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "6." (Ordinance #26-22)

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

The Town Council next appointed sole applicant, Wayne Blair, to serve a three (3) year term on the Board of Zoning Appeals ending in 2029. This appointment was confirmed unanimously.

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

Mayor Reed next nominated applicant, Gregory Creasey, to serve an unexpired term ending in 2028. This nomination was confirmed unanimously by Town Council.

8. Public Comment

The following three citizens spoke under public comment:
Thomas Crow and Pat Selley relative to Lake Farms subdivision, and Kathryn Taylor relative to speed humps and traffic concerns/safety issues.

9. Other

At this time, Council Member Racquel Peebles requested Town Planner, Kevin Rigsby, to discuss the status of the Comprehensive Plan and Steering Committee selection. There was no other new business before the Council at this time.

10. Status Reports

February State Shared & Local Sales Tax

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

11. Correspondence & Announcements

At this time, Utilities Director, Mike Strange, made an announcement relative to an emergency purchase of a pump motor that was faulting out at Mason Tucker Booster Station for the Water Treatment Plant. This is critical to continue supplying water to the Sam Ridley corridor, including the hospital. Utilities ordered a new pump and is having the existing pump reworked to keep it as a spare because the 2nd pump is also 18 years old. Details: Vendor: Southwest Electric Company Cost: $34,531.00.

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

12. Adjournment

Without objection, the meeting was adjourned at 6:35PM.

Town of Smyrna, Tennessee

_____

Mary Esther Reed, Mayor

Attest:

_____

Amber Hobbs, Town Clerk

TOWN OF SMYRNA

TOWN COUNCIL
SPECIAL-CALLED MEETING

MINUTES

April 28, 2026 **8:00 AM**

Smyrna Town Hall

1. Call to Order

The Town Council of the Town of Smyrna, Rutherford County, Tennessee, met in a special called session at 8:00 a.m. on April 28, 2026, at Town Hall with Mary Esther Reed, Mayor, presiding.

Mayor Mary Esther Reed called the meeting to order at 8:09 AM.

The following Town Council Members were present:

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

Council Member Jerome Dempsey was not present for this meeting in person, but listened in by telephone, without participating in a vote.

In addition to members of the Town Council, Town Manager, David Santucci, Town Attorney, Jeffrey Peach, Human Resources Director, Jeff Craig, and Town Clerk, Amber Hobbs, were present, as well as various other Town of Smyrna staff and citizens.

2. New Business

Interview & Presentations with Finalist Candidates for the Town Attorney position.

After discussion of the presentation and interview of two (2) candidates for the Town Attorney position, Council Member Steve Sullivan made a motion to initiate making a contingent offer to candidate Kyle Evans to include negotiating a beginning salary range of $185,000-$193,000, a $7,200 annual vehicle allowance, and up to two (2) weeks of Paid Time Off upon start date. Vice-Mayor Marc Adkins seconded the motion. After further discussion, the motion was approved unanimously. Council tasked Town Attorney, Jeff Peach, and Human Resources Director, Jeff Craig, with communicating

directly with Mr. Evans to draft terms of an employment agreement using the parameters provided by council. Once an agreement is met, the signed Employment Agreement will be brought before council for final approval through a regular meeting.

Budget Retreat Follow-Up.

Next, Town Manager, David Santucci, and Director of Finance, Sierra Lowry, presented the Town Council with recommended changes to the proposed budget for Fiscal Year 2026-2027 following the annual budget retreat.

3. Public Comment

There were no public comments at this time.

4. Other

Council Member Racquel Peebles requested to discuss the Comprehensive Plan Survey, specifically how survey questions were selected.

5. Adjournment

There being no further business before the Council, the meeting was adjourned at 2:52 PM.

Town of Smyrna, Tennessee

_____

Mary Esther Reed, Mayor

Attest:

_____

Amber Hobbs, Town Clerk

TOWN OF SMYRNA

TOWN COUNCIL
& PLANNING COMMISSION
JOINT MEETING

MINUTES

April 30, 2026 **3:00 PM**

Smyrna Town Hall

1. Call to Order

Mayor Reed called the meeting to order at 03:05 PM. The following members of the Town Council were present: Mayor Mary Esther Reed, Vice-Mayor Marc Adkins, and Council Members H.G. Cole, Gerry Short, Jerome Dempsey, and Steve Sullivan. Council Member Racquel Peebles was not present for this meeting.

In addition to the Town Council members, the following members of the Municipal Planning Commission were in attendance: Charles Scurr, Ken Hill, Scott Demonbreun, Tim Morrell, and Vanessa Haley.

2. Items for Discussion

The following items and regulations were discussed between members of the Town Council and the Planning Commission:

2.a. Mobile Food Vendors

2.b. Auto Repair Screening Update

2.c. Property Maintenance Update

2.d. Detached Accessory Building Square Footage

2.e. Tree Ordinance/Landscaping Requirements

2.f. Non-Residential Primary Exterior Materials

Due to time restriction, Item 2.f. was not discussed at this meeting.

3. Public Comment

There was no public comment at this time.

4. Other

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

5. Adjournment

Without objection, the meeting was adjourned at 4:48 PM.

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 APRIL 30, 2026

The Town Council of the Town of Smyrna, Rutherford County, Tennessee, met in a work session at 5:00 p.m. on April 30, 2026, at Town Hall to discuss various agenda items. The following Town Council Members were present:

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

Council Member Racquel Peebles was not present for this meeting. In addition to the members of the Town Council, various staff members, citizens and members of the media attended.

Following discussion of the agenda items, Fire Chief Goss, made an emergency purchase announcement with Safe Industries in the amount of $29,041.27 relative to an apparatus rear axle & differential repair. Also, Tom Rose, Director of Public Works, made an emergency purchase announcement with R&C Construction Co., Inc. in the amount of $15,500 for the removal and replacement of a damaged guardrail near 205 Hazelwood Drive.

Following further discussion, without objection, the meeting was adjourned at 6:48 p.m.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 5.a.
Department: Human Resources

Date: May 12, 2026

Subject:
Approval of a professional services agreement with Gallagher Benefit Services, Inc. for employee health plan and benefits consulting services effective January 1, 2026.

Fiscal Impact:
@ $119,556. Contract is for $20.50 per employee per month (PEPM). This is currently a budgeted item. 129-41000-290

Contract Type:
Original Contract

Contract Term (if applicable):
1 year contract with auto-renewal available. Annual escalation is capped at 3% annually after year 1.

Background:
The Town of Smyrna requires professional actuarial and brokerage expertise to manage its employee benefit programs. The Town of Smyrna has previously worked with Bernard Health for health insurance and other benefit-related consulting services. We were very pleased with our experience with them. Bernard Health's consulting services were acquired by Gallagher in 2025, and we were able to retain our account manager in the process. The contract being presented for approval is the first contract formally with Gallagher.

Summary:
This agreement engages Gallagher to oversee the Town's health insurance renewals, financial tracking, and regulatory compliance. The contract follows a standard professional services format with a clear scope of work aimed at controlling healthcare costs and ensuring the Town's employees receive high-quality benefit support. Scope of services includes Financial Modeling & Renewal Analysis, Plan Performance tracking, Market Negotiations, Compliance Oversight, and Employee support.

Recommended Council Action:
Staff recommends approval by the Town Council authorizing the Mayor to execute a professional services agreement with **Gallagher Benefit Services, Inc.** for employee

health plan and benefits consulting services effective January 1, 2026.

Attachments:

1. Gallagher Consulting Agreement 2026

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made by and between Gallagher Benefit Services, Inc., ("**Gallagher**") and Town of Smyrna ("**Client**").

Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, Client and Gallagher agree as follows:

1. Engagement of Services

Client hereby engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor for Client.

2. Term and Termination

The Effective Date of this Agreement is January 01, 2026. The term of Gallagher's engagement under this Agreement (the "**Consulting Period**") will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date. Either party may terminate this Agreement by giving the other party at least ninety (90) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Compensation

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fees paid by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable, if any, to it by each insurance company at the time it presents rates to Client. The parties hereby agree that any Direct Client Fees for Consulting Services specified under Exhibit B shall be increased by an amount not to exceed three percent (3%) annually after the initial Consulting Period under this Agreement, unless otherwise agreed to by Gallagher. Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement.

4. Performance and Scope

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker

acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher may coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher does not accept any fiduciary duties or obligations with respect to a plan as these remain the duties and obligations of the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law. Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and Federal securities laws and implementing regulations) and, to the extent that Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor to Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited to insure Client's risks. Therefore, Client, in its sole and absolute discretion, remains responsible for its choice of insurance company, and all risks associated with Client's choice, including but not limited to the company's financial solvency or security. Gallagher does not guarantee, nor does it assume any responsibility for Client's decisions or its final choice of insurance company, as all such decisions and risks are outside of Gallagher's control.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. To the extent any additional administrative, claims representative or other services are required, the parties may enter into a separate agreement covering such additional services.

5. Confidentiality

(a) Confidential Information.

(i) As used in this Agreement, "**Confidential Information**" means any nonpublic, proprietary or personal data and information furnished by either party or its agents or

representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement. As part of the services Gallagher offers for the benefit of its clients, Client understands that Gallagher may de-identify and aggregate client confidential information such that no information may reasonably be linked to any client or any specific individual, and may use such information for conducting data analytics, benchmarking, service enhancements, or similar business purposes.

(ii) The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

(iii) Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

(b) HIPAA Privacy. Gallagher and Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, Client, as a representative of the health plans, and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. Neither party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without the other party's prior written consent. Except as may be required by law, neither party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

6. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party agrees to defend, indemnify and hold the other party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying party's: (i) grossly negligent acts or omissions, or (ii) intentional and willful misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

(b) LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, EACH PARTY SHALL ONLY BE LIABLE FOR ACTUAL, DIRECT DAMAGES INCURRED BY THE OTHER PARTY, AND SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THEIR EXISTENCE, (WHETHER INCURRED IN A DISPUTE OR AN ACTION AGAINST THE OTHER, OR AS ALLEGED DAMAGES THAT ANY PARTY INCURRED IN ANY INSURANCE COVERAGE DISPUTE, OR OTHERWISE). FURTHERMORE,

UNLESS OTHERWISE NOTED IN EXHIBIT A, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT, IF ANY, OF EITHER PARTY TO THE OTHER FOR CLAIMED LOSSES OR DAMAGES SHALL NOT EXCEED $1,000,000. THIS PROVISION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM (TORT, CONTRACT, STATUTORY, OR OTHERWISE), ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER MAY BE BROUGHT BY EITHER PARTY ANY LATER THAN TWO (2) YEARS AFTER THE ACCRUAL OF SUCH CLAIM OR CAUSE OF ACTION.

7. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: Town Of Smyrna
Attention: Jeff Craig, Human Resources Director
315 S Lowry St
Smyrna, Tennessee 37167-3416

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Kevin Mattice, Area President
8 Cadillac Drive, Suite 200
Brentwood, TN 37027

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of Client, this Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

(g) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

(h) Assignment. This Agreement shall apply to and bind the successors and assigns of the parties hereto, including, in the event of a party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either party, except with the prior written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such party's obligations hereunder.

(i) Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the parties hereto and delivered to the other party.

(j) Survival of Provisions. Sections 3, 5, 6, and 8 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates specified below.

Town Of Smyrna

By: _____

Name: Jeff Craig

Title: Human Resources Director

Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: Kevin Mattice

Title: Area President

Date: February 15, 2026

EXHIBIT A
SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an "as needed" basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (**FREQUENCY TO BE MUTUALLY AGREED UPON**)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report

- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND REGULATORY COMPLIANCE SUPPORT:

- Provide legislative updates, including Compliance Alerts, Webinars, Technical Bulletins and Directions newsletter
- Evaluate plan design to assist with compliance with state and federal regulations
- Provide general information and guidance to assist with compliance with ERISA, ACA, COBRA, HIPAA and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE:

- Provide assistance to Client's HR/benefits contacts to help with resolving carrier service issues
- Coordinate and participate in annual service meetings with Client and select carriers

EMPLOYEE EDUCATION PROGRAMS:

Educational meetings at Open Enrollment

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan "best practices" to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

MERGER AND ACQUISITION:

- Project claim liability and cost implications of active employee health & welfare benefits plan integration or consolidation, as requested by Client
- Provide coverage comparison analysis and recommendations as to plan design, carrier selections and funding mechanisms
- Provide disruption analysis reports
- Assist with employee meetings to introduce integrated program(s) or plan changes

EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT

Line of Coverage / Service	Company	Commission[1]	Third Party Compensation	Direct Client Fees[2]	Effective Date
Consulting Fee	Gallagher	N/A	N/A	$20.50 PEPM	01/01/26
Medical	Cigna	0%	N/A	N/A	01/01/26
Dental	Cigna	0%	N/A	N/A	01/01/26
Vision	Cigna	0%	N/A	N/A	01/01/26
Life and AD&D	New York Life	0%	N/A	N/A	01/01/26
Supplemental Life	New York Life	0%	N/A	N/A	01/01/26
Employer Paid Short Term Disability	New York Life	0%	N/A	N/A	01/01/26
Employer Paid Long Term Disability	New York Life	0%	N/A	N/A	01/01/26
Group Accident	Guardian	20%	N/A	N/A	01/01/26
Group Critical Illness	Guardian	20%	N/A	N/A	01/01/26
Cancer Only	Guardian	20%	N/A	N/A	01/01/26
Identity Theft	InfoArmor	0%	N/A	N/A	01/01/26

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is affecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).
- Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct.

[1] Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

[2] Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and/or vendor services and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24[3], which protects both Client and Gallagher[4], and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Disclosure must be made to responsible plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/us/about-us/disclosures. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

[3] Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).
[4] In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 5.b.
Department: Grants

Date: May 12, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with the Department of Commerce and Insurance with the State of Tennessee.

Fiscal Impact:
The total fiscal impact of this grant contract is $16,150.00. This amount consists entirely of state funding provided to the Town of Smyrna for the purchase of a battery-powered extrication tool, with no matching funds or participation required from the grantee.

Contract Type:
Original Contract

Contract Term (if applicable):
The contract provides a $16,150.00 lump sum advance to the Town of Smyrna for a battery-powered extrication tool between May 15, 2026, and May 14, 2027. In exchange, the Town must maintain records for five years and submit a reconciliation report within 90 days of the contract's end.

Background:
The Town of Smyrna responds to severe vehicle crashes on a high-risk interstate corridor where rapid patient access is critical for survival. However, while some stations do have extrication equipment, many do not, some forcing initial responders to wait up to 20 minutes for a specialized rescue apparatus to arrive in traffic.

Summary:
To resolve this life-threatening delay, the State of Tennessee is awarding the town a $16,150.00 grant to purchase a complete battery-powered extrication tool from Rescue 1. The funds will be provided as a lump-sum advance payment covering the contract term from May 15, 2026, to May 14, 2027. The actual cost of the light rescue combination tool is $18,946.00 because the grant amount was based on a previous quote that has become outdated. The Fire Department will cover the remaining balance.

Recommended Council Action:
Staff recommends Town Council approve and authorize the execution of the Governmental Grant Contract with the State of Tennessee Department of Commerce

and Insurance to accept $16,150.00 in funding from the Rescue Squads Grant Program for the purchase of a battery-powered extrication tool.

Attachments:

1. Contract #88903-104 - Town of Smyrna

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
May 29, 2026	May 28, 2027	33501-2625729	88903-104

Grantee Legal Entity Name	Edison Vendor ID
Town of Smyrna	0000001718

Subrecipient or Recipient

☐ Subrecipient

☒ Recipient

Assistance Listing Number

Grantee's fiscal year end

Service Caption (one line only)

Rescue Squads Grant Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$16,150.00				$16,150.00
TOTAL:	**$16,150.00**				**$16,150.00**

Grantee Selection Process Summary

☒ Competitive Selection	Procured pursuant to the Department's approved Delegated Grant Authority (Edison #88903) to procure services in accordance with Tenn. Comp. R. & Regs. Rule 0690-03-01-04 and Rule 0690-03-01-05(4).
☐ 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 - GG

Speed Chart (optional)	Account Code (optional)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
TOWN OF SMYRNA

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Town of Smyrna, hereinafter referred to as the "Grantee," is for the provision of grant funds under the Rescue Squads Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001718

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. The Rescue Squads Grant Program establishes a fund for rescue squads and creates a State grant program awarding funds to rescue squads for equipment to better protect first responders and the communities they serve. In accordance with the grant guidelines adopted by the State, the Grantee responded to a grant solicitation by submitting a Rescue Squad Grant Program Application (Attachment B), which was reviewed by the selection committee.

A.3. The State shall award a grant in the amount specified in Section C.1. to the Grantee in accordance with the awarded line items included in the Rescue Squads Grant Program Application (Attachment B) and specified in the Grant Budget Line-Item Detail (Attachment A).

A.4. The Grantee shall notify the State in writing when the grant funds have been utilized and include a detailed list of expenditures which shall include invoices and receipts when applicable.

A.5. 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 or 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; and

c. The Rescue Squads Grant Program Application (Attachment B) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on May 29, 2026 ("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 sixteen thousand one hundred fifty dollars ($16,150.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, 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. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. Reserved.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars ($0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed

ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. 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.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the 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 Grant 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, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this 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 Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "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. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Allie Stevens, Associate General Counsel
Department of Commerce and Insurance
Davy Crockett Tower
500 James Robertson Parkway
Nashville, TN 37243
allie.stevens@tn.gov
Telephone # (615) 532-3812
The Grantee:

Dennis Molina
Town of Smyrna
315 S Lowry St
Smyrna, TN 37167
dennis.molina@townofsmyrna.org
Telephone # 615-267-5409

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.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal 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.10. 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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. 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. The Grantee shall also 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.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall

include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. 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.16. 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.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee’s name; (b) the Grant Contract’s Edison identification number, Term, and total amount; (c) a narrative section that describes the program’s goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and

final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. 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 Grant Contract is not a waiver or relinquishment of any 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.22. 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.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract

(including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. 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.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. 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.29. 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.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. 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 shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. 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.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as “Confidential Information.” The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under

state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER **DATE**

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: **BEGIN: May 29, 2026** **END: May 28, 2027**				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	$16,150.00	0.00	$16,150.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	**$16,150.00**	**0.00**	**$16,150.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Coats	
Pants	
Gloves	
Helmets	
Boots	
Lifejackets (General Use)	
Life Jackets (Swiftwater)	
Rain Suit	
Ballistic Vest	
Gear Bags	
PPE Washer/Dryer	
Hardware Connectors/ Carabiners	
Hardware Descenders	
Hardware Descenders with Progress Capture Pulley	
Hardware Ascenders, includes rope clamps	
Hardware Rigging Plate	
Hardware Pulleys	
Software – Rope (Sold by the foot) 7/16”	
Software – Prusiks (commercially sewn)	
Software – Straps (Anchor Straps, 10’)	
Software – Webbing (Sold by the foot)	
Artificial High Directional	
Rope Bags	
Rope Equipment Packs	
Equipment Litter	
Equipment Litter Wheel	

Equipment Fall Arrest Device with Absorber & Connector	
Work Position Lanyard	
Class II Harness (Seat Harness)	
Class III Harness (Full-body harness)	
Mechanical Advantage Kit (pre-assembled)	
Medical Equipment Bag	
AED	
Vacuum Spine Board	
Wet Suits	
Dry Suits (Including Base Layer) (Swiftwater)	
Dry Suits (Including Base Layer) (Dive)	
Buoyancy Control Device	
Aqua Eye Pro	
Mask	
Fins	
Comms System	
Water Helmets	
Weights	
Boots	
Throw Bags	
Whistles	
Raft/Inflatables	
Paddles	
Gear Bags	
Lights/Strobes	
Spreader	
Cutter	
Ram	
Combi Tools	**$16,150.00**

Vehicle Strut Kits	
Trench Shoring Kit (Mechanical)	
Air/ Lift Bag Kit	
Cribbing (Set)	
Window Punch	
Electric Windshield Saw/Cutter	
Drone Plane	
Drone Kit	
Radio	
Pager	
Grain Auger	
Turtle Tubes	
Coffer Dam (GSI Tube, Great Wall, Etc.)	
Axe	
Pike Pole	
Haligan	
Drill	
Sawzall	
Leaf Blower	
Four Gas Monitor	
EV Disconnect Plug	
Thermal Imaging Camera	
Handheld – Stream light E-Flood Litebox 45811	
Headlamp	
Other	
TOTAL	**$16,150.00**

Tennessee State Government

Solicitation Name: FY26 Rescue Squad Grant

Application ID

2026-3324

Application Type

Rescue Squad

Send External Emails To: 23-9a4db8-171df9-TNState-e021075f@smartsimplecloud.com

Acknowledgement

Solicitation Document: FY2026_Rescue_Squads_Solicitation_Amended.pdf

Solicitation Name: FY26 Rescue Squad Grant

Brief Description: In 2022, Governor Bill Lee and the General Assembly approved the funding of this program for the purchase of lifesaving equipment by Tennessee rescue squads. The Program provides for five million dollars ($5,000,000) to be disbursed to applicant rescue squads across the three (3) Grand Divisions.

Program Purpose: The Rescue Squads Grant Program establishes a $5 million fund for Rescue Squads and creates a state grant program awarding funds to Rescue Squads for equipment to better protect first responders and the communities they serve.

Released On: January 20, 2026

Completed Application Due By: February 20, 2026 14:00:00

I attest that this application was created and written by a human and that this applicant has the capacity to fulfill and/or provide the project described in this application.

Organization Information Acknowledgement

> Click on the link below to view your organization profile. Please ensure that your organization profile is up-to-date before submitting this application.
>
> Organization Profile

I attest that my organization profile is up-to-date.

Qualification Criteria

Instructions

- Completing this checklist will help you prepare your Rescue Squads Grant Program application.
- Prior to turning in your application, ensure that you've completed or meet the following:

Criteria List

Verified active Charter registration with the Secretary of State's Office

Recognized by a local government in Tennessee to provide rescue services

Verified that my rescue squad has obtained Edison Supplier ID or provided completed W-9 form

General Information

Organization Information: Town of Smyrna
315 S Lowry St
Rutherford County, Tennessee, 37167
Phone: 615-267-5409

Rescue Squad Statistics

Has your Rescue Squad ever received funds from the Rescue Squad Grant Program?

No

Did your rescue squad apply for the Volunteer Firefighter Equipment and Training grant this year (Nov. - Dec. 2025)?

No

Does your Rescue Squad Squad provide mutual aid to First Responder Agencies?

Yes

Does your Rescue Squad provide rescue services 100% within Tennessee?

Yes

Please check the type(s) of rescue services provided by your rescue squad

EMS, SAR, Extrication, Rope Rescue, Trench Rescue, Structural Collapse, Farm Machinery/Grain Bin Rescue

Has your rescue squad suffered an uninsured loss in the last twelve (12) months?

No

How many stations does your rescue squad have?

Multiple

If multiple, please enter number of stations

6

Category 1 Type Missions/Incidents reported to TARS or TFIRS

Number of category 1 type missions/incidents reported to TARS or TFIRS last year

143

Number of category 1 type missions/incidents reported to TARS or TFIRS the year prior

137

Number of category 1 type missions/incidents reported to TARS or TFIRS 2 years prior

154

Total Reported

> Click on the **Save Draft** button to calculate the total.

434

Expenditures

> Budget numbers are the numbers for your department only. For non-profits, it would be the entire budget. For departments that are a part of city or county government, please include ONLY the budget for your department NOT the entire budget for the city/county.

Expenditures reported last year

$13,387,299

Expenditures reported the year prior

$12,614,477

Expenditures reported 2 years prior

$11,420,335

Total Expenditures

> Click on the **Save Draft** button to calculate the total.

$37,422,111

Scope of Service

Application

What items are you requesting for in this application? How will this grant funding assist your department in improving firefighter/rescue squad safety and protecting lives and property in your jurisdiction?

> Note: This narrative will be redacted of any information that can identify your Volunteer Fire Department/Rescue Squad prior to presentation to the Selection Committee.

Nine lives were lost in interstate crashes within our response area between 2015 and 2025, based on publicly reported incidents. Four of those deaths occurred in 2016 alone, with additional fatalities reported in 2019, 2023, 2024, and 2025. Each incident represents a family changed forever. Reducing preventable loss of life on a high crash interstate corridor is now an active operational responsibility.

The department is requesting funding for one battery powered extrication tool to be assigned to a fire station that currently does not have extrication capability. The cost requested reflects the actual vendor quote for one complete battery powered extrication tool system. The request is based on a single unit purchase at the documented quoted amount, ensuring the budget aligns exactly with real world pricing and eliminating discrepancies.
The department began covering a major interstate corridor on September 1, 2025. Since January 1, 2025, crews have responded to 15 incidents on that interstate, with 13 occurring after coverage began. During that same year, 20 percent of all vehicle accidents in the jurisdiction occurred within the response zone of the station lacking extrication capability, compared to 11 percent during the same period in 2024. This reflects a 114 percent increase in vehicle accidents with injuries in that zone. The interstate corridor

itself carries a crash rate 34 percent higher than the statewide average for comparable interstates, according to a state Department of Transportation corridor study.

Although crews arrive on scene an average of four minutes faster than county EMS, they must currently wait for a rescue apparatus traveling approximately 10 miles, often more than 20 minutes in traffic, to initiate extrication. In serious crashes, especially on high speed roadways, that delay directly affects survivability during the Golden Hour.

Methodology and Order of Events:
Purchase, Upon award, the department will procure one battery powered extrication tool using the documented vendor quote reflecting the actual cost of a single complete system.
Placement: The extrication tool will be assigned to the fire station strategically located closest to the high growth area and the interstate corridor, where extrication capability is currently unavailable.
Training and Familiarization, Personnel are already trained in vehicle extrication. Following delivery, members will conduct hands-on familiarization drills to ensure safe and efficient deployment of the new battery powered platform.
Deployment, The tool will be placed in active service on the first due apparatus, allowing crews to initiate extrication immediately upon arrival at serious motor vehicle crashes.
This structured implementation ensures the equipment moves efficiently from procurement to operational readiness.
Outcome Objective: Beginning in 2026, motorists traveling the interstate corridor and residents within the high growth response zone will experience faster extrication intervention, reducing patient access time.

Partnerships are central to this effort. Interstate responses are conducted in coordination with the county, local police departments, county EMS, neighboring local fire departments, and the state Department of Transportation. Local hospitals depend on rapid extrication and transport to improve trauma outcomes. These agencies operate under unified command, coordinating traffic control, scene safety, medical care, and roadway clearance.

The department maintains strong fiscal responsibility. $25,335,900 are allocated annually toward personnel salaries, health insurance coverage, and retirement obligations to ensure firefighter safety, stability, and retention. These commitments demonstrate that the town prioritizes taking care of its firefighters and maintaining operational readiness. However, this fiscal year’s capital budget did not include funding for this specific extrication purchase. As interstate responsibilities and crash volume increased more rapidly than projected, the need for this equipment outpaced available capital allocations. Grant funding will allow the department to address this critical capability gap without diverting resources from personnel and essential services.
Sustainability is integrated into current operations. All equipment is routinely inspected, maintained, and

repaired as needed. Once acquired, the battery powered extrication tool will be incorporated into established maintenance schedules and readiness checks. Ongoing upkeep and component replacement will be supported through existing operating budgets, ensuring long term functionality beyond the grant period.

This request is data driven and operationally justified. By purchasing and deploying one battery powered extrication tool at the station currently lacking this capability, the department will reduce critical delays, enhance firefighter safety, strengthen coordinated interstate response, and improve the likelihood that victims of severe vehicle crashes survive.

Budget

> Click the "+" button which will open a new window, enter the details of your request and make sure to click "Create Budget Items" to save when finished.

Budget Year	Last Modified
	02/19/2026 02:58PM

Application Request Amount

> How much total funding are you requesting?

$16,150.00

Budget Summary

All items requested must meet the most current applicable standard.

Item Description	Priority	Number of Items in Current Inventory	Number of Items Requested for Replacement	Avg Age of Items Requested for Replacement (In Years)	Number of New Items Requested	Total Number of Items Requested (Replacement and New)	Item Price (per unit)	Total Cost
PPE - Rescue Gear (Complete Set)	--Please Select--							
PPE - Coats	High							
PPE - Pants	High							
PPE - Gloves	High							

PPE - Helmets	**High**							
PPE - Boots	**High**							
PPE - Lifejackets (PFD)	**High**							
PPE - Lifejackets (Swiftwater)	**High**							
PPE - Rain Suit	**Normal**							
PPE - Ballistic Vest	**Normal**							
PPE - Gear Bags	**High**							
PPE - Washer/Dryer	**Normal**							
Rope - Hardware Connectors/Carabiners	**Normal**							
Rope - Hardware Descenders	**Normal**							
Rope - Hardware Descender with Progress Capture Pulley	**Normal**							
Rope - Hardware Ascenders, includes rope clamps	**Normal**							
Rope - Hardware Rigging Plate	**Normal**							
Rope - Hardware Pulleys	**Normal**							
Rope - Software - Rope (Sold by the foot) 7/16"	**Normal**							
Rope - Software - Prusiks (Commercially Sewn)	**Normal**							
Rope - Software - Straps (Anchor Straps, 10')	**Normal**							
Rope - Software - Webbing (Sold by the foot)	**Normal**							
Rope - Artificial High Directional	**Normal**							
Rope - Rope Bags	**Normal**							
Rope - Equipment Packs	**Normal**							
Rope - Equipment Litter	**Normal**							
Rope - Equipment Litter Wheel	**Normal**							
Rope - Equipment Fall Arrest Device with Absorber Connector	**Normal**							
Rope - Work Position Lanyard	**Normal**							
Rope - Class II Harness (Seat Harness)	**High**							
Rope - Class III Harness (Full-body harness)	**High**							
Rope - Mechanical Advantage Kit (pre-assembled)	**Normal**							
Medical - Medical Equipment Bag	**Normal**							
Medical - AED	**Normal**							
Medical - Vacuum Spine Board	**Normal**							
Water - Wet Suits	**Normal**							
Water - Dry Suits (Including Base Layer) (Swiftwater)	**Normal**							

Water - Dry Suits (Including Base Layer) (Dive)	**Normal**							
Water - Buyancy Control Device	**Normal**							
Water - Aqua Eye Pro	**Normal**							
Water - Mask	**Normal**							
Water - Fins	**Normal**							
Water - Comms System	**Normal**							
Water - Water Helmets	**Normal**							
Water - Weights	**Normal**							
Water - Boots	**Normal**							
Water - Throw Bags	**Normal**							
Water - Whistles	**Normal**							
Water - Raft/Inflatables	**Normal**							
Water - Paddles	**Normal**							
Water - Gear Bags	**Normal**							
Water - Lights/Strobes	**Normal**							
Extrication Tools - Spreader	**Normal**							
Extrication Tools - Cutter	**Normal**							
Extrication Tools - Ram	**Normal**							
Extrication Tools - Combi Tool	**Normal**	4	0	0	1	1	$16,150.00	$16,150.00
Extrication Tools - Vehicle Strut Kit	**Normal**							
Extrication Tools - Trench Shoring Kit (Mechanical)	**Normal**							
Extrication Tools - Air / Lift Bag Kit	**Normal**							
Extrication Tools - Cribbing	**Normal**							
Extrication Tools - Window Punch	**Normal**							
Extrication Tools - Electric Windshield Saw/Cutter	**Normal**							
Drone - Plane	**Normal**							
Drone - Kit	**Normal**							
Comms - Radio	**Normal**							
Comms - Pager	**Normal**							
Grain Rescue Equipment/Farm - Grain Auger	**Normal**							
Grain Rescue Equipment/Farm - Coffer Dam (GSI Tube, Great Wall, Etc.)	**Normal**							
Grain Rescue Equipment/Farm - Turtle Tubes	**Normal**							
Hand Tools (General) - Axe - Fire Hooks FA-8	**Normal**							

Hand Tools (General) - Pike Pole - Leatherhead 8' Pole with Butt End	**Normal**							
Hand Tools (General) - Haligan - Fire Hooks PB-30	**Normal**							
Hand Tools (General) - Drill	**Normal**							
Hand Tools (General) - Sawzall	**Normal**							
Hand Tools (General) - Leaf Blower	**Normal**							
Hand Tools - General - Four Gas Monitor	**Normal**							
Hand Tools General - EV Disconnect Plug	**Normal**							
Hand Tools General - Thermal Imaging Camera	**Normal**							
Flashlights - Handheld - Stream light E-Flood Litebox 45811	**Normal**							
Flashlights - Headlamp	**Normal**							
Other								
TOTAL AMOUNT REQUESTED								$16,150.00

Roster

Roster

#	Organization	Status	Last Submitted Date
1	Town of Smyrna	Submitted	02/19/2026

Roster Information Acknowledgement

I attest that my roster is complete and my information is up-to-date.

Supporting Documentation

W9

Town_of_Smyrna_W-9_-_2026.pdf
1,001 KB - 02/19/2026 11:00 AM

Total Files: 1

Letter of Support from a Local Government to Provide Rescue Services

Chief_Goss_Letter_of_Support.pdf
303 KB - 02/19/2026 2:48 PM

Total Files: 1

I certified that I have attached all required/requested documents listed above.

Additional Documents

Important_-_Roster_and_Inventory_Attached.pdf
2.8 MB - 02/19/2026 2:48 PM

Total Files: 1

Organization Contacts

Assign Authorized Official: Dennis Molina

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).

Roster Data Exported: No

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 5.c.
Department: Event Center

Date: May 12, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Chime Master to replace the clock mechanism for the Town of Smyrna Event Center.

Fiscal Impact:
The fiscal impact of this project is not to exceed $13,500. The item will be paid from the Event Center Repair Maintenance/Other line item.

Contract Type:

Contract Term (if applicable):
A copy of the proposals is attached.

Background:
The clock at the Town of Smyrna Event Center is currently experiencing a significant malfunction. Specifically, the mechanical core of the timepiece has failed to maintain synchronization, resulting in the clock's four external faces indicating four distinct, inaccurate times.

This issue is more than simple wear and tear. Due to the considerable age of the existing clockwork components, the mechanism is now far beyond routine maintenance or minor repairs. While staff can temporarily set the clock manually, this action provides only a temporary solution. The antiquated mechanism lacks the necessary robustness to withstand common external factors. Even moderate environmental stresses, such as high winds or minor disturbances caused by roosting birds, can disrupt the gear train and knock the clock out of accurate timekeeping.

Summary:
There are two options to resolve the issue for the Council to consider: (1) Replace the clock, or (2) remove the clock faces and install an architectural feature.

We sought estimates from several providers to repair or replace the clock. Providers that responded were Americlock, Chime Master, and Verdin. Chime Master was the lowest proposal that we received.
Chime Master will supply the following:

4 New b-28 clock drives
4 new sets of hands
New 99-B clock controller
GPS Receiver
Installation
Warranty 3 years
Selling price, including shipping and installation, is $13,500.00.

Installation by Chime Master will be provided on-site. A Chime Master installer will bring the proper installation hardware and ensure a proper installation and hook-up. The clocks will be running by the time the installation is complete, as well as training on the clock controller (if power is supplied). The installer will make final connections to the Chime Master-supplied parts.

Alternatively, shiplap (architectural feature) could be installed on all four faces. The cost of materials and installation would be less than $2,500 and could be installed in-house. Included in the backup is an AI depiction of what it would look like with this new feature.

Staff requests Council input and direction on how they would like to proceed.

Recommended Council Action:
Discussion and direction on addressing the Event Center Clock Tower

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Attachments:
1. Clock Quotes
2. Event Center Architectural Image

Chime Master®

P.O. Box 936
Lancaster, Ohio 43130
ChimeMaster.com
1-800-344-7464

March 25, 2026

Project Name: Smyrna Event Center
100 Sam Ridley Pkwy E, Smyrna, TN 37167

Clock repair

Dear Sirs,
Commercial Music Service, DBA Chime Master Systems make the following offer to repair/update the clocks in the Smyrna Event Center.

Chime Master to provide:
4 New b-28 clock drives
4 new sets of hands
New 99-B clock controller
GPS Receiver
Installation
Warranty 3 years
Selling price including shipping and installation = $13,500.00

Purchaser responsibility:
Provide lift for access to clock faces (fire department)
Forward deposit of 50% and signed offer to Chime Master
Or valid purchase order if government entity
Chime Master Systems
P.O. Box 936
Lancaster OH 43130

Pay by wire transfer, credit/debit card, ACH, bank check

Sincerely,
Chime Master Systems
Jeffrey Crook - President
March 25, 2026

Americlock, Inc.

11460 Dorsett Road
Maryland Heights, MO 63043

www.americlock.com
Tel (636) 527-2277 Fax (636) 527-3322

Date: March 13, 2026

To: Todd Spearman **Tel:** 615-267-5011 **Email:** todd.spearman@townofsmyrna.org

From: The Americlock Sales Team

Re: Central Clock Movement System

Following your request, we are sending you a proposal for a central clock movement system.

Americlock, Inc. will supply the following:

- One (1) self-starting central clock movement that has stainless steel spindles and nylon self-lubricating bushings with composite gears. The clock movement will have one output shaft for each clock face.
  - Support stand for clock movement.
- Eight (8) machined steel couplings with new transmission rods.
- One (1) Tempus III clock controller that will update the clock automatically for Daylight Saving time and following power outages.

The price for this system will be $7,900.00. This excludes electrical wiring and shipping.

_____ **As an option,** Americlock can provide four sets of aluminum clock hands in the model of your choice that will be properly reinforced and appropriately balanced, primed, and painted satin black. The price for the clock hands will be an additional $2,900.00.

_____ **Installation by Americlock** can be provided on site. An Americlock installer will bring the proper installation hardware with him and ensure a proper installation and hook up. The clocks will be running by the time the installation is complete as well as training on the clock controller (if power is supplied). The installer will make final connections to Americlock supplied parts. This will be an additional $3,900.00. This price excludes electrical wiring and a lift (if needed) to access the clock level. This covers one mobilization unless otherwise noted by Americlock.

Terms & Warranty on next pages.

Please call us if you have additional questions or we can be of service. Thank you so much for considering Americlock!

Americlock, Inc.

11460 Dorsett Road
Maryland Heights, MO 63043

www.americlock.com
Tel (636) 527-2277 Fax (636) 527-3322

TERMS of SALE & WARRANTY

TERMS: 50% of the total is due as a deposit unless otherwise noted. Our receipt of this down payment and signed quote will initiate your order. The balance is due prior to shipping or net 30 days after completion of installation by Americlock.

CREDIT CARD PAYMETS: Payments by credit card incur a 3.5% processing fee. Visa & Mastercard only.

SALES TAX NOTE: Purchaser is responsible for Sales Tax. The price of our product excludes sales tax outside the State of Missouri.

QUOTE VALID for 60 days.

FREIGHT SHIPPING is not included unless otherwise noted. A loading dock or forklift must be available to unload freight shipments or Buyer must notify Seller to request liftgate service. While call ahead can be requested, we make no guarantees that any delivery service will comply with this request. Client must make arrangements to accept shipments unless otherwise agreed upon. If Americlock is to make special arrangements to receive freight, an additional fee will apply. If client rejects the freight shipment for any reason except for damage and a redelivery is required, the redelivery fee from our chosen freight company will be passed onto the client unless otherwise agreed upon in writing.

CRANES, LIFTS, & OTHER EQUIPMENT:
The rental, acquisition, insurance and any related aspects of required cranes, scaffolding, ladders, or other extraordinary equipment are the sole responsibility of the Buyer. When specified by the Proposal/Contract, and for an additional agreed-upon fee, Seller will procure these services as agent of the Buyer.

REGULATIONS & CODES: Compliance with federal, state, and local building codes or regulations is the sole responsibility of contractor(s), Buyer, or agent of Buyer. Americlock does not assume any liability or responsibility for violations thereof.

DELAYS: The Seller shall not be responsible for delays caused by unavailability of material, labor troubles weather occurrences, transportation or shipping interruptions, fire, earthquake, or other events beyond Seller's control. The Buyer will be responsible for delays caused by inaccessibility to the work site and/or the failure to provide electrical wiring, cranes, lifts, scaffolding, or other extraordinary equipment in a timely manner. If delays arise due to delayed, or incorrect wiring, a fee will apply and in the event that the Buyer or agents of the Buyer change the date of installation after travel arrangements for such installation have already been made by Americlock.

WARRANTY: Two years on all parts and workmanship. Does not include: service, labor or shipping costs, from date of delivery. All parts are tested prior to shipping. If within the warranty period, a defect in the part(s) provided by Seller occurs and Buyer notifies Seller of the defect, Buyer will need to ship the parts to Seller for testing. If Seller determines the part(s) are defective, Seller will promptly replace or repair part(s). If Seller determines the parts(s) are defective due to improper usage or installation by Buyer, Seller can repair or replace parts at Buyer's expense. If parts are determined to not be defective, Seller will ship part(s) back to Buyer at Buyer's expense.

Americlock, Inc.

11460 Dorsett Road
Maryland Heights, MO 63043

www.americlock.com
Tel (636) 527-2277 Fax (636) 527-3322

INSTALLATION: Our warranty does not include the installation of our clocks unless performed by Americlock. If Movement and Controller fail due to exposure to water or moisture (which can occur if there is incorrect installation of cover box) it is not covered by our warranty nor the manufacturer's warranty. The standard protocol for electrical and electronic equipment is: Keep away from moisture or water, or places where it could come in contact with water or moisture. Use a licensed electrician for installation and primary electrical connections. Installation price excludes electrical wiring and a lift to access the clock level. This covers one mobilization unless otherwise noted by Americlock.

CLIENT RESPONSIBILITIES: (1.) The client is required to provide electrical wiring to Americlock supplied clock controller as well as wiring from Americlock supplied clock controller to the clock movement locations. Electrical wiring must be in place prior to Americlock's arrival. Americlock will make all final connections provided the wiring is in place at the time of installation. If the required electrical wiring is not in place when our installers arrive, the client will need to make final connections. Client may request to have an Americlock installer make final connections at a later date for an additional charge. (2.) The client is required to provide a lift to access clock level (if needed). (3.) The client is required to provide any street, sidewalk, or any other permits required for this work.

INSURANCE: Americlock is a fully insured clock company. Upon acceptance of our proposal, we will supply you with our certificate of insurance.

RETURNS: Since most of our clocks are custom-built, returns are not accepted.

Accepted by:

_____ _____

Signature Date

_____ _____

Typed or Printed Name Typed or Printed Title

TOWER CLOCK ORDER FORM

THE VERDIN COMPANY
1118 PENDLETON ST. | SUITE 500 | CINCINNATI, OH 45202
PHONE: (513) 241-4010 FAX: (888) 298-0597 TOLL FREE: 1-800-543-0488
www.VERDIN.COM

DATE: March 18, 2026

SOLD TO: Town of Smyrna
CONTACT: David Santucci
ADDRESS:
CITY:
STATE: ZIP:
PHONE: EMAIL

INSTALL AT: Town of Smyrna
CONTACT: Todd Spearman
ADDRESS: 315 South Lowry Street
CITY: Smyrna
STATE: TN ZIP: 37167
PHONE: (615)642-6884 EMAIL todd.spearman@townofsmyrna.o

PURCHASED PRODUCTS AND OPTIONS	QTY.	NOTES
CUSTOM TOWER CLOCK - DESCRIBED BELOW	1	Replacement Timepiece and equipment with new LED lightiing and controls.
DIAL STYLE		
MARK ____ EL QUATRO ____		This is our best guess with customer provided photos, Verdin will do a survey of equipment to establish measurements prior to production.
MARK BOLD ____ EURO CLASSIC ____		
MARK DOUBLE ____ VENUS ____		
QUARTET ____ SATURN ____		
AMERICAN MODERN ____ ROMAN MINUTE ____		
AMERICAN MINUTE ____ TRADITIONAL ____		
HAND STYLE :		
DIAL SIZE		
3 FT. ____ 7 FT. ____		
4 FT. ____ 8 FT. ____		
5 FT. ____ OTHER ____		
6 FT. ____		
CUSTOM CLOCK		
(1) Minute Impulse Timepiece with 4-way distribution gearing, drive rods, dial gears, universals,and hands.	1	
ACCESSORIES/OPTIONS		
LIGHTING SYSTEM: **LED Illuminated Back Lighting Array**	4	
CLOCK CONTROLLER: **Verdin Master Clock Controller**	1	
CLOCK CONTROLLER OPTIONS: **Light Control Interface**	1	
INDIVIDUAL TIMEPIECE w/HANDS		
TIMEPIECE SHAFT EXTENSION ____ (for walls more than 3" thick)		
OTHER OPTIONS		
CUSTOM LOGO		
INSTALLATION: **Verdin Installation**		
FREIGHT TERMS: **FREIGHT INCLUDED - FOB Verdin Factory**		See Terms & Conditions regarding customer responsibilities for electrical wiring, offloading, site access, hoisting equipment, etc.
APPROXIMATE DELIVERY DATE: **TO BE DETERMINED**		

Delivery dates subject to final acceptance by The Verdin Company

		"X" Below To Accept Option	Option Cost
Option #1			
Option #2			
Option #3			
Option #4			

****PRICING GOOD FOR 60 DAYS****

SUBTOTAL* (*excluding tax*)	$31,494.00
EST. TAXES (actual taxes added to final invoice)	
50% DEPOSIT DUE WITH ORDER*	$15,747.00
INTERIM PAYMENT (if required)*	
BALANCE DUE UPON SHIPMENT*	$15,747.00

*Add cost of accepted options to purchase price and deposit.

Payment Information

Remit payment to: The Verdin Company, PO BOX 23129, Cincinnati, OH 45223-0129. Purchaser responsible for sales tax, or must provide Verdin with tax exemption certificate. Payments by credit card subject to 3.5% processing fee.



Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 5.d.
Department: Police Department

Date: May 12, 2026

Subject:
Approval of the Smyrna Police Department's Standard Operating Policy relative to a Crime Suppression Unit.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
Policy outlining guidelines for the new Crime Suppression Unit.

Summary:
The Smyrna Police Department recognizes that law enforcement response must be adaptable to crime trends and cannot effectively be applied with a universal technique. Growth in the population, increasing calls for service, and a change in crime trends has shown a need for directed enforcement capable of influencing and resolving the most pressing crime locations, offenders, and patterns in the Town of Smyrna. CSU enforcement efforts are based on daily research of crime trends and statistical data analysis to provide a flexible, proactive, and concentrated response to at-risk areas. Officers assigned to the Crime Suppression unit will proactively seek out criminal violators.

Recommended Council Action:
Staff recommends approval of the proposed policy update.

Attachments:
1. 2-60 Crime Suppression Policy DRAFT

Smyrna Police Department

CRIME SUPPRESSION UNIT (CSU)

Policy Number: 2-60

CALEA: 11.6.1, 11.6.2

Authority: Chief of Police

Amends/Supersedes: ----

Date of Revision:

PURPOSE

To establish policy and operational guidelines for the Smyrna Police Department Crime Suppression Unit, as well as organizational structure and goals for personnel.

I. POLICY [11.6.1a]

The Smyrna Police Department recognizes that law enforcement response must be adaptable to crime trends and cannot effectively be applied with a universal technique. Growth in the population, increasing calls for service, and a change in crime trends has shown a need for directed enforcement capable of influencing and resolving the most pressing crime locations, offenders, and patterns in the Town of Smyrna. CSU enforcement efforts are based on daily research of crime trends and statistical data analysis to provide a flexible, proactive, and concentrated response to at-risk areas.

Officers assigned to the Crime Suppression unit will proactively seek out criminal violators.

II. DEFINITIONS

A. Subdued graphics - The color-matching striping pattern or graphics on a police vehicle that identifies it as such. Police vehicles with “subdued graphics” more easily blend in with the general motoring public.

B. Unmarked vehicle - A vehicle with no exterior police markings, equipped with emergency lights and siren used primarily for surveillance or undercover operations and in limited circumstances, for emergency response as authorized by Department policy.

III. OBJECTIVE

A. It is the policy of the Smyrna Police Department that the Crime Suppression Unit is a specialized unit and is coordinated to work closely with the Criminal Investigation Division, Patrol Division, and the Smyrna Police Intel Analyst. Using information generated from crime data and other intelligence, CSU will directly address crime trends and vulnerable areas that present the most potential for violence and danger to the citizens of Smyrna. The unit will be composed of highly motivated officers operating under the direction of the Crime Suppression Sergeant or the designee of the Chief of Police. The Crime Suppression Unit supervisor will report to the Captain of Patrol. The most usual focus of the Crime Suppression Unit will be related to violent crimes, robberies, burglaries, general thefts, and traffic enforcement. **[11.6.1b]**

IV. PROCEDURE

A. Members of the Crime Suppression Unit are responsible to utilize all available resources to determine local crime patterns, and to apply aggressive strategies to effectively combat such patterns. CSU officers should regularly attend roll call and should notify affected patrol shifts of their assigned area of responsibilities, and the purpose of such.

B. Along with established sources of intelligence within the Smyrna Police Department, members of the Crime Suppression Unit are responsible to utilize media sources and network contacts from surrounding law enforcement agencies to anticipate criminal trends moving towards Smyrna, and/or to identify cases related to those which have already occurred in Smyrna.

V. QUALIFICATIONS AND ELIGIBILITY [11.6.1c]

A. Members of the Crime Suppression Unit shall have a minimum of one year experience as a Smyrna Police Officer. The Chief of Police will designate an interview panel which will scrutinize past performance and interview eligible candidates for any open position(s). The Chief of Police is responsible for selecting new members.

B. Restrictions regarding the rank of Crime Suppression Unit members will be at the discretion of the Chief of Police when promotional opportunities arise, and evaluated according to the needs of the Department, the Crime Suppression Unit, and the Town of Smyrna. Personnel assigned to the Crime Suppression Unit may be removed from the unit and reassigned at any time, at the discretion of the Chief of Police.

VI. SELECTION [11.6.1c]

A. Application Process

1. Vacancies for specialized assignments shall be announced through Departmental memoranda which must be read at least three (3) consecutive days at roll calls to ensure that all eligible applicants are notified of said vacancies. In addition, notice of such vacancies shall be posted electronically and/or in conspicuous areas for information purposes. The shift commander and section supervisors will ensure notification is sent to officers absent from work (vacation leave, sick leave, compensatory time off, FMLA, military leave, and/or workers' comp.).

2. Memoranda announcing the specialized assignment shall also include the time frame during which applications will be accepted for eligibility review and consideration. No applications will be accepted after the expiration of the time frame as posted.

3. Eligible applicants for any assignment must submit a letter of interest to the named CSU Sergeant / Chief's designee, within the posted time frame, which may include a statement of no more than five hundred (500) words.

4. Applicants shall be notified of the date and time of their appearance before the selection panel.

B. Selection Panel

1. A selection panel shall be appointed and approved by the Police Chief and assembled for the purpose of interviewing and evaluating eligible applicants. These panels should include representatives from a cross section of the Department. Panel members will not be limited to officers currently serving in the specialized assignment.

2. Each applicant will be interviewed separately. A moderator selected by the Chief will be appointed with each selection panel and will conduct the interviews, posing the same questions to each applicant. Each selection panel member will also have the opportunity to ask other questions of the applicants.

3. Selection panel members, excluding the moderator, will rate the applicants according to the number of applicants, i.e. five (5) applicants will be rated 1 through 5, ten (10) applicants will be rated 1 through 10, etc., by each panel member.

4. Rating sheets from each panel member will be submitted to the moderator, who will deliver them to the Captain of Patrol. The Captain of Patrol will combine,

total, and average the ratings, resulting in a ranking order. Ranking order does not entitle any candidate to selection or an assignment.

C. Selection by Police Chief

1. The Captain of Patrol will submit a memorandum to the Police Chief, listing the applicants and their order of score.

2. After reviewing the applicant ratings and prior to any selections, the Chief or their designee may decide to interview one or more of the applicant(s) for the position(s).

3. The Chief may select any candidate from this roster, regardless of rank order or averaged score. The Chief may decline to assign any applicant to any position.

4. Vacancies may be re-posted until filled by the Chief.

5. If no applications are received, the Chief may assign any officer to fill the position.

6. The Chief may temporarily assign an officer to staff a specialized assignment to ensure operational efficiency until the selection process is complete.

7. Officers assigned to the Crime Suppression Unit will receive initial training on specialized procedures and tactics from the supervisor of the unit or their designee. Officers selected to the unit should prioritize future in-service training requests towards increasing effectiveness within the unit. **[11.6.1e]**

VII. PERFORMANCE REVIEWS AND LENGTH OF TIME IN ASSIGNMENT

A. The performance and enforcement statistics of individual officers will be collected and reviewed by the Crime Suppression supervisor on a weekly basis. These statistics will be reported to the Captain of Patrol. Performance reviews with individual officers will be conducted biannually (twice per year) to ensure that officers are maintaining the standards of the unit.

B. An assignment to the Crime Suppression Unit is not a promotion, but an appointment to this specialized unit. An Assignment to the Crime Suppression Unit is not a promotion, but an appointment to this specialized unit. The length of the assignment to the unit will be six months, at which time the officer can request to return to their patrol duties or stay within the unit, which will be at the approval of the Crime Suppression supervisor, the Captain of Patrol and the Chief of Police.

[11.6.1d]

C. At any point in the officer's assignment, the supervisor of the Crime Suppression unit can submit a recommendation to the Captain of Patrol that an officer be reassigned back to the Patrol Division.

VIII. DUTIES OF THE CRIME SUPPRESSION SUPERVISOR [11.6.1f]

A. The supervisor of the Crime Suppression Unit will ensure that the unit maintains the standards of the unit, as well as the standards of the Smyrna Police Department. The Crime Suppression supervisor will collect statistics on a weekly basis from officers assigned to the unit. The Crime Suppression supervisor and the Captain of Patrol will determine what statistics should be collected on a routine basis. The standard statistics collected may be amended at any time at the discretion of the Chief of Police or his designee.

B. The Crime Suppression supervisor will also conduct weekly reviews of officers' body camera footage in accordance with General Order #2-10. These reviews shall be conducted on random enforcement actions of officers, unless the supervisor has specific knowledge of an enforcement action that requires review. The videos that are reviewed shall be documented and a synopsis shall be included in the weekly report that is given to the Captain of Patrol.

IX. REPORTING AND REVIEW

A. Specialized Criminal Enforcement Units **[11.6.2a]**

1. Crime Suppression Unit

B. The Crime Suppression supervisor will be required to create a quarterly report for the Chief of Police or their designee. This report shall include enforcement statistics of the overall unit and of individual officers assigned to the unit, enforcement methods and their outcomes, as well as activity by the unit that was either unintended or unforeseen. **[11.6.2b]**

C. The Captain of Patrol will be responsible for conducting an annual administrative review of the initial problems or conditions that required the implementation of the Crime Suppression unit. The report shall include the impact the unit has had on various identified problems as well as a recommendation as to whether the unit should continue to operate. **[11.6.2c]**

D. The Office of Professional Standards will be responsible for conducting an annual administrative review of internal affairs complaints, use of force reports, and pursuit reports pertaining to the unit or the personnel assigned to the unit. **[11.6.2d]**

X. EQUIPMENT

A. Officers assigned to the Crime Suppression Unit may be required to use vehicles and equipment that are not standard to uniformed patrol officers. Crime Suppression officers may use vehicles with subdued graphics. This will allow officers to conduct enforcement actions from a marked patrol unit, but also allow them to better blend in with the general motoring public.

B. During certain surveillance operations, officers may employ the use of unmarked emergency vehicles. These vehicles shall be primarily used for surveillance and not the primary vehicles used in enforcement efforts. These vehicles will be equipped with emergency equipment, which officers may use in select instances. These instances will be limited to preservation of life, emergency assistance of fellow officers, and other situations where an emergency response is warranted.

C. All department personnel are governed by and required to adhere to Department Policy: 2-4 Operation of Department Vehicles.

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 5.e.
Department: Public Works

Date: May 12, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute a biennial contract with Tennessee Department of Transportation (TDOT) for litter pick-up, mowing, street sweeping, and road repairs.

Fiscal Impact:
This is a two-year contract with a total value of $571,975.88 and is broken down as follows:
Road Repair - $371,960.68
Mowing - $109,900
Litter - $36,115.20
According to TDOT, we would only be allowed to bill a maximum $285,987.94 per year which is half the total value.

For years 2024 and 2025 the maximum contract value was a total of $472,829.22.

Therefore, we have a total contract value increase for the next two years at $99,146.66 ($49,573.33 per year).

The reimbursement received from this contract is budgeted in 33555 in General Fund, Stormwater, and State Street Aid.

Contract Type:
Original Contract

Contract Term (if applicable):
This contract is a biennial contract.

Background:
TDOT provides an annual contract to municipalities to maintain State Road public rights of way through their municipality. These funds are billed on a monthly basis to TDOT for mowing, litter pick up, and road repairs. The Town will be responsible for the sections of SR-266 (Sam Ridley / Jefferson Pike), SR-102 (Nissan Drive, Lee Victory, Almaville Road), and SR-1 (Lowry Street / New Nashville Highway) in Town Limits

Summary:
These funds are billed on a monthly basis to TDOT for mowing, litter pick up, and road repairs. The Town will be responsible for the sections of SR-266 (Sam Ridley / Jefferson Pike), SR-102 (Nissan Drive, Lee Victory, Almaville Road), and SR-1 (Lowry Street / New Nashville Highway) in Town Limits

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

Attachments:
1. Smyrna CMA 2739(24 Month)

STATE OF TENNESSE

DEPARTMENT OF TRANSPORTATION

CONTRACT – TOWN OF SMYRNA

PROJECT NO. TBD

CONTRACT NO.-CMA 2739

FISCAL YEARS – 2026-2028

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2545

WILL REID
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

To: Town of Smyrna
Attn: Tom Rose, Director, Public Works Department
315 South Lowry Street
Smyrna, TN 37167

Date: April 6, 2026

Re: Town of Smyrna Maintenance Contract for 2026-2028.

Enclosed, you will find the new contract for Fiscal Years 2026-2028

Please Read the contract, sign in the appropriate places and return to our office. After you have signed the new contract and returned it to us, we will forward the contract to our office in Nashville for signatures. Once the Commissioner and our attorney have signed the contract, we will return a signed copy to you for your records.

If you have any questions, please feel free to contact me at 931.270.5030.

Thank you,

Matthew Eakes
TDOT Team Lead, District 39 East

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
TOWN OF SMYRNA

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State" and Town of Smyrna, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001718
Contract #: CMA 2739

The Department is re-evaluating reimbursement rates to match actual costs for local agencies. If rates increase, the Department will work with the City to amend the contract and incorporate the new rates.

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2026 ("Effective Date"), and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Hundred Seventeen Thousand Nine Hundred Seventy-Five Dollars and Eighty-Eight Cents ($517,975.88). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	**Amount** (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TN Department of Transportation
320 Battle Avenue
Murfreesboro, TN 37129

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice Number (assigned by the Contractor)

(3) Contract Number (assigned by the State)
(4) Customer Account Name: Tennessee Department of Transportation
(5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
(6) Contractor Name
(7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
(8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
(9) Contractor Remittance Address
(10) Description of Delivered Service
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name & title as applicable) of each service invoiced
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
iv. Amount Due by Service
v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) only be submitted for completed service and shall not include any charge for future work;
(3) not include sales tax or shipping charges; and
(4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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 Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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 Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee 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 Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this 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 Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Matthew Eakes, Team Lead District 39 East
State of Tennessee, Department of Transportation
320 Battle Avenue
Murfreesboro, TN 37129
Matthew.Eakes@tn.gov
Telephone # (931) 270-5030
FAX # (931) 276-2333

The Contractor:

Tom Rose, Director, Public Works
Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167
tom.rose@townofsmyrna.org
Telephone # (615) 459-9742

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

TOWN OF SMYRNA:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER **DATE**

APPROVED AS TO FORM AND LEGALITY

LESLIE SOUTH, GENERAL COUNSEL **DATE**

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable, are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.

2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current **total roadway surface area to be maintained in a 12-Month period** to the nearest whole square yard. For a 24-Month contract, the following quantities will be doubled. Routes listed below shall be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	$ 0.17
Total Roadway Surface Area (YD^2):	1,094,002
Calculated Maximum **Annual** Reimbursement (Roadway Surface):	$ 185,980.34
Total Maximum Reimbursment (Roadway Surface):	$ 371,960.68

Roadway Surface Inventory Worksheet

Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR 1	City Limits	BEGIN	Between Morgan Ave. and Mitchell Ave.	1G	No	3.049	4.649	8,448.00	104	32	30,037.33	67,584.00
SR 1	Between Morgan Ave. and Mitchell Ave	CHANGE	Mayfield Dr.	1D	No	4.649	5.476	4,366.56	60	0	0.00	29,110.40
SR 1	Mayfield Dr.	CHANGE	Just past Hoover Dr.	1G	No	5.476	6.145	3,532.32	104	32	12,559.36	28,258.56
SR 1	Just past Hoover Dr.	CHANGE	Just before Ken Pikerton Dr.	1E	No	6.145	6.371	1,193.28	104	0	0.00	13,789.01
SR 1	Just before Ken Pikerton Dr.	CHANGE	Just past SR102 Interchange	1G	No	6.371	6.924	2,919.84	104	32	10,381.65	23,358.72
SR 1	Just before SR102 Interchange	CHANGE	Just past SR102 Interchange	1E	No	6.924	7.305	2,011.68	104	0	0.00	23,246.08
SR 1	Just past SR102 Interchange	END	City Limits	1G	No	7.305	9.693	12,608.64	104	32	44,830.72	100,869.12
SR 102	Just North of Burnt Knob Rd.	BEGIN	Morton Dr.	1B	No	2.695	5.8	16,394.40	24	0	0.00	43,718.40
SR 102	Morton Dr.	CHANGE	McNairy Ln.	1C	No	5.8	6.72	4,857.60	50	0	0.00	26,986.67
SR 102	McNairy Ln.	CHANGE	I-24 Overpass	1D	No	6.72	7.76	5,491.20	84	0	0.00	51,251.20
SR 102	I-24 Overpass	CHANGE	SR 1 Overpass	2A	Yes	7.76	10.41	13,992.00	125	53	82,397.33	111,936.00
SR 102	SR 1 Overpass	CHANGE	Enon Springs Road	2A	Yes	10.41	11.51	5,808.00	137	53	34,202.67	54,208.00
SR 102	Enon Springs Road	END	SR 266	1E	No	11.51	13.06	8,184.00	64		0.00	58,197.33
SR 102-Ramp(s)	Lee Victory Pkwy		Ramp at Old Nashville Hwy	1C	Yes			925.00	90	12	1,233.33	8,016.67
SR 102-Ramp(s)	Lee Victory Pkwy		Rams at SR 102 and SR1 US41/70)	1C	Yes	NB 102	SR1 (US41/70)	2,200.00	24	0	0.00	5,866.67
SR 102-Ramp(s)	Lee Victory Pkwy		Rams at SR 102 and SR1 US41/70)	1C	Yes	SR1 (US41/70)	SR SR 102	2,200.00	24	0	0.00	5,866.67
SR 102-Ramp(s)	Lee Victory Pkwy		Rams at SR 102 and SR1 US41/70)	1C	Yes	SR SR 102	SB SR 1 (US41/70)	3,700.00	24	0	0.00	9,866.67
SR 102-Ramp(s)	Lee Victory Pkwy		Rams at SR 102 and SR1 US41/70)	1C	Yes	SB SR 1 (US41/70)	EB SR 102	3,000.00	24	0	0.00	8,000.00
SR 102-Ramp(s)	Lee Victory Pkwy		Rams at SR 102 and SR1 US41/70)	1C	Yes	NB SR1 (US41/70)	EB SR 103	2,500.00	24	0	0.00	6,666.67
SR 266	1-24 Overpass	BEGIN	Old Nashville Hwy	1G	Yes	0	0.54	2,851.20	134	44	13,939.20	28,512.00
SR 266	Old Nashville Hwy		Old Nashville Hwy	1E	Yes	0.54	1.51	5,121.60	134	44	25,038.93	51,216.00
SR 266	Old Nashville Hwy	CHANGE	SR 1 Overpass	1G	Yes	1.51	2.66	6,072.00	134	54	36,432.00	53,973.33
SR 266	SR 1 Overpass	CHANGE	Past Three Industrial	1C	Yes	2.66	3.41	3,960.00	88	0	0.00	38,720.00
SR 266	Past Three Industrial	CHANGE	Junction SR102	1D	Yes	3.41	5.01	8,448.00	64	0	0.00	60,074.67
SR 266	Junction SR102	CHANGE	East of Gils St	1E	No	5.01	5.31	1,584.00	72	0	0.00	12,672.00
SR 266	East of Gils St	CHANGE	East of Sharp Srpings Rd	1E	No	5.31	5.84	2,798.40	64	14	4,353.07	15,546.67
SR 266	East of Sharp Srpings Rd	CHANGE	East End of Bridge Over Stones River	1E	No	5.84	6.44	3,168.00	72	0	0.00	25,344.00
SR 266	East End of Bridge Over Stones River	CHANGE	East of Harbor Dr	1E	No	6.44	6.62	950.40	64	14	1,478.40	5,280.00
SR 266	East of Harbor Dr		West of I-840	1E	No	6.62	8.63	10,612.80	76	14	16,508.80	73,110.40
SR 266	West of I-840		East of I-840	1E	No	8.63	8.9	1,425.60	90	0	0.00	14,256.00
SR 266-Ramp(s)	Sam Ridley Pkwy		Rams at SR 266 and SR1 US41/70)	1C	Yes	SR 1 North Bound (US41/70)	SR 266 East Bound	2,225.00	36	0	0.00	8,900.00
SR 266-Ramp(s)	Sam Ridley Pkwy		Rams at SR 266 and SR1 US41/70)	1C	Yes	SR 1 266 West Bound	SR 1 West Bound (US41/70)	2,800.00	36	0	0.00	11,200.00
SR 266-Ramp(s)	Sam Ridley Pkwy		Rams at SR 266 and SR1 US41/70)	1C	Yes	SR 1 West Bound (US41/70)	SR 1 266 West Bound	2,200.00	36	0	0.00	8,800.00
SR 266-Ramp(s)	Sam Ridley Pkwy		Rams at SR 102 and SR1 US41/70)	1C	Yes	SR 266 East Bound	SR 1 (US41/70)	2,400.00	36	0	0.00	9,600.00
							Total Length (mi.):	30.48		**Total Roadway Surface:**		1,094,002.00

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible **mowing area in acres to be maintained in a 12-Month period**. For a 24-Month contract, the following quantities will be doubled. All eligible mowing areas shall be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre:	$ 50.00
Calculated Maximum **Annual** Reimbursement (Mowing):	$ 54,950.00
Total Maximum Reimbursement (Mowing):	$ 109,900.00

Mowing Inventory Worksheet

Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
SR 1	1G	3.05	4.649	6.21	6.89	13.1	6	78.6
SR 1	1G	5.469	6.145	2.59	2.05	4.64	6	27.84
SR 1	1G	6.371	9.64	11.41	12.96	24.37	6	146.22
SR 102	2A	7.77	11.51	32.52	63.96	96.48	6	578.88
SR 266	1G	0	0.54	2.88	0	2.88	6	17.28
SR 266	1E	0.54	1.51	5.17	0	5.17	6	31.02
SR 266	1G	1.51	2.66	7.53	0	7.53	6	45.18
SR 266	1E	5	8.9	4.62	24.3	28.92	6	173.52
						Total Contract Area (acres):		1099

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

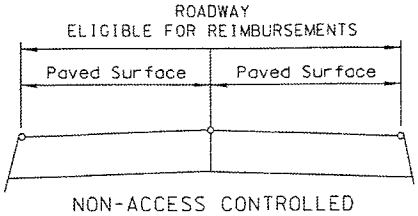
The following Table itemizes the eligible **length of litter removal in linear miles to be maintained in a 12-Month period** to the nearest whole square yard. For a 24-Month contract, the following quantities will be doubled. The Contractor shall maintain all eligible linear miles under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Approved Litter Reimbursement Per Mile:	$ 60.00
Calculated Maximum **Annual** Reimbursement (Litter):	$ 18,057.60
Total Maximum Reimbursement (Litter):	$ 36,115.20

Litter Inventory Worksheet

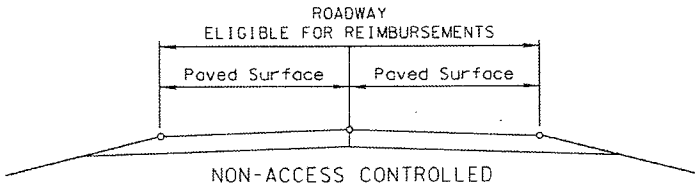
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter ($)
SR 1	1G	3.05	4.65	1.6	1	1.6	$ 60.00	12	19.2	1,152.00
SR 1	1G	5.48	9.69	4.21	1	4.21	$ 60.00	12	50.52	3,031.20
SR 102	2A	7.77	11.51	3.74	3	11.22	$ 60.00	12	134.64	8,078.40
SR 102	1E	11.51	13	1.49	1	1.49	$ 60.00	12	17.88	1,072.80
SR 266	1G	0	0.54	0.54	1	0.54	$ 60.00	12	6.48	388.80
SR 266	1E	0.54	1.51	0.97	1	0.97	$ 60.00	12	11.64	698.40
SR 266	1G	1.51	2.66	1.15	1	1.15	$ 60.00	12	13.8	828.00
SR 266	1G	5	8.9	3.9	1	3.9	$ 60.00	12	46.8	2,808.00
						Total Contract Litter (mi.):			300.96	$ 18,057.60

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS



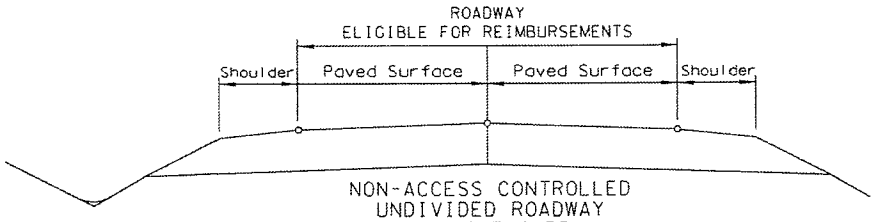
NON-ACCESS CONTROLLED
UNDIVIDED ROADWAY

FIGURE 1A



NON-ACCESS CONTROLLED
UNDIVIDED ROADWAY

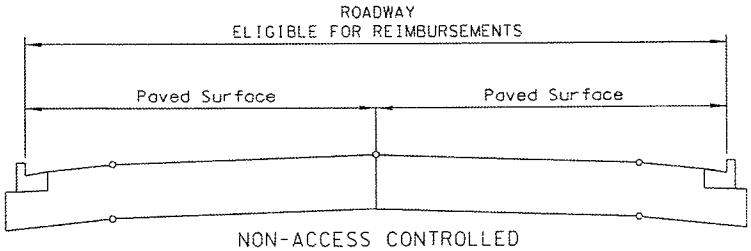
FIGURE 1B



NON-ACCESS CONTROLLED
UNDIVIDED ROADWAY
WITHOUT CURB

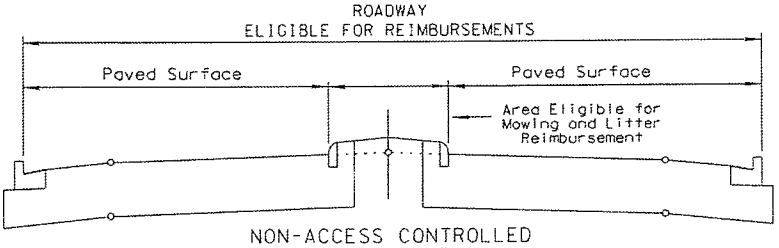
FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.



NON-ACCESS CONTROLLED
UNDIVIDED ROADWAY
WITH CURB

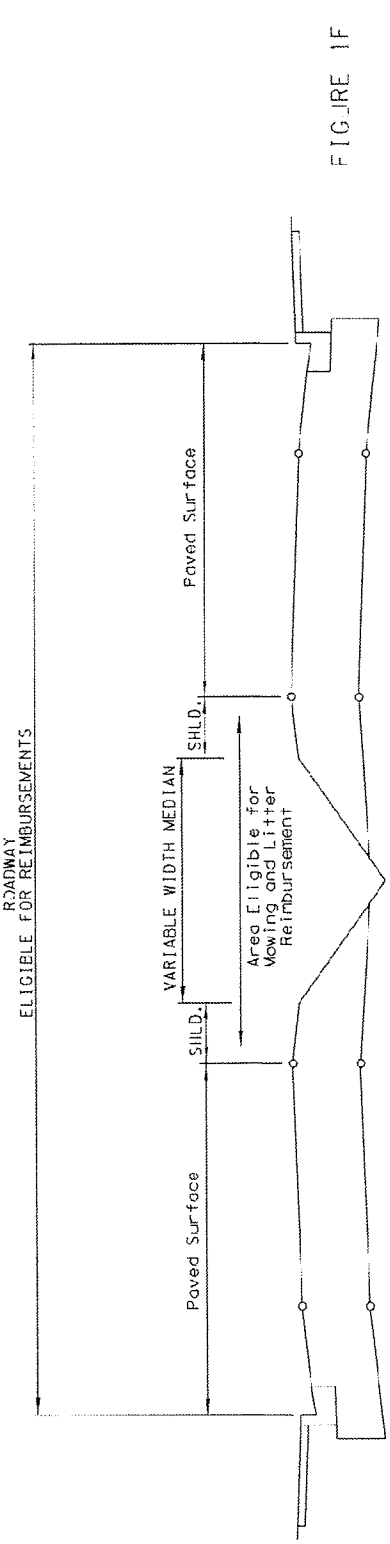
FIGURE 1D

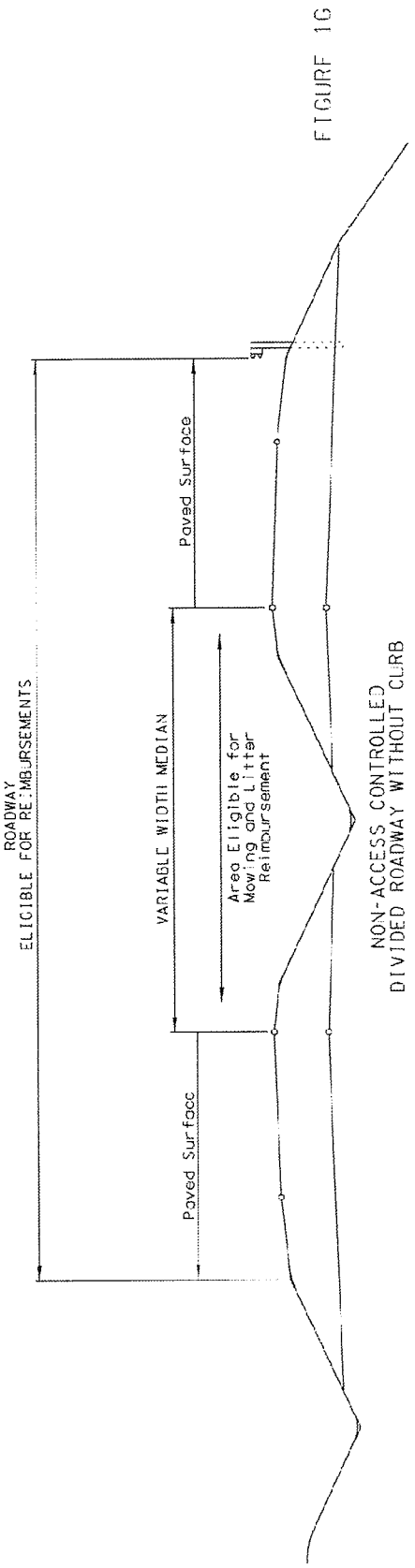


NON-ACCESS CONTROLLED
DIVIDED ROADWAY
WITH CURB

FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS





NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

EXHIBIT A

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

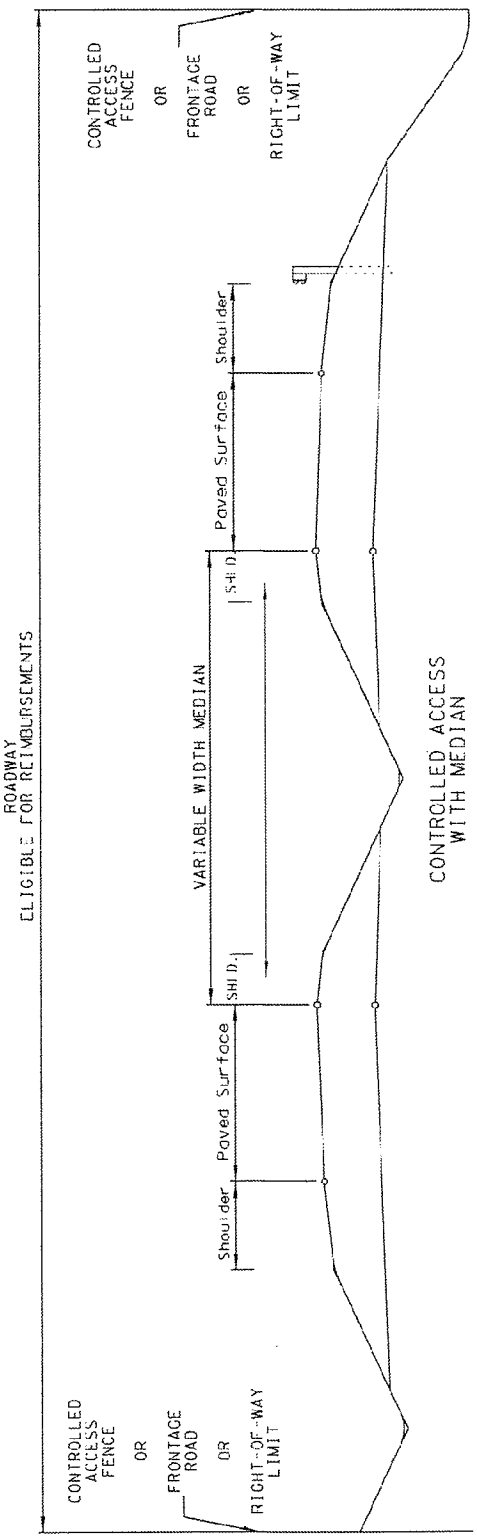


FIGURE 2A

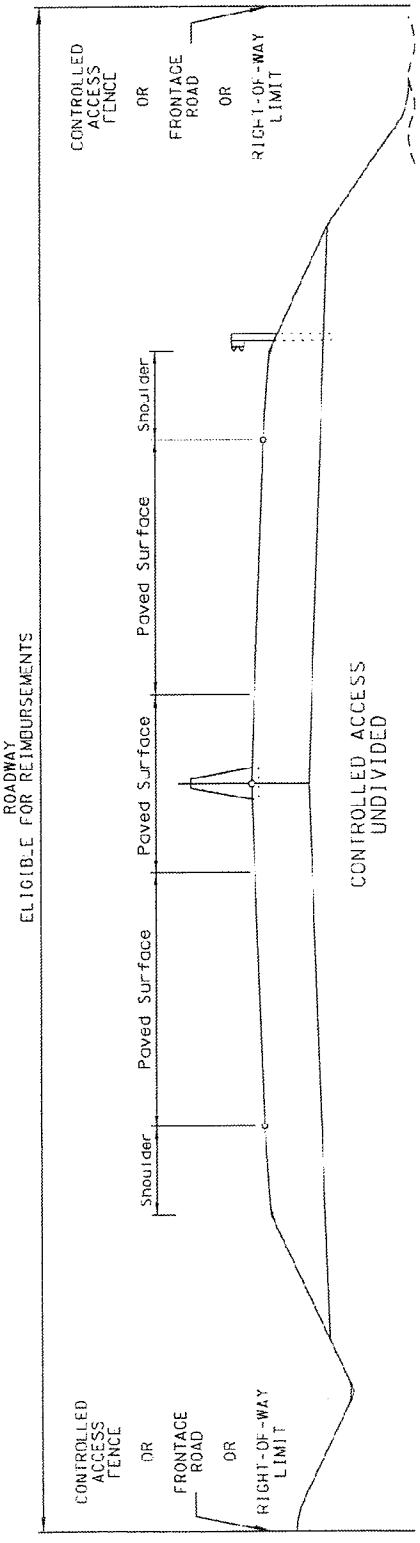


FIGURE 2B

"EXHIBIT B"

MAXIMUM ALLOWABLE EQUIPMENT RATES

2026-2028 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	$18.00	HR
2	TRUCK, PICKUP	$20.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	$24.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	$24.00	HR
5	TRUCK, UTILITY/SERVICE BODY	$28.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	$70.00	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	$80.00	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	$100.00	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	$120.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	$30.00	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	$45.00	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	$65.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	$85.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	$70.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	$85.00	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	$165.00	HR
17	SWEEPER, TRUCK MOUNTED	$200.00	HR
18	SWEEPER, SELF-PROPELLED	$110.00	HR
19	TRUCK, CRANE	$65.00	HR
20	TRUCK, EXCAVATOR	$190.00	HR
21	TRUCK, REFUSE COLLECTION	$85.00	HR
22	TRACTOR, W/SWEEPER	$66.00	HR
23	TRACTOR, W/DITCHER	$125.00	HR
24	TRACTOR, WHEEL	$100.00	HR
25	CHIPPER, BRUSH	$70.00	HR
26	TRAILER, TILT	$9.00	HR
27	TRAILER, PLATFORM OR GENERAL	$29.00	HR
28	TRAILER, LOW BOY TANDEM	$21.00	HR
29	JOINT & CRACK SEALING MACHINE	$55.00	HR
30	ASPHALT RECLAIMER/RECYCLER MACHINE	$76.00	HR
31	PAVER, ASPHALT SELF-PROPELLED	$150.00	HR
32	DISTRIBUTOR, ASPHALT, PULL TYPE	$51.00	HR
33	CHIP SPREADER MACHINE	$110.00	HR
34	EXCAVATOR, TRACK TYPE (TRACKHOE)	$165.00	HR
35	DRAGLINES AND CRANES	$188.00	HR
36	TRACTOR, CRAWLER (DOZER)	$165.00	HR
37	MOTOR GRADER	$110.00	HR
38	BACKHOE	$75.00	HR

"EXHIBIT B"

MAXIMUM ALLOWABLE EQUIPMENT RATES

2026-2028 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
40	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	$110.00	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	$110.00	HR
42	LOADER, FRONT END TRACK TYPE	$110.00	HR
43	LOADER, SKID-STEER	$100.00	HR
44	PROFILER, MILLING MACHINE	$500.00	HR
45	ROLLER, WALK BEHIND	$8.00	HR
46	ROLLER, STEEL WHEEL, 1 TO 5 TONS	$100.00	HR
47	ROLLER, STEEL WHEEL, OVER 5 TONS	$170.00	HR
48	GENERATOR, PORTABLE	$52.00	HR
49	AIR COMPRESSOR, PORTABLE OR PULL TYPE	$64.00	HR
50	WELDER, PORTABLE OR PULL TYPE	$10.00	HR
51	CONCRETE MIXER, PORTABLE OR PULL TYPE	$60.00	HR
52	CURBING MACHINE	$140.00	HR
53	PAINT MACHINE, WALK BEHIND	$70.00	HR
54	PAINT MACHINE, TRUCK MOUNTED (LARGE)	$175.00	HR
55	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	$40.00	HR
56	TRAFFIC LINE REMOVER (WATER BLASTER)	$100.00	HR
57	ARROW BOARD, TRAILER OR TRUCK MOUNTED	$5.00	HR
58	MESSAGE SIGN, TRAILER MOUNTED	$5.00	HR
59	LIGHT TOWER, TRAILER MOUNTED	$30.00	HR
60	TRUCK MOUNTED ATTENUATOR	$10.00	HR

Equipment reimbursement is based on TDOT and Rental Rate Blue Book rates, using FHWA-approved methods. If equipment is not listed or matched, other industry-standard rates, such as the FEMA Schedule or Department-approved rates, may be used.

"EXHIBIT B"

TOWN OF SMYRNA

MAXIMUM ALLOWABLE LABOR RATES

(To be supplied by the City at this time)

Beginning July 1, 2026 and ending June 30, 2028

Job Title Classification	Low Rate	High Rate
Public Works Director	$97.47	$147.57
Town Engineer	$97.47	$147.57
Traffic Operator	$44.69	$67.66
Public Works Superintendent	$61.63	$93.31
Streets Supervisor	$49.92	$151.17
Construction Inspector	$42.51	$128.73
Environmental Technician	$42.51	$128.73
Heavy Equipment Mechanic	$42.51	$128.73
Equipment Mechanic	$36.20	$109.63
Heavy Equipment Operator	$39.23	$118.80
Equipment Operator	$33.41	$101.16
Utility Worker	$30.83	$93.36
Traffic Sign Technician	$36.20	$109.63
Office Coordinator	$42.51	$128.73
Administrative Assistant	$36.20	$109.63
Traffic Police Officer	$33.17	$100.45

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 5.f.
Department: Public Works

Date: May 12, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Capital City Construction for reconstruction of the retaining wall and guardrail along Industrial Drive.

Fiscal Impact:
The lowest responsive responsible bidder is Capital City at $289,819. We had budgeted $300,000 for this project in 320-43130-937 and currently have a balance for this fiscal year of $287,620. This project will extend past June 30. Finance has been notified and will create payable entries for outstanding invoices.

Contract Type:
Original Contract

Contract Term (if applicable):
This contract will be closed upon completion of the project. From notice to proceed, the contractor has 120 days to complete or they will enter into liquidated damages at a rate of $500 per day.

Background:
A large vehicle, most likely a tractor trailer, drove off the road and damaged the guardrail and pushed part of the retaining wall out. The vehicle left the scene, and we were not able to determine who damaged this area. This project will include tying the top of the wall to the road and guardrail to help prevent damage to the wall if this happens again. There is a discrepancy in the bid. The bid shows a total cost of $292,117, but there is a typo for item 403-01. The cost should be $250, not $2,550. The Engineer of Record has alerted the bidder to the discrepancy. See included email.

Summary:
This project will include removal of a portion of the retaining wall, rebuilding the wall, and installing a cap on the wall with a new guardrail.

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

Attachments:

1. Bid Tab_Industrial Blvd
2. Capital City Construction Services LLC
3. Portfolio_BID TAB_Industrial Blvd
4. Town of Smyrna Mail - Town of Smyrna Retaining Wall & Guardrail Repair

Energy Land & Infrastructure

745 S. Church St., Suite 801
Murfreesboro, TN 37130
Phone: (615) 383-6300

Project: Retaining Wall & Guardrail Repair on Industrial Blvd. at Team Blvd.
Bid Date: 3/24/26

BID TABULATION

					Engineer's Estimate		Adams Contracting		Capital City Construction		Jarrett Builders	
	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$18,615.66	$18,615.66
2	201-07.01	REMOVAL AND DISPOSAL OF BRUSH & TREES	LS	1	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$4,107.00	$4,107.00
3	202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$5,000.00	$5,000.00	$35,000.00	$35,000.00	$26,000.00	$26,000.00	$10,560.00	$10,560.00
	202-08.10	REMOVAL OF CURB & GUTTER	L.F.	123	$15.00	$1,845.00	$18.00	$2,214.00	$33.00	$4,059.00	$50.00	$6,150.00
4	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	185	$25.00	$4,625.00	$75.00	$13,875.00	$95.00	$17,575.00	$74.00	$13,690.00
5	209-03.21	FILTER SOCK (12 INCH)	L.F.	100	$8.00	$800.00	$4.00	$400.00	$12.50	$1,250.00	$5.00	$500.00
	209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	100	$2.50	$250.00	$2.00	$200.00	$5.00	$500.00	$4.00	$400.00
	209-09.41	CURB INLET PROTECTION (TYPE 2)	EACH	2	$400.00	$800.00	$250.00	$500.00	$1,000.00	$2,000.00	$2,000.00	$4,000.00
6	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	52	$45.00	$2,340.00	$80.00	$4,160.00	$115.00	$5,980.00	$110.00	$5,720.00
	307-01.01	ASPHALT CONCRETE MIX (PG64-22), GRADING A	TON	14.5	$125.00	$1,812.50	$265.00	$3,842.50	$485.00	$7,032.50	$327.00	$4,741.50
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING BM-2	TON	14.0	$128.00	$1,792.00	$274.00	$3,836.00	$500.00	$7,000.00	$339.00	$4,746.00
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	0.12	$950.00	$114.00	$1,600.00	$192.00	$10,000.00	$1,200.00	$2,000.00	$240.00
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	0.51	$80.00	$40.80	$65.00	$33.15	$2,000.00	$1,020.00	$84.00	$42.84
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.05	$912.00	$45.60	$1,600.00	$80.00	$5,000.00	**$250.00**	$2,000.00	$100.00
	407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	135	$10.00	$1,350.00	$7.00	$945.00	$42.50	$5,737.50	$10.00	$1,350.00
	411-01.10	ACS MIX(PG64-22) GRADING D	TON	10.3	$135.00	$1,390.50	$350.00	$3,605.00	$700.00	$7,210.00	$440.00	$4,532.00
7	604-07.01	MSE MODULAR BLOCK FACED RETAINING WALL (REPAIR)	S.F.	420	$220.00	$92,400.00	$190.00	$79,800.00	$185.00	$77,700.00	$820.00	$344,400.00
	620-03.10	SINGLE SLOPE CONCRETE PARAPET (CONCRETE RAILING)	L.F.	103	$310.00	$31,930.00	$150.00	$15,450.00	$335.00	$34,505.00	$595.00	$61,285.00
8	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	1.50	$600.00	$900.00	$1,100.00	$1,650.00	$6,200.00	$9,300.00	$3,334.00	$5,001.00
	705-06.01	W BEAM GUARDRAIL (TYPE 2) (MASH TL-3)	L.F.	100	$35.00	$3,500.00	$30.00	$3,000.00	$50.00	$5,000.00	$38.00	$3,800.00
	705-06.26	THRIE BEAM GUARDRAIL TRANSITION TO CONCRETE PARAPET	EACH	1	$2,400.00	$2,400.00	$2,100.00	$2,100.00	$2,750.00	$2,750.00	$2,667.00	$2,667.00
	706-10.80	W BEAM TERMINAL CONNECTION (MICHIGAN END SHOE)	EACH	1	$315.00	$315.00	$270.00	$270.00	$1,250.00	$1,250.00	$334.00	$334.00
9	707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	300	$3.10	$930.00	$2.00	$600.00	$5.00	$1,500.00	$3.00	$900.00
	712-01	TRAFFIC CONTROL	LS	1	$20,000.00	$20,000.00	$47,000.00	$47,000.00	$30,000.00	$30,000.00	$80,884.00	$80,884.00
	717-01	MOBILIZATION	LS	1	$20,000.00	$20,000.00	$75,000.00	$75,000.00	$35,000.00	$35,000.00	$9,234.00	$9,234.00
					*TOTAL	$226,138.44	TOTAL	**$298,252.65**	TOTAL	**$289,819.00**	TOTAL	**$588,000.00**
					*includes 10% contingency		**Adams Contracting**		**Capital City Construction**		**Jarrett Builders**	

FOOTNOTES

(1) ALL DIMENSIONAL DETAILS SHOWN ON PLANS, INCLUDING ELEVATIONS, SHALL BE CHECKED BY THE CONTRACTOR TO ASSURE ACCURACY OF THE LAYOUT PRIOR TO CONSTRUCTION. ANY APPARENT DISCREPANCIES SHALL BE REPORTED TO THE TOWN OF SMYRNA IMMEDIATELY, AND PRIOR TO PROCEEDING WITH RELATED WORK.

(2) INCLUDES REMOVAL OF SHRUBS AND TREES FROM WITHIN THE PROJECT LIMITS.

(3) INCLUDES REMOVAL OF ANY EXISTING STRUCTURES OR OBSTRUCTIONS WITHIN THE PROJECT LIMITS.

(4) EXCAVATION INCLUSIVE OF ASPHALT PAVEMENT REMOVAL

(5) TO BE USED AS DIRECTED BY ENGINEER FOR ADDITIONAL EPSC MEASURES (TDOT DWG. # EC-STR-8)

(6) INCLUDES BASE STONE UNDER ROADWAY AND CURB AND GUTTER.

(7) INCLUDES ALL COSTS ASSOCIATED WITH THE CAST-IN-PLACE COPING, MOMENT SLAB, AGGREGATE BASE, STRUCTURAL BACKFILL, AND GEOSYNTHETIC REINFORCEMENT.

(8) TDOT STD. DETAIL RP-VC-10 CONCRETE CURB AND GUTTER (TYPE 6-30)

(9) TO BE USED AS DIRECTED BY ENGINEER FOR PEDESTRIAN SAFETY.

BID TABULATION NOTES:

The bid tabulation uses the submitted unit prices and quantities and calculates the item total cost. Differences between the contractor submitted bid forms and the bid tabulation are shown in red text. The calculated amounts and totals are corrected as shown.

CORRECTIONS:

Capital City Construction: Item 403-01, use of incorrect quantity (apparently from line above) resulted in a bid cost of $2550, which has been corrected to $250. This correction lowered the total bid by $2300, from $292,119.00 to $289,819.00.

No further corrections noted.

APPARENT LOW BIDDER:

After review of the bids and this tabulation, **Capital City Construction** is the apparent low bidder.

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR THE CONSTRUCTION OF

RETAINING WALL & GUARDRAIL REPAIR

ON INDUSTRIAL BLVD. @ TEAM BLVD.

TOWN OF SMYRNA, TN

February 2026

Mary Esther Reed, Mayor
Mark Adkins, Vice Mayor
H.G. Cole, Council Member
Jerome Dempsey, Council Member
Racquel Peebles, Council Member
Gerry Short, Council Member
Steve Sullivan, Council Member

Prepared by:

Energy Land & Infrastructure

745 South Church Street, Suite 801

Murfreesboro, Tennessee 37130

Telephone: 615-383-6300

ELI Project No.: 24-12-2601

BID DATE: March 24, 2026

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LEGAL NOTICE
INVITATION TO BIDDERS

The Town of Smyrna will accept bids for the Retaining Wall and Guardrail Repair on Industrial Boulevard @ Team Boulevard in Smyrna, Tennessee.

The project will remove damaged guardrail, repair the existing segmental block MSE retaining wall, and install a new concrete barrier rail.

Sealed bids will be accepted until **10:00 am Tuesday, March 24, 2026** at which time bids will be publicly opened and read aloud at **Smyrna Town Hall**. No bid may be withdrawn after the scheduled closing time for a period of 90 (ninety) days. All bids must be marked in a sealed envelope and mailed or hand delivered to:

Sierra Lowry
Smyrna Town Hall
Retaining Wall and Guardrail Repair on Industrial Boulevard @ Team Boulevard
March 24, 2026 @ 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

Digital copies of bidding documents and plans may be obtained from Energy Land & Infrastructure, LLC, Consultants via email request to tim.haggard@eli-llc.com at no cost. Plans may also be viewed at the Town of Smyrna Public Works Department, c/o Tom Rose, 315 South Lowry Street.

All Bidders must be licensed Contractors in the State of Tennessee in strict accordance with State regulations. All bidders shall comply with the Tennessee Contractor' License law Section 62-6-119 (Bid documents - Required disclosure by bidders) when submitting bids. Please refer to State Licensing Board https://www.tn.gov/commerce/regboards/contractor for all applicable licensing laws.

Bidders will be required to obtain a Smyrna Business License. Refer to the contract documents for criteria.

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

The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town.

SUBMITTED BY: SIERRA LOWRY
FINANCE DIRECTOR

TO BE RUN: February 24, 2026

SECTION A
BIDDING DOCUMENTS

TITLE VI COMPLIANCE SURVEY

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

Please complete the following information:

NAME OF COMPANY Capital City Construction Services, LLC

NAME OF OWNER/CONTRACTOR: Cory Dobbs - President

ADDRESS OF OWNER/CONTRACTOR: P.O. Box 681117, Franklin, TN 37068

COUNTY: Williamson

TYPE OF SERVICES PROVIDED: Construction

CONTRACT: RETAINING WALL AND GUARDRAIL REPAIR
INDUSTRIAL BOULEVARD @ TEAM BOULEVARD

OWNER/CONTRACTOR (Race/Gender)		**EMPLOYEES** (Number in each category)	
White Male	X	White Males	9
White Female		White Females	1
African-American Male		African-American Males	1
African-American Female		African-American Females	
Hispanic Male		Hispanic Males	15
Hispanic Female		Hispanic Females	
Native American Male		Native American Males	
Native American Female		Native American Females	
Asian-American Male		Asian-American Males	
Asian-American Female		Asian-American Females	
Other _____Male		Other _____ Males	
Other _____Females		Other _____ Females	

TOWN OF SMYRNA CONSTRUCTION CONTRACT CERTIFICATE

OF NON-DISCRIMINATION

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

RETAINING WALL AND GUARDRAIL REPAIR INDUSTRIAL BOULEVARD @ TEAM BOULEVARD

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

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

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

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

Contractor's Name Capital City Construction Services, LLC Date 3/24/26

Cory Dobbs

Signature _____ Title President

Printed or typed name and title

AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF Maury OF PRIME BIDDER

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

1. He/She is the principal officer for Capital City Construction Services, LLC;
2. That the bidding entity has submitted a bid to the Town of Smyrna for the construction of RETAINING WALL AND GUARDRAIL REPAIR INDUSTRIAL BOULEVARD @ TEAM BOULEVARD;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated.*
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

AFFIANT

SUBSCRIBED AND SWORN TO before me this 23rd day of March, 2026.

HARRIET M GREER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

NOTARY PUBLIC

My Commission expires: 02/20/2028

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

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

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

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

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

[Acts 2000, ch.918,§§ 1,2.]

TOWN OF SMYRNA CONSTRUCTION CONTRACT CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

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

RETAINING WALL AND GUARDRAIL REPAIR INDUSTRIAL BOULEVARD @ TEAM BOULEVARD

1. the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the Town of Smyrna:
2. and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;
3. If any person who contracts to supply goods or services to the Town of Smyrna or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the Town of Smyrna, the Town of Smyrna shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the Town of Smyrna for a period of one (1) year from the date of discovery of the usage of **illegal** immigrant services in the performance of a contract to supply goods or services to the Town of Smyrna

Contractor's Name Capital City Construction Services, LLC Date 3/24/26

Cory Dobbs

Signature _____ Title President

Printed or typed name and title

TOWN OF SMYRNA CONSTRUCTION CONTRACT CERTIFICATE OF NON-COLLUSION

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

RETAINING WALL AND GUARDRAIL REPAIR INDUSTRIAL BOULEVARD @ TEAM BOULEVARD

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

Contractor's Name Capital City Construction Services, LLC Date 3/24/26

Cory Dobbs

Signature _____ Title President

Printed or typed name and title

INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. WORKERS COMPENSATION
   Workers Compensation insurance shall be in compliance with the State of Tennessee and shall be statutory. Employers Liability shall be included with a minimum limit of

   $500,000 per accident/per disease/per employee.

2. COMMERCIAL GENERAL LIABILITY
   Commercial General Liability insurance shall have a minimum limit per occurrence of

   $1,000,000 and a minimum general aggregate of $2,000,000. It shall include completed operations, product liability and personal injury liability insurance.

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES
   a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor.
   b. The Contractor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Contractor's insurance.

2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

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

3. ALL COVERAGES

   a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
   b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
   c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.
   d. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.
   e. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an

A.M. Best Company ratings no less than an A.

E. VERIFICATION OF COVERAGE

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

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

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

Town of Smyrna

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

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

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

F. SUBCONTRACTORS

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

G. WORKERS' COMPENSATION INDEMNITY

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

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

Contractor shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable

attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in Contractor's performance of this Agreement.

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

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

APPLICABLE LAW:

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

SMYRNA/LOCAL BUSINESS LICENSE:

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

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

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

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

SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the project shall be in complete accordance with the specifications detailed herein.

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

Proposal Exceptions

Section	Brief Description
None	

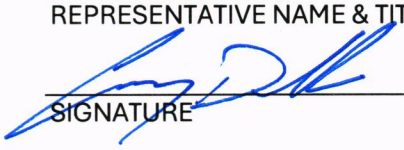
By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the ISQ not noted above. The undersigned hereby declares that no person or party other than the undersigned has any interest whatever in this proposal, that it is without any connection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

Capital City Construction Services, LLC
COMPANY

(615) 659-9233
TELEPHONE NUMBER

Cory Dobbs - President
REPRESENTATIVE NAME & TITLE

FAX NUMBER


SIGNATURE

cdobbs@capitalcitytn.com
E-MAIL ADDRESS



AGREEMENT

This Agreement is made and entered into as of this_____day of_____, 20____, by and between _____, a _____ _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of _____ _____.

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

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

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

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

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

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this

Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

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

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

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

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

8. Indemnification. The parties hereto agree that Bidder shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Bidder in the performance of their obligations under the terms of this agreement, including any and all attachments or exhibits thereto and Bidder agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of this Agreement and shall remain in full force and effect until the expiration

of any applicable statute of limitation. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private of public entities and, therefore, prohibits an agreement by The Town to indemnify a third party or agree to a limitation of liability provision.

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

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

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

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

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

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

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

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

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

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

19. No Presumption Against Drafter: The parties are both business entities having substantial experience with the subject matter of this Agreement, and each has fully

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

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

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

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

TOWN OF SMYRNA, TENNESSEE	**VENDOR:**
By: _____	By: _____
Name: Mary Esther Reed Title: Mayor	Name: CURT DOBBS Title: PRESIDENT
ATTEST:	ATTEST:
_____	_____
Amber Hobbs, Town Clerk	Name: JOSEPH SCOBEY

BID FORM

PROJECT IDENTIFICATION: **RETAINING WALL AND GUARDRAIL REPAIRS ON INDUSTRIAL BLVD. AT TEAM BLVD.**

THIS BID IS SUBMITTED TO: SIERRA LOWRY
SMYRNA TOWN HALL
315 SOUTH LOWRY STREET
SMYRNA, TN 37167

SUBMITTED on March 24, 2026.

State Contractor License No. 82164.

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
None	

B. Bidder has visited the Site, conducted a thorough, alert, visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4.01 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for this Contract.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE: RETAINING WALL AND GUARDRAIL REPAIR ON INDUSTRIAL BLVD. AT TEAM BLVD.

BASE BID ESTIMATED QUANTITIES AND BID PRICES

PRINTED NAME OF BIDDER: Capital City Construction Services, LLC

FN	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	$4000.00	$4000.00
2	201-07.01	REMOVAL AND DISPOSAL OF BRUSH & TREES	LS	1	$2000.00	$2000.00
3	202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$26000.00	$26000.00

FN	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
	202-08.10	REMOVAL OF CURB & GUTTER	L.F.	123	$33.00	$4059.00
4	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	185	$95.00	$17575.00
5	209-03.21	FILTER SOCK (12 INCH)	L.F.	100	$12.50	$1250.00
	209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	100	$5.00	$500.00
	209-09.41	CURB INLET PROTECTION (TYPE 2)	EACH	2	$1000.00	$2000.00
6	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	52	$115.00	$5980.00
	307-01.01	ASPHALT CONCRETE MIX (PG64-22), GRADING A	TON	14.5	$485.00	$7032.50
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING BM-2	TON	14.0	$500.00	$7000.00
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	0.12	$10000.00	$1200.00
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	0.51	$2000.00	$1020.00
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.05	$5000.00	$2550.00
	407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	135	$42.50	$5737.50
	411-01.10	ACS MIX(PG64-22) GRADING D	TON	10.3	$700.00	$7210.00
7	604-07.01	MSE MODULAR BLOCK FACED RETAINING WALL (REPAIR)	S.F.	420	$185.00	$77700.00
	620-03.10	SINGLE SLOPE CONCRETE PARAPET (CONCRETE RAILING)	L.F.	103	$335.00	$34505.00
8	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	1.50	$6200.00	$9300.00
	705-06.01	W BEAM GUARDRAIL (TYPE 2) (MASH TL-3)	L.F.	100	$50.00	$5000.00
	705-06.26	THRIE BEAM GUARDRAIL TRANSITION TO CONCRETE PARAPET	EACH	1	$2750.00	$2750.00
	706-10.80	W BEAM TERMINAL CONNECTION (MICHIGAN END SHOE)	EACH	1	$1250.00	$1250.00
9	707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	300	$5.00	$1500.00
	712-01	TRAFFIC CONTROL	LS	1	$30000.00	$30000.00
	717-01	MOBILIZATION	LS	1	$35000.00	$35000.00

TOTAL BID AMOUNT (NUMERICAL) $ $292,119.00

TOTAL BID AMOUNT, WRITTEN: Two hundred ninety two thousand one hundred nineteen dollars

TOTAL CONTRACT TIME: **120 DAYS**

LIQUIDATED DAMAGES: **$500/DAY**

FOOTNOTES

(1) ALL DIMENSIONAL DETAILS SHOWN ON PLANS, INCLUDING ELEVATIONS, SHALL BE CHECKED BY THE CONTRACTOR TO ASSURE ACCURACY OF THE LAYOUT PRIOR TO CONSTRUCTION. ANY APPARENT DISCREPANCIES SHALL BE REPORTED TO THE TOWN OF SMYRNA IMMEDIATELY, AND PRIOR TO PROCEEDING WITH RELATED WORK.

(2) INCLUDES REMOVAL OF SHRUBS AND TREES FROM WITHIN THE PROJECT LIMITS.

(3) INCLUDES REMOVAL OF ANY EXISTING STRUCTURES OR OBSTRUCTIONS WITHIN THE PROJECT LIMITS.

(4) EXCAVATION INCLUSIVE OF ASPHALT PAVEMENT REMOVAL

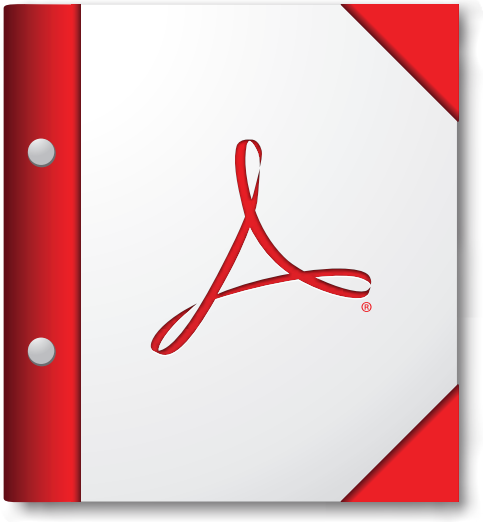
(5) TO BE USED AS DIRECTED BY ENGINEER FOR ADDITIONAL EPSC MEASURES (TDOT DWG. # EC-STR-8)

(6) INCLUDES BASE STONE UNDER ROADWAY AND CURB AND GUTTER.

(7) INCLUDES ALL COSTS ASSOCIATED WITH THE CAST-IN-PLACE COPING, MOMENT SLAB, AGGREGATE BASE, STRUCTURAL BACKFILL, AND GEOSYNTHETIC REINFORCEMENT.

(8) TDOT STD. DETAIL RP-VC-10 CONCRETE CURB AND GUTTER (TYPE 6-30)

(9) TO BE USED AS DIRECTED BY ENGINEER FOR PEDESTRIAN SAFETY.



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Smyrna Tennessee

Tom Rose <tom.rose@townofsmyrna.org>

Town of Smyrna Retaining Wall & Guardrail Repair

1 message

Tim Haggard <tim.haggard@eli-llc.com> Tue, Apr 7, 2026 at 9:36 AM
To: Joseph Scobey <jscobey@capitalcitytn.com>
Cc: Tom Rose <tom.rose@townofsmyrna.org>, Beth Morris <beth.morris@townofsmyrna.org>

Joseph,

Congratulations on your successful low bid on the referenced project. I'm writing to you on behalf of the Town of Smyrna to inform you of a discrepancy in your bid form discovered during the bid tabulation that does not change the order of the bidders. For Item 403-01, the incorrect quantity (apparently inadvertently read from the quantity line above) resulting in a bid cost of $2550, which has been corrected to $250. This correction lowered the total bid by $2300, from $292,119.00 to $289,819.00. The Town of Smyrna will use your bid unit rate and the correct bid form quantity.

Please let me know if you have any questions or need any additional information.

Tim

Tim Haggard, PE[1], PLS[2]

Associate Vice President

745 South Church Street, Suite 801

Murfreesboro, TN 37130

(615) 438-9664 Cell

tim.haggard@eli-llc.com

Energy Land & Infrastructure

[1]PE in TN, KY, AL | [2]PLS in TN, AL

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Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 5.g.
Department: Finance

Date: May 12, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Blankenship CPA Group, PLLC, for audit services for the year ending June 30, 2026.

Fiscal Impact:
The estimated fee is a total of $44,250. This includes a $2,000 fee to utilize a "crosswalk" that converts Town of Smyrna's chart of accounts to the Comptroller's required uniform chart. This fee is budgeted and allocated to various funds based on the ending balance. There could be additional costs relative to the review of grant activity, capital projects, pension funds, and new GASB implementation. These are labor intensive reviews; the full scope of work is unknown until the audit procedures begin.

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
The Town of Smyrna is required to complete an audit by both TCA 6-56-105 and the Town Charter Article XI Finance, Section 11.11,C-28. Blankenship CPA Group, PLLC is an independent and certified public accounting firm. They have been approved by the Comptroller of the Treasury to perform audits of TN municipalities.

Summary:
Audit work is considered a professional service; staff recommends Blankenship CPA due to their extensive experience with local governments, enterprise funds, GFOA requirements, and single audits. This audit contract will additionally have to be approved by the Comptroller.

Fieldwork is estimated to take place from July through October 2026. The completed audit report is estimated to be submitted in early December 2026.

Recommended Council Action:
Staff recommends giving the Mayor authority to enter into a contract with Blankenship

CPA.

Attachments:

1. Smyrna Blankenship 2026 Contract draft

CONTRACT TO AUDIT ACCOUNTS
OF
Town of Smyrna

FROM July 01, 2025 TO June 30, 2026

This agreement made this **17th** day of **April 2026**, by and between **Blankenship CPA Group, PLLC**, **101 Winners Circle, Brentwood, TN 37027**, hereinafter referred to as the "auditor" and **Town of Smyrna**, of **315 South Lowry Street, Smyrna, TN 37167**, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning **July 01, 2025**, and ending **June 30, 2026** with the **exceptions listed below**:
Smyrna Trails Grant Program Phase 1 - 1052

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).* The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.

b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **1** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **December 31, 2026**, **or six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization**. **(Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
Additional copies provided upon request

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Not withstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the

organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits**. The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA)**. Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

b) The contracting auditor shall be considered the "component auditor" for purposes of this section.

c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statementsthat are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)

d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.

f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.

g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.

h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government**.** The component auditor agrees to **update subsequent events** between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.

i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.

j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.

k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk**. The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, **or** if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Special Provisions) **Attached engagement letter incorporated by reference**

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below. (Fees may be fixed amounts or estimated.)

Fixed Contract Fee:
Audit **$42,250.00**
Municipal Chart of Accounts Crosswalk **$2,000.00**
Total Fixed Contract Fee **$44,250.00**
or
Estimated Contract Fee:
Audit
Municipal Chart of Accounts Crosswalk
Total Estimated Contract Fee

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:
$42,250 for ACFR audit. Additional Single Audit fee, if applicable. Additional fees for adoption of new accounting pronouncements an other

accounting assistance will be accounted for and billed separately

12. As the authorized representative of the firm, I do hereby affirm that:
   - our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
   - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
   - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards;*
   - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit firm	Governmental Unit or Organization
By	By
Signature	Signature
Title/Position:	Title/Position:
E-mail address:	E-mail address:
Date:	Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

DRAFT

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 5.h.
Department: Fire Department

Date: May 12, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract for the purchase of a Pierce custom Enforcer Walk-In Rescue apparatus for the Fire Department.

Fiscal Impact:
The total purchase price for the apparatus is $1,611,431.00, utilizing Sourcewell cooperative purchasing (Contract #113021-OKC), which satisfies competitive procurement requirements. The price includes pre-build and final inspection trips, delivery and training. This is a capital purchase, which is represented on the Capital Improvement Plan in FY30

Contract Type:
One-Time Purchase

Contract Term (if applicable):

Background:
The Smyrna Fire Department requests approval to enter into a contract with Siddons-Martin Emergency Group, LLC for the purchase of one (1) Pierce Custom Enforcer Walk-In Rescue apparatus.

The order and build time for the new Rescue is currently estimated at 48-months, with an estimated completion date sometime in calendar year 2030. No payment is required prior to delivery.

This apparatus is intended to replace Rescue 1, a 2011 model, which will be rotated into the fleet as a reserve unit. The current reserve Rescue, a 2003 model that will be 27 years old when the new Rescue arrives, will then be surplused. The proposed unit is designed to meet current operational demands and support the delivery of efficient emergency services to the community.

The total purchase price for the apparatus is **$1,611,431.00**, utilizing Sourcewell cooperative purchasing (Contract #113021-OKC), which satisfies competitive

procurement requirements. The price includes pre-build and final inspection trips, delivery and training.

The estimated delivery timeline is approximately **48–49 months** from the date of order. The proposal includes provisions related to potential cost adjustments tied to inflation indices, as well as standard terms regarding cancellation and payment.

By signing the contract prior to May 5/29/26, the Town will realize a savings of 1.75%, or approximately $28,000.00. If signed after May 31st, the cost will increase by an additional $83,000 due to the implementation of newly implemented 2028 emission standards.

Summary:
The Smyrna Fire Department requests approval to enter into a contract with Siddons-Martin Emergency Group, LLC for the purchase of one (1) Pierce Custom Enforcer Walk-In Rescue apparatus to replace Rescue 1, a 2011 model, which will be rotated into the fleet as a reserve unit.

Recommended Council Action:
Staff recommends approval of the contract with Siddons-Martin Emergency Group, LLC in the amount of $1,611,431.00 for the purchase of one (1) Pierce Custom Enforcer Walk-In Rescue apparatus.

Attachments:
1. Smyrna HDR 1414 Proposal 4-21-26

Siddons Martin Emergency Group, LLC
892 Kansas St.
Memphis, TN 38106
DEALER # 21916

April 21, 2026

Camron Phelps
SMYRNA FIRE DEPARTMENT (TN)
145 S LOWRY ST
SMYRNA, TN 37167

Proposal For: 2026 Smyrna Rescue

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to SMYRNA FIRE DEPARTMENT (TN). Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB SMYRNA FIRE DEPARTMENT (TN) and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1414 - Pierce-Custom Enforcer Rescue, Walk-In **(Unit Price - $1,611,431.00)** Delivery within 48-49 months of order date QUOTE # - SMEG-0011531-2	
Vehicle Price	$1,611,431.00
1414 - UNIT TOTAL	**$1,611,431.00**
SUB TOTAL	$1,611,431.00
Sourcewell 113021-OKC (FIRE)	$0.00
TOTAL	**$1,611,431.00**

Price guaranteed until 5/29/2026

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Tennesse. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Bradley Johnson 04/21/2026

Bradley Johnson

I, _____, the authorized representative of SMYRNA FIRE DEPARTMENT (TN), agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____

Signature & Date

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 5.i.
Department: Utilities

Date: May 12, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Boozer & Company for appraisal services to purchase property around the Water Treatment Plant for a future plant expansion.

Fiscal Impact:
The cost for appraisal service for properties surrounding the WTP is $13,000.

Contract Type:
Original Contract

Contract Term (if applicable):
N/A

Background:
Utilities Department has in the FY26 budget to purchase property around the WTP for a future plant expansion and potential future operations facility for Gas/WSM. The surrounding properties are broken down into sections to provide different options for the negotiations to purchase properties.

Summary:
Appraisal services for property breakdown around WTP for purchase.

Recommended Council Action:
Staff recommends approval of the appraisal service contract with Boozer & Company.

Attachments:
1. 2026 03 23 Proposal for Town of Smyrna - WTP Project (1)
2. 28299.0017 - Smyrna WTP Property Exhibit - South Parcel
3. 28299.0017 - Smyrna WTP Property Exhibit - Area A B & C
4. 28299.0017 - Smyrna WTP Property Exhibit - Area B & C
5. 28299.0017 - Smyrna WTP Property Exhibit - Area C

BOOZER
& COMPANY, P.C.

March 23, 2026

Mr. Mark Parker, PE
Asst. Director of Utilities
Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167

RE: Proposal for Real Estate Appraisal Services:
WTP Properties
Smyrna, Rutherford County, Tennessee

Dear Mark,

Per your request, I respectfully submit this formal proposal for ***Boozer & Company, P.C.*** to conduct Appraisal Reports regarding the above-referenced properties.

The purpose of the appraisals will be to estimate the "Total Amount Due Owner" as a result of the proposed acquisitions. The reports will be completed in accordance with the *Uniform Standards of Professional Appraisal Practice and* the *Uniform Relocation Assistance & Real Property Acquisition Act.* The intended use of the appraisals will be to establish a basis of value for the proposed acquisitions. The intended user of the appraisal report will be the Town of Smyrna.

Fee: Appraisals will be conducted on the following tracts:

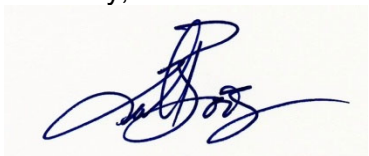
Report No.	Tract ID	Description	Owner	Fee
1	A, B, C	28.17-Acre Improved Residential Tract	Williams	$5,500
2	B & C	25.59-Acre Vacant Tract	Williams	$2,500
3	C	6.54-Acre Vacant Tract	Williams	$2,500
4	19-12.03	14.15-Acre Vacant Tract	Johns	$2,500
Total				**$13,000**

Additional tracts necessary for the project will be negotiated on a case by case basis. Any and all updates to the appraisal reports due to plans changes, ownership changes, meetings/depositions/testimony/conferences regarding litigation of the tracts, shall be billed at a rate of **$350 per hour.**

Timing: The assignment can be completed within **30 days** after the date we are authorized to proceed, and after receiving all necessary plans, exhibits, legal descriptions, and other items necessary to properly identify the proposed acquisitions.

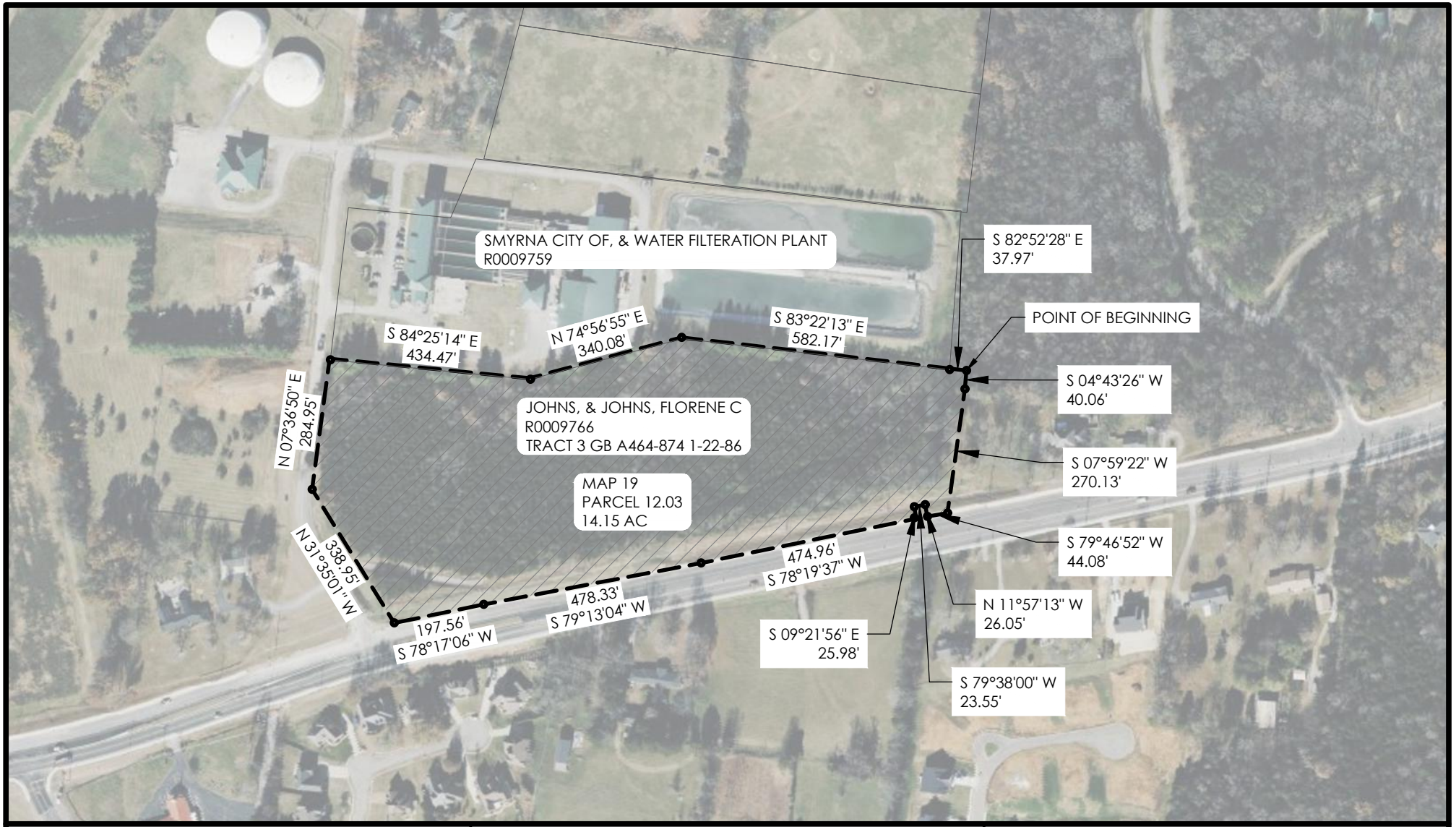
Thank you for allowing *Boozer & Company, P.C.* the opportunity to submit this proposal. We will proceed with the preparation of the appraisals upon receipt of a signed copy of this letter. If you have any questions, please feel free to contact me at 615-591-4422 ext. 203. I look forward to working with you on this assignment.

Sincerely,



Ted A. Boozer, MAI, CG-973
State Certified General Real Estate Appraiser

Signed Date



300 0 150 300

1 INCH = 300 FEET

PREPARED FOR:

TOWN OF SMYRNA

PROPOSED MAP 19, PARCEL 12.03
WTP PROPERTY AQUISITION

SMYRNA, TN

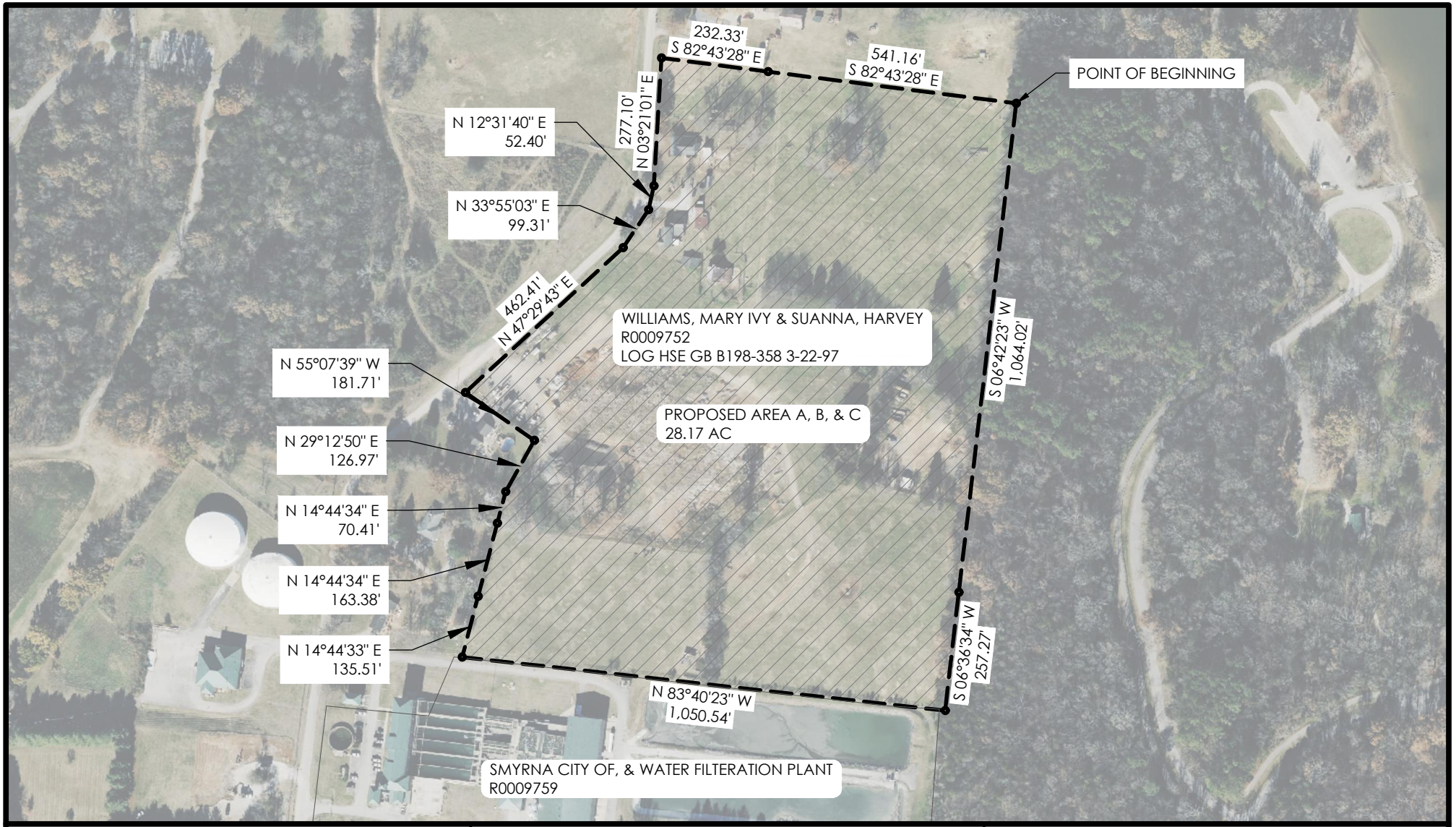
3/11/2026

THOMAS & HUTTON

262 Robert Rose Drive • Suite 102
Murfreesboro, TN 37129 • 615.220.5800

www.thomasandhutton.com

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.



300 0 150 300

1 INCH = 300 FEET

PREPARED FOR:

TOWN OF SMYRNA

PROPOSED AREA A, B, & C
WTP PROPERTY AQUISITION

SMYRNA, TN

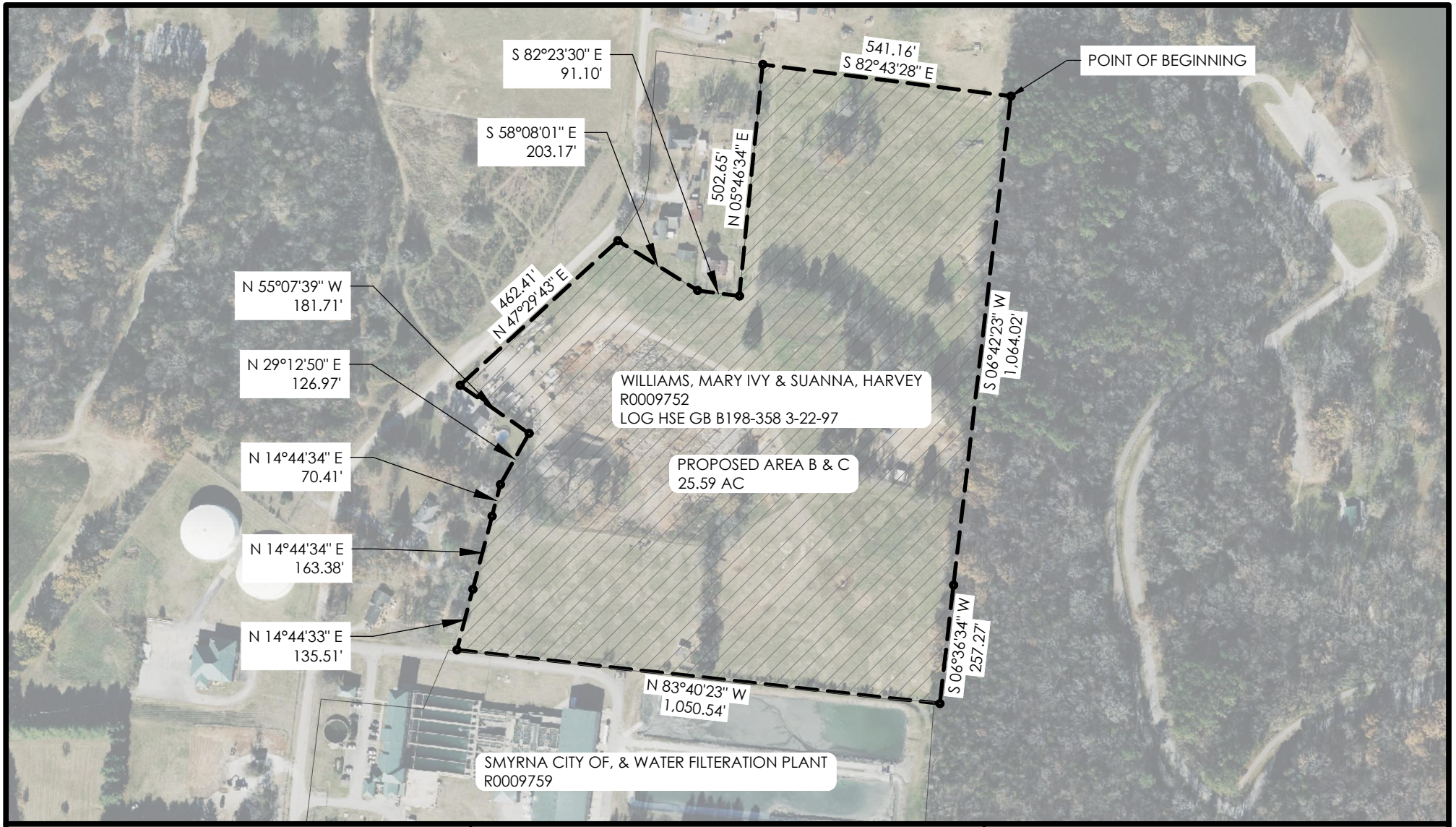
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1 INCH = 300 FEET

PREPARED FOR:

TOWN OF SMYRNA

PROPOSED AREA B & C
WTP PROPERTY AQUISITION

SMYRNA, TN

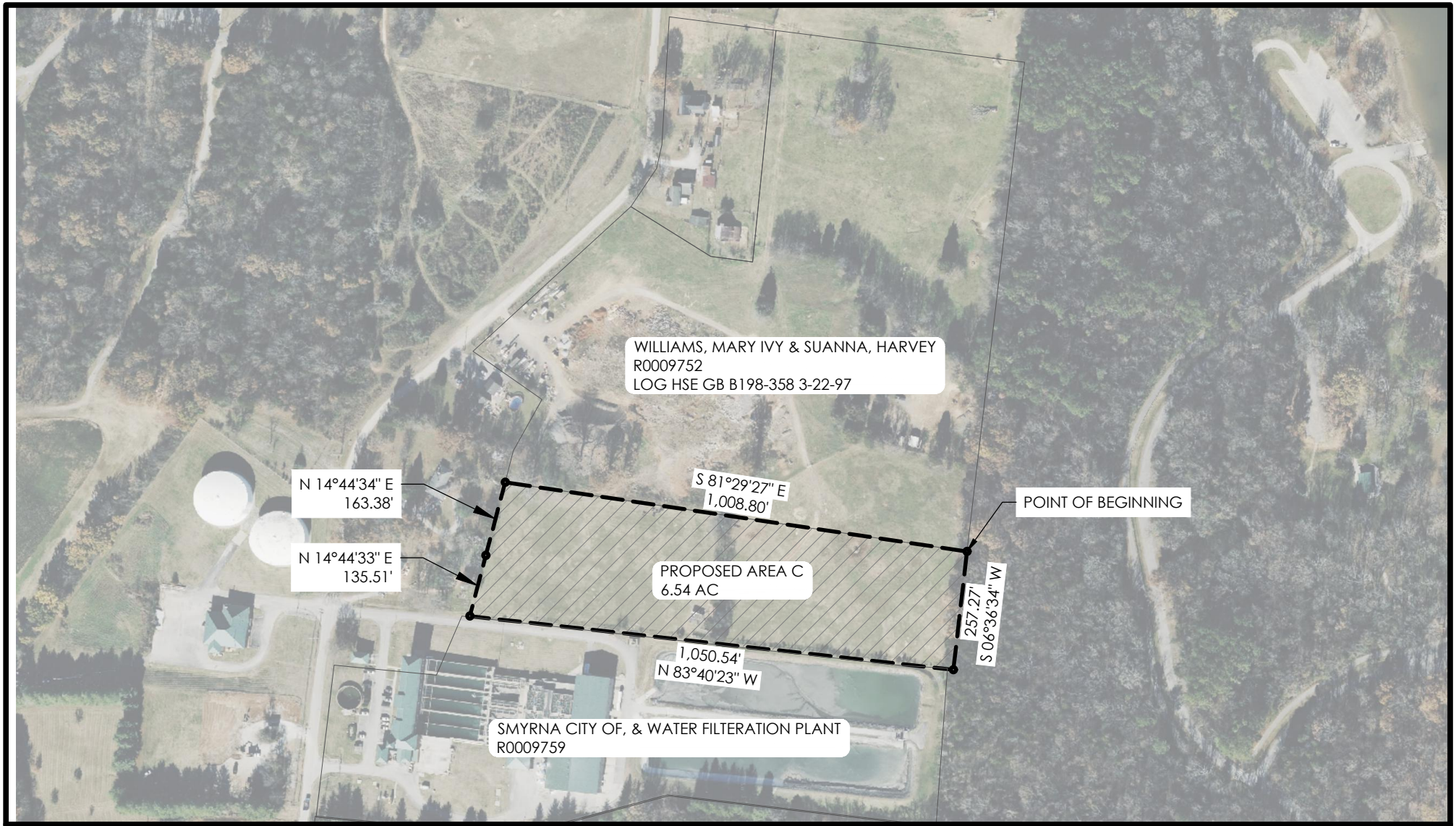
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300 0 150 300

1 INCH = 300 FEET

PREPARED FOR:

TOWN OF SMYRNA

PROPOSED AREA C
WTP PROPERTY AQUISITION

SMYRNA, TN

3/11/2026

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Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 6.a.
Department: Utilities

Date: May 12, 2026

Subject:
PUBLIC HEARING: 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 USE[1]

§ 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

[1]Cross 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;

(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;

(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.

(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.

(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.

(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.

(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:

(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.

(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 6.b.
Department: Planning

Date: May 12, 2026

Subject:
PUBLIC HEARING: 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 K-8	3 Spaces/Classroom + 10 Visitor Spaces
High School, Grades 9-12	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.a.1.
Department: Planning

Date: May 12, 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 Almaville 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 for 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. The current floodmap for the property shows a 100 year flood elevation of 531.4' above sea level. The floodmap in effect when the private road was installed shows a flood elevation of 532', so the map revision in 2023 lowered the 100 year flood elevation. However, all of the property still lies below that elevation, including the road which was built at 530'. I have attached the pattern book which provides additional information, as well as the updated signal warrant analysis, the approved plans for the access drive showing the elevations of the private roadway, and the agreement between the church and the current property owner for access to the private roadway.

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_Chase-Valvoline_TRAFFIC MEMO_rev00
7. ParkwayAccessDrive
8. Property Description
9. Parkway Baptist Church Easement
10. 22032_Lee Victory Parkway_PCD

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:

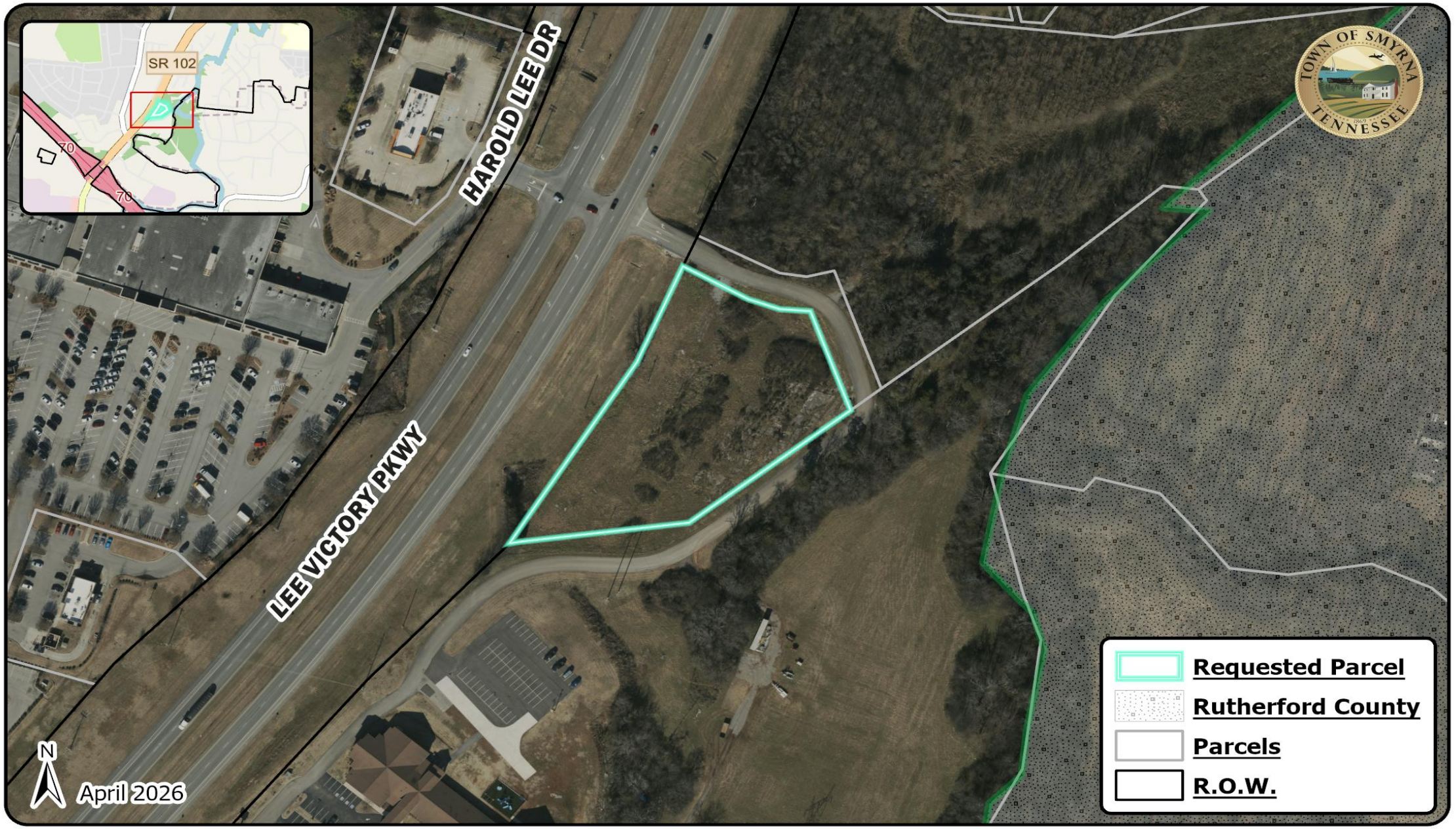
_____
AMBER HOBBS, Town Clerk

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.



SEC, Inc - Rezoning Request

C-2 to PCD

Lee Victory Parkway

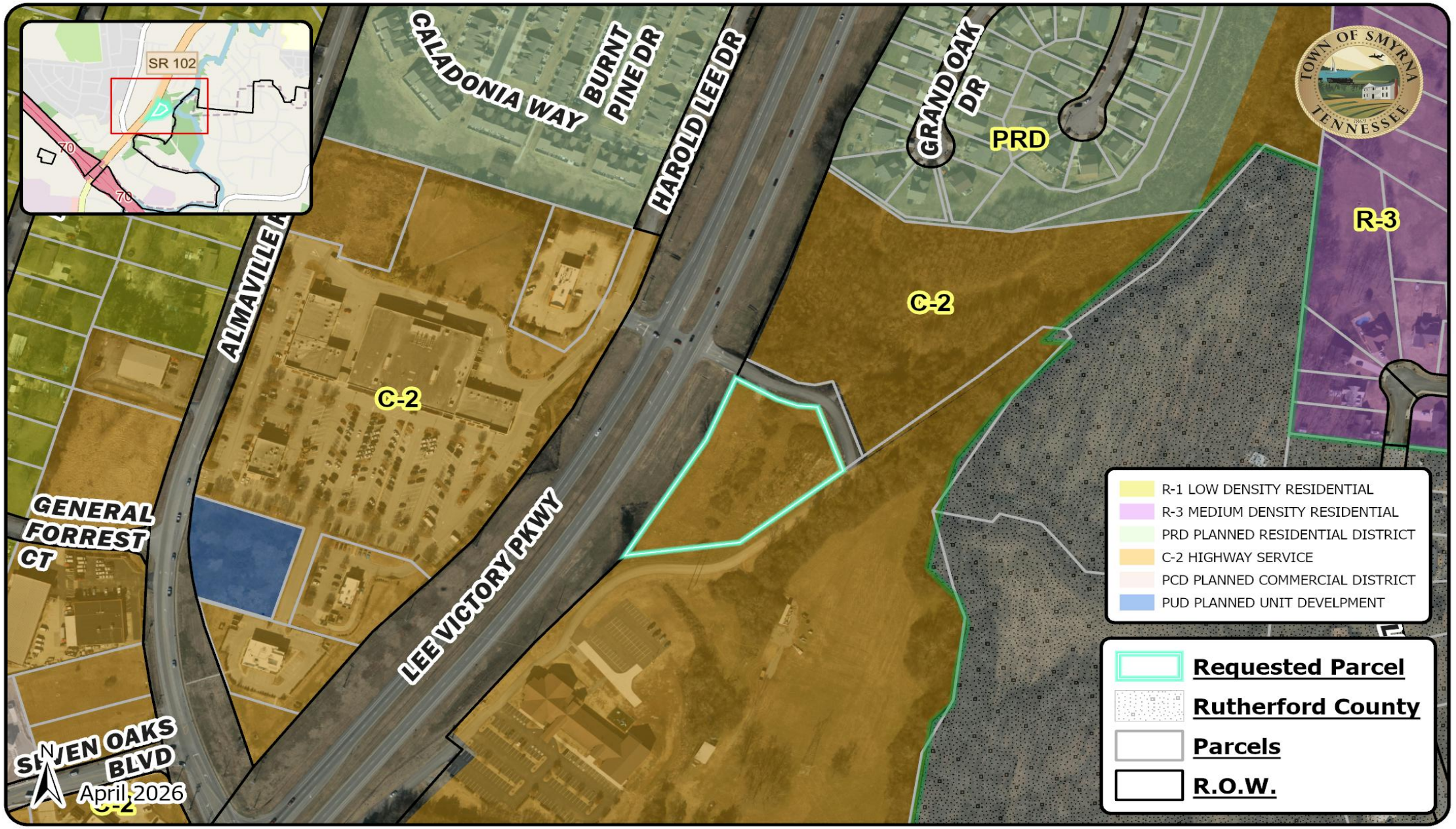
Owners: B&T Land Partners, LLC

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

0 135 270 Feet
0 0.02 0.04 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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



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

0 210 420 Feet
0 0.04 0.07 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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



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

0 55 110 Feet
0 0.01 0.02 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING * SURVEYING * LAND PLANNING
850 MIDDLE TENNESSEE BLVD. MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890 - 7901 FAX: (615) 895 - 2567 www.sec-civil.com

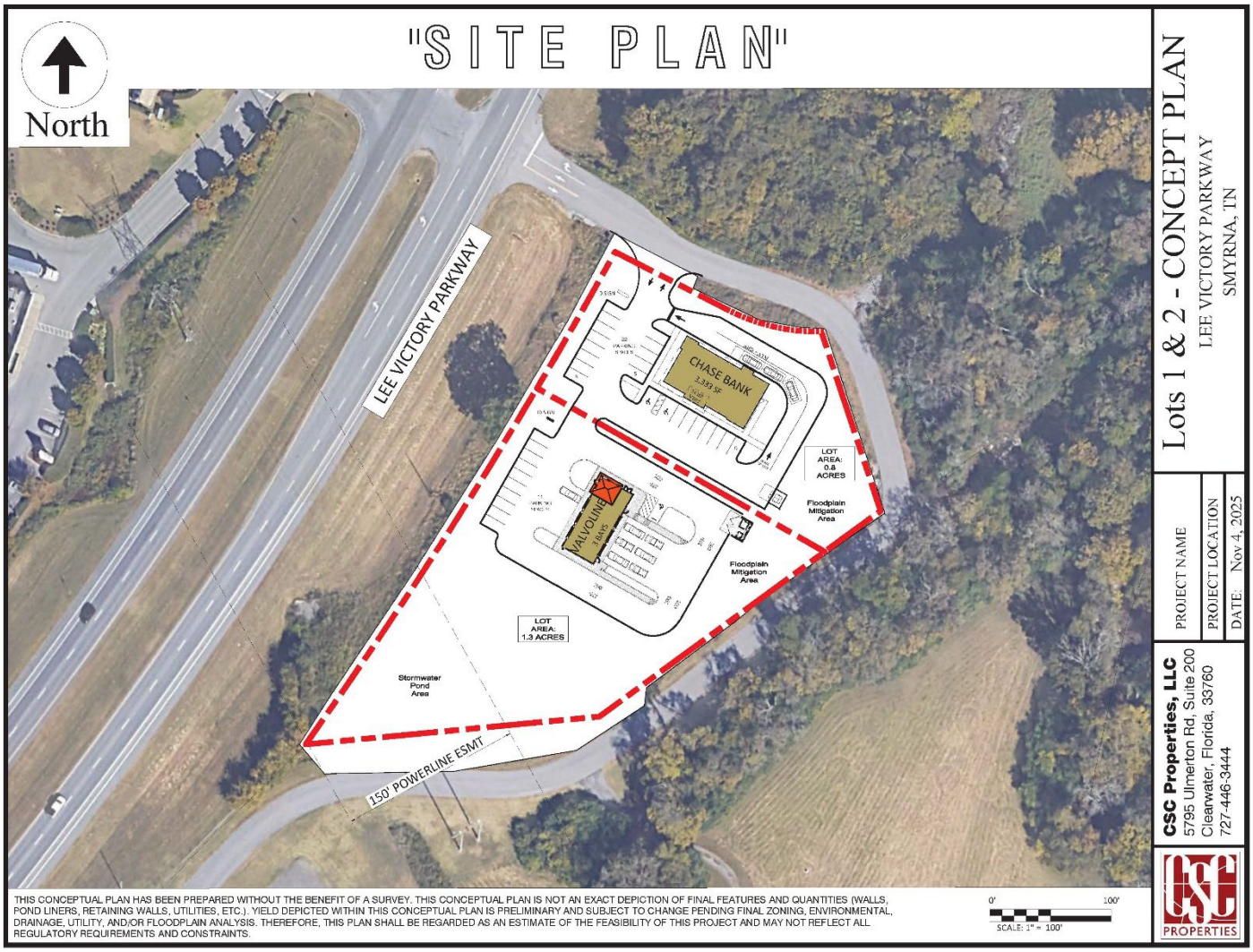
TRAFFIC STUDY TECHNICAL MEMORANDUM

Chase/Valvoline, Smyrna, TN

SIGNAL WARRANTS

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING * SURVEYING * LAND PLANNING
850 MIDDLE TENNESSEE BLVD. MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890 - 7901 FAX: (615) 895 - 2567 www.sec-civil.com

The developer plans to construct a new development in Smyrna, Tennessee, southeast of the intersection of Harold Lee Drive and Lee Victory Lane. Construction is anticipated to begin in 2027, and occupancy is planned to start in 2028. The development will provide a 3,333 square foot bank and a 3-bay oil-lube store. The concept site plan is shown below.



There will be one access point to the new development:

- Entrance A along Harold Lee Drive – Full access

The purpose of this memorandum is to summarize the impacts of the proposed traffic at the intersection of Harold Lee Drive and Lee Victory Parkway as it relates to the 2009 Federal Traffic Signal Warrant requirements.

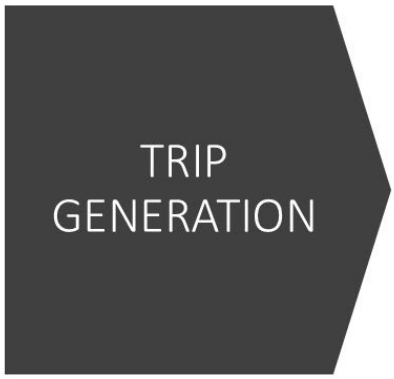
TRAFFIC COUNTS

Turning movement traffic counts were completed at the intersection of Harold Lee Drive and Lee Victory Parkway on March 17, 2026.

Since the proposed occupancy year is 2028, the baseline volumes were grown at 2.0% per year to the proposed occupancy year, so establish the baseline 2028 traffic data.

PROJECTED TRAFFIC

Trip generation rates were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition and resulted in 50 AM Peak hour trips and 95 PM Peak hour trips.



ITE LU Code	Land Use	Units	Time Period	Generation Rate	Project Units	Projected Trips	Trips for Model	Entering	Exiting
912	Bank	3.3	AM	9.95	3.3	32.8	33	19	14
			PM	21.03	3.3	69.4	69	35	35
			DAY	98.85	3.3	326.2	326	163	163
941	Automotive Services (Oil Change)	3	AM	5.80	3	17.4	17	13	4
			PM	8.70	3	26.1	26	11	15
			DAY	69.57	3	208.7	209	105	105
	Total		AM				50	32	18
			PM				95	45	50
			DAY				535	268	268

These trips were assigned to the baseline traffic 2028 data.

SIGNAL WARRANT

There are nine warrants based on the MUTCD Federal 2009 standards that were analyzed including:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour
- Warrant 4, Pedestrian Volume
- Warrant 5, School Crossing
- Warrant 6, Coordinated Signal System
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network
- Warrant 9, Intersection Near a Grade Crossing

The results for Warrants 1 and 2 are summarized in the table on the following page.

Table 1: Signal Warrant Summary – Harold Lee Drive and Lee Victory Parkway

Hour	Total Vehicles on Lee Victory Pkwy	Total Vehicles on Harold Lee Dr	Satisfy Warrant		
			Warrant 1 Condition A	Warrant 1 Condition B	Warrant 2
7:00 to 8:00 AM	1730	96	-	-	Yes
8:00 to 9:00 AM	1138	103	-	-	Yes
9:00 to 10:00 AM	984	86	-	-	Yes
10:00 to 11:00 AM	1007	88	-	-	Yes
11:00 to 12:00 PM	1181	126	-	Yes	Yes
12:00 to 1:00 PM	1267	143	Yes	Yes	Yes
1:00 to 2:00 PM	1374	98	-	-	Yes
2:00 to 3:00 PM	1545	137	-	Yes	Yes
3:00 to 4:00 PM	1503	92	-	-	Yes
4:00 to 5:00 PM	1814	125	-	Yes	Yes
5:00 to 6:00 PM	2073	126	-	Yes	Yes
6:00 to 7:00 PM	1596	116	-	Yes	Yes

SIGNAL WARRANT RESULTS

The hourly traffic data collected at the intersection of Harold Lee Drive and Lee Victory Parkway was compared to the signal warrant thresholds, and the results of these analyses are included in Table 1, and the full results are in Appendix A.

The results of the analysis show that a signal is warranted.

TURN LANE WARRANT RESULTS

Turn lane warrants were evaluated for the new driveway access at Harold Lee Drive, and the full analysis is included in Appendix B.

The results of the analysis show that a turn lane at the driveway are not warranted.

APPENDIX A: SIGNAL WARRANT REPORT SUMMARY – TOTAL TRAFFIC

Warrants Summary Report

1: Lee Victory Pkwy & Harold Lee Dr

Intersection Information:

	Major Street	Minor Street
Street Name	Lee Victory Pkwy	Harold Lee Dr
Direction	NB/SB	EB/WB
Number of Lanes	2	2
Approach Speed	55	30

Warrant	Met?	Notes
Warrant 1, Eight-Hour Vehicular Volume		
	Yes	
Condition A or B Met?	Yes	12 Hours met (8 required)
Condition A and B Met?	No	7 Hours met (8 required)
Warrant 2, Four-Hour Vehicular Volume		
	Yes	12 Hours met (4 required)
Warrant 3, Peak Hour		
	Yes	
Condition A Met?	No	0 Hours met (1 required)
Condition B Met?	Yes	9 Hours met (1 required)
Warrant 4, Pedestrian Volume		
	No	
Peds > 100 Condition M	No	0 Hours met (4 required)
Peds > 190 Condition Me	No	0 Hours met (1 required)
Warrant 5, School Crossing		
	No	

Warrant 6, Coordinated Signal System

No

Warrant 7, Crash Experience

No

Traffic Volume Cond.?	Yes	12 Hours met (8 required)
Ped Condition?	No	0 Hours met (8 required)

Warrant 8, Roadway Network

Yes

Warrant 1: Eight-hour Vehicular Volume

1: Lee Victory Pkwy & Harold Lee Dr

Intersection Information:

Major Street Name:	Lee Victory Pkwy
Major Street Direction:	NB/SB
Minor Street Direction:	EB/WB

WARRANT 1 MET? Yes

Details:

Condition A Met?	No	1 Hours met (8 required) at 70%
Condition B Met?	Yes	12 Hours met (8 required) at 70%

Hour	Major Street Vehicles (Total of Both Approaches)		High Volume Minor Approach Vehicles		70% Standard Met? Cond. A OR Cond. B		56% Standard Met? Cond. A AND Cond. B	
					Condition A 70% Column	Condition B 70% Column	Condition A 56% Column	Condition B 56% Column
07:00 to 08:00	**1,730**		**96**		No	Yes*	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
07:15 to 08:15	**1,652**		**118**		No	Yes	Yes*	Yes*
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
07:30 to 08:30	**1,439**		**120**		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
07:45 to 08:45	**1,268**		**107**		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

08:00 to 09:00	1,138		103		No	Yes*	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

08:15 to 09:15	1,049		82		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

08:30 to 09:30	968		78		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

08:45 to 09:45	968		84		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

09:00 to 10:00	984		86		No	Yes*	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

09:15 to 10:15	985		95		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

09:30 to 10:30	1,003		90		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

09:45 to 10:45	1,025		89		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

10:00 to 11:00	1,007		88		No	Yes*	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

10:15 to 11:15	1,029		92		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

10:30 to 11:30	1,084		106		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

10:45 to 11:45	1,114		120		No	Yes	Yes*	Yes*
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

11:00 to 12:00	1,181		126		No	Yes*	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

11:15 to 12:15	1,232		131		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

11:30 to 12:30	**1,254**		**137**		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
11:45 to 12:45	**1,248**		**134**		No	Yes	Yes*	Yes*
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
12:00 to 13:00	**1,267**		**143**		Yes*	Yes*	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	Yes				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
12:15 to 13:15	**1,250**		**145**		Yes	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	Yes				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
12:30 to 13:30	**1,296**		**127**		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
12:45 to 13:45	**1,323**		**109**		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
13:00 to 14:00	**1,374**		**98**		No	Yes*	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

13:15 to 14:15	1,461		94		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

13:30 to 14:30	1,442		111		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

13:45 to 14:45	1,489		128		No	Yes	Yes*	Yes*
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

14:00 to 15:00	1,545		137		No	Yes*	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

14:15 to 15:15	1,527		127		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

14:30 to 15:30	1,546		120		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

14:45 to 15:45	1,499		106		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

15:00 to 16:00	1,503		92		No	Yes*	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

15:15 to 16:15	1,560		106		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

15:30 to 16:30	1,622		97		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

15:45 to 16:45	1,753		111		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

16:00 to 17:00	1,814		125		No	Yes*	Yes*	Yes*
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

16:15 to 17:15	1,900		123		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

16:30 to 17:30	2,047		127		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

16:45 to 17:45	**2,076**		**130**		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
17:00 to 18:00	**2,073**		**126**		No	Yes*	Yes*	Yes*
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
17:15 to 18:15	**2,006**		**122**		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
17:30 to 18:30	**1,850**		**128**		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
17:45 to 18:45	**1,748**		**131**		No	Yes	Yes	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
18:00 to 19:00	**1,596**		**116**		No	Yes*	Yes*	Yes*
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	Yes				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				
18:15 to 19:15	**1,147**		**84**		No	Yes	No	Yes
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	Yes				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	Yes				

18:30 to 19:30	735		54		No	No	No	No
Condition A	Volume >= 70% column (420)?	Yes	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	Yes	**Volume >= 70% column (70)?**	No				
	Volume >= 56% column (504)?	Yes	**Volume >= 56% column (56)?**	No				

18:45 to 19:45	344		16		No	No	No	No
Condition A	Volume >= 70% column (420)?	No	Volume >= 70% column (140)?	No				
	Volume >= 56% column (336)?	Yes	Volume >= 56% column (112)?	No				
Condition B	**Volume >= 70% column (630)?**	No	**Volume >= 70% column (70)?**	No				
	Volume >= 56% column (504)?	No	**Volume >= 56% column (56)?**	No				

Warrant 2: Four-hour Vehicular Volume

1: Lee Victory Pkwy & Harold Lee Dr

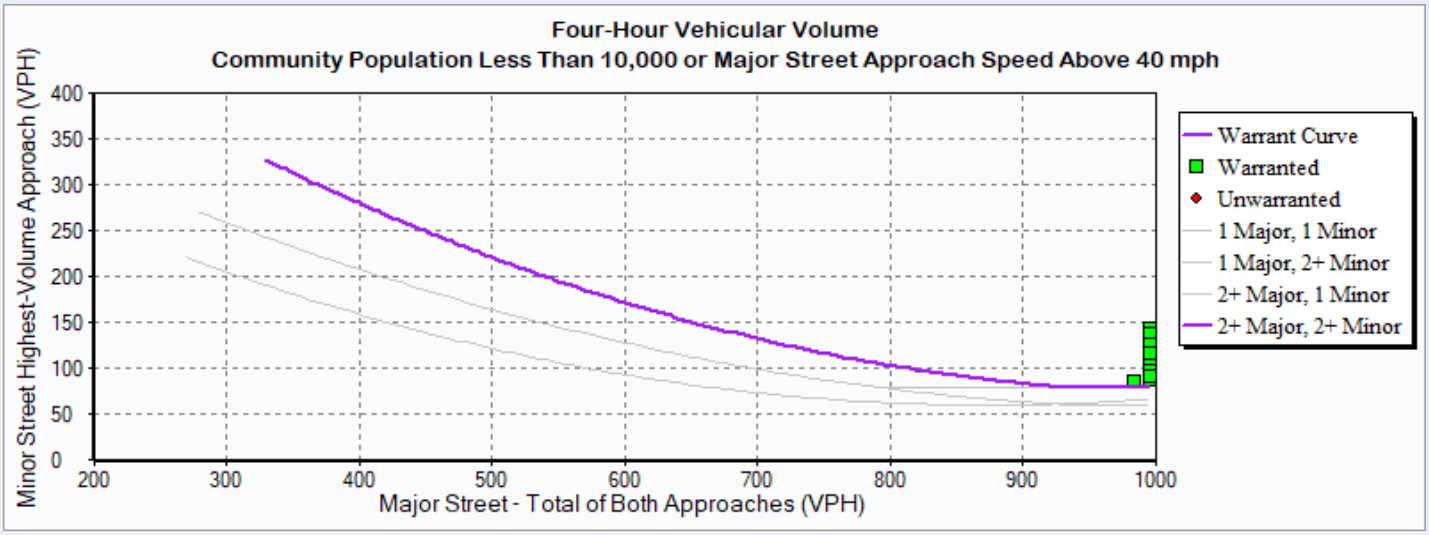
Intersection Information:

	Major Street	Minor Street
Street Name	Lee Victory Pkwy	Harold Lee Dr
Direction	NB/SB	EB/WB
Number of Lanes	2	2
Approach Speed	55	30

Warrant 2 Met? **Yes**

Details:

Notes	12 Hours met (4 required)
Low population?	No



Hourly Volumes

Hour	Major Street Total All Approaches (vph)	Minor Street Highest Volume Approach (vph)
00:00:00 - 01:00:00	0	0
01:00:00 - 02:00:00	0	0
02:00:00 - 03:00:00	0	0
03:00:00 - 04:00:00	0	0
04:00:00 - 05:00:00	0	0
05:00:00 - 06:00:00	0	0
06:00:00 - 07:00:00	0	0
07:00:00 - 08:00:00	1730	96
08:00:00 - 09:00:00	1138	103
09:00:00 - 10:00:00	984	86
10:00:00 - 11:00:00	1007	88
11:00:00 - 12:00:00	1181	126
12:00:00 - 13:00:00	1267	143
13:00:00 - 14:00:00	1374	98
14:00:00 - 15:00:00	1545	137
15:00:00 - 16:00:00	1503	92
16:00:00 - 17:00:00	1814	125
17:00:00 - 18:00:00	2073	126
18:00:00 - 19:00:00	1596	116
19:00:00 - 20:00:00	0	0
20:00:00 - 21:00:00	0	0
21:00:00 - 22:00:00	0	0
22:00:00 - 23:00:00	0	0
23:00:00 - 00:00:00	0	0

Warranted Hours

Hour	Major Street Total All Approaches (vph)	Minor Street Highest Volume Approach (vph)
07:00:00 - 08:00:00	1730	96
08:00:00 - 09:00:00	1138	103
09:00:00 - 10:00:00	984	86
10:00:00 - 11:00:00	1007	88
11:00:00 - 12:00:00	1181	126
12:00:00 - 13:00:00	1267	143
13:00:00 - 14:00:00	1374	98
14:00:00 - 15:00:00	1545	137
15:00:00 - 16:00:00	1503	92
16:00:00 - 17:00:00	1814	125
17:00:00 - 18:00:00	2073	126
18:00:00 - 19:00:00	1596	116

Warrant 3: Peak Hour

1: Lee Victory Pkwy & Harold Lee Dr

Intersection Information:

	Major Street	Minor Street
Street Name	Lee Victory Pkwy	Harold Lee Dr
Direction	NB/SB	EB/WB
Number of Lanes	2	2
Approach Speed	55	30

Warrant 3 Met? Yes

Details

Low Population? No

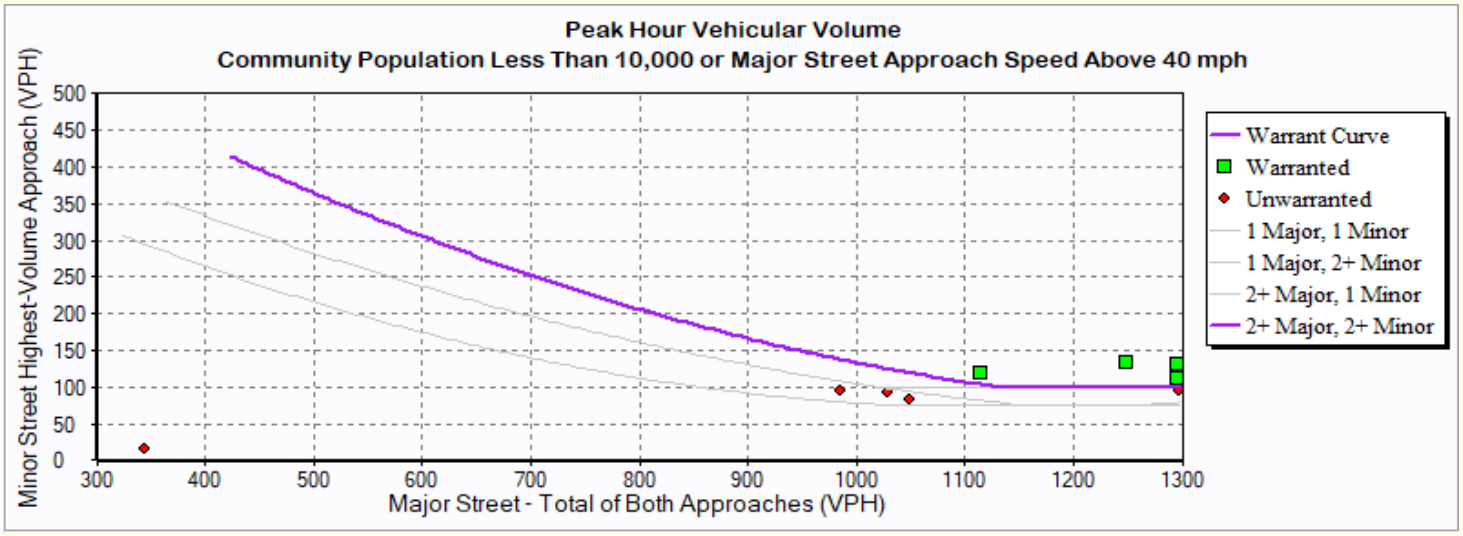
Condition A Met? No

Notes 0 Hours met (1 required)

Condition B Met? Yes

Notes 9 Hours met (1 required)

Minor Approach Time Delay Condition Met?	Not Met
Minor Approach Volume Condition Met?	Not Met
Total Entering Intersection Volume Condition Met?	Not Met



Hour	Major Street Total All Approaches (vph)	Minor Street Highest Volume Approach (vph)
7:00	1,730	96
7:15	1,652	118
8:15	1,049	82
9:15	985	95
10:15	1,029	92
10:45	1,114	120
11:45	1,248	134
12:45	1,323	109
13:45	1,489	128
14:45	1,499	106
15:45	1,753	111
16:45	2,076	130
17:45	1,748	131
18:45	344	16

Warrant 4: Pedestrian Volume

1: Lee Victory Pkwy & Harold Lee Dr

Intersection Information:

Major Street Name	Lee Victory Pkwy
Major Street Direction	NB/SB
Minor Street Direction	No
Pedestrian Speed	3.50

WARRANT 4 MET? **No**

Details:

Low Ped Volume Hours Met	**0**	(4 Required)
High Ped Volume Hour Met	**0**	(1 Required)

Hour	Eastbound Ped Volume					Westbound Ped Volume				
	Peds	Gaps	Gaps < 60?	Peds > 100?	Peds > 190?	Peds	Gaps	Gaps < 60?	Peds > 100?	Peds > 190?

Warrant 5: School Crossing

1: Lee Victory Pkwy & Harold Lee Dr

Intersection Information:

Major Street Name	Lee Victory Pkwy
Major Street Direction	NB/SB

WARRANT 5 MET? **No**

Details:

Time Period Interval for Students Crossing (min)	0
Number of Students Crossing in Time Period	0
Number of Adequate Gaps in Time Period	0
Other Remedial Measures Attempted?	No
Adjacent Signal on NB approach?	No
Distance to signal on NB Approach (ft)	-
Adjacent Signal on SB approach?	No
Distance to signal on SB Approach (ft)	-
Will New Signal Restrict Progressive Traffic?	No

Warrant 6: Coordinated Signal System

1: Lee Victory Pkwy & Harold Lee Dr

Intersection Information:

Major Street Name	Lee Victory Pkwy
Major Street Direction	NB/SB

WARRANT 6 MET? **No**

Details:

Approach Direction & Name	Acceptable Platooning?	Adjacent Coordinating Signal?	Adjacent Intersection Distance
SB Approach (Lee Victory Pkwy)	Yes	No	N/A
NB Approach (Lee Victory Pkwy)	Yes	No	N/A
WB Approach (Harold Lee Dr)	Yes	No	N/A
EB Approach (Harold Lee Dr)	Yes	No	N/A

Unacceptable Platooning? (At least one approach)	Distance to Closest Signal (Must be N/A or > 1000)
No	N/A

Warrant 7: Crash Experience

1: Lee Victory Pkwy & Harold Lee Dr

Intersection Information:

Major Street Name	Lee Victory Pkwy
Major Street Direction	NB/SB
Minor Street Direction	EB/WB

WARRANT 7 MET? **No**

Details:

Low Population?	No	Traffic Volume Condition Met?	Yes
Major Street Speed Limit	55		12 Hours Met (8 Required)
Major Street 85th-% tile Speed	0.00	Ped Volume Condition Met?	No
			0 Hours Met (8 Required)

Qualifying Crashes **0**

Adequate Alternative Trials? No

Hour	Traffic Volumes				Pedestrian Volumes			
	Major Street Vehicles	Minor Street Vehicles	80% Standard Met? A or B		Eastbound Ped Volumes		Westbound Ped Volumes	
			Condition A	Condition B	Peds	> 80?	Peds	> 80?
07:00 to 08:00	1,730	96	No*	Yes*	0	No	0	No
07:15 to 08:15	1,652	118	Yes	Yes	0	No	0	No
07:30 to 08:30	1,439	120	Yes	Yes	0	No	0	No
07:45 to 08:45	1,268	107	No	Yes	0	No	0	No
08:00 to 09:00	1,138	103	No*	Yes*	0	No	0	No
08:15 to 09:15	1,049	82	No	Yes	0	No	0	No
08:30 to 09:30	968	78	No	Yes	0	No	0	No
08:45 to 09:45	968	84	No	Yes	0	No	0	No

09:00 to 10:00	984	86	No*	Yes*	0	No	0	No
09:15 to 10:15	985	95	No	Yes	0	No	0	No
09:30 to 10:30	1,003	90	No	Yes	0	No	0	No
09:45 to 10:45	1,025	89	No	Yes	0	No	0	No
10:00 to 11:00	1,007	88	No*	Yes*	0	No	0	No
10:15 to 11:15	1,029	92	No	Yes	0	No	0	No
10:30 to 11:30	1,084	106	No	Yes	0	No	0	No
10:45 to 11:45	1,114	120	Yes	Yes	0	No	0	No
11:00 to 12:00	1,181	126	Yes*	Yes*	0	No	0	No
11:15 to 12:15	1,232	131	Yes	Yes	0	No	0	No
11:30 to 12:30	1,254	137	Yes	Yes	0	No	0	No
11:45 to 12:45	1,248	134	Yes	Yes	0	No	0	No
12:00 to 13:00	1,267	143	Yes*	Yes*	0	No	0	No
12:15 to 13:15	1,250	145	Yes	Yes	0	No	0	No
12:30 to 13:30	1,296	127	Yes	Yes	0	No	0	No
12:45 to 13:45	1,323	109	No	Yes	0	No	0	No
13:00 to 14:00	1,374	98	No*	Yes*	0	No	0	No
13:15 to 14:15	1,461	94	No	Yes	0	No	0	No

13:30 to 14:30	1,442	111	No	Yes	0	No	0	No
13:45 to 14:45	1,489	128	Yes	Yes	0	No	0	No
14:00 to 15:00	1,545	137	Yes*	Yes*	0	No	0	No
14:15 to 15:15	1,527	127	Yes	Yes	0	No	0	No
14:30 to 15:30	1,546	120	Yes	Yes	0	No	0	No
14:45 to 15:45	1,499	106	No	Yes	0	No	0	No
15:00 to 16:00	1,503	92	No*	Yes*	0	No	0	No
15:15 to 16:15	1,560	106	No	Yes	0	No	0	No
15:30 to 16:30	1,622	97	No	Yes	0	No	0	No
15:45 to 16:45	1,753	111	No	Yes	0	No	0	No
16:00 to 17:00	1,814	125	Yes*	Yes*	0	No	0	No
16:15 to 17:15	1,900	123	Yes	Yes	0	No	0	No
16:30 to 17:30	2,047	127	Yes	Yes	0	No	0	No
16:45 to 17:45	2,076	130	Yes	Yes	0	No	0	No
17:00 to 18:00	2,073	126	Yes*	Yes*	0	No	0	No
17:15 to 18:15	2,006	122	Yes	Yes	0	No	0	No
17:30 to 18:30	1,850	128	Yes	Yes	0	No	0	No
17:45 to 18:45	1,748	131	Yes	Yes	0	No	0	No

18:00 to 19:00	1,596	116	Yes*	Yes*	0	No	0	No
18:15 to 19:15	1,147	84	No	Yes	0	No	0	No
18:30 to 19:30	735	54	No	No	0	No	0	No
18:45 to 19:45	344	16	No	No	0	No	0	No

Warrant 8: Roadway Network

1: Lee Victory Pkwy & Harold Lee Dr

Intersection Information:

Major Street Name	Lee Victory Pkwy
Major Street Direction	NB/SB
Minor Street Direction	EB/WB

WARRANT 8 MET? (A or B) **Yes**

Details:

Growth Rates % (per year)

	NB	SB	EB	WB
L	0.00	0.00	0.00	0.00
T	0.00	0.00	0.00	0.00
R	0.00	0.00	0.00	0.00

Condition A, Total Entering Volume

Existing Peak Hour	2,250
Years	0.00
Future Peak Hour	2,250
Warrant 1 in 5 Years?	Yes
Warrant 2 in 5 Years?	Yes
Warrant 3 in 5 Years?	No

Condition B, Non-normal Business Day

	Existing	Future
Highest Hour	0	0
Second Highest Hour	0	0
Third Highest Hour	0	0
Fourth Highest Hour	0	0
Fifth Highest Hour	0	0
Yearly Growth Rate (%)	0.00	
Years	0.00	

Condition A Met? Yes **Condition B Met?** No

APPENDIX B: TURN LANE WARRANTS

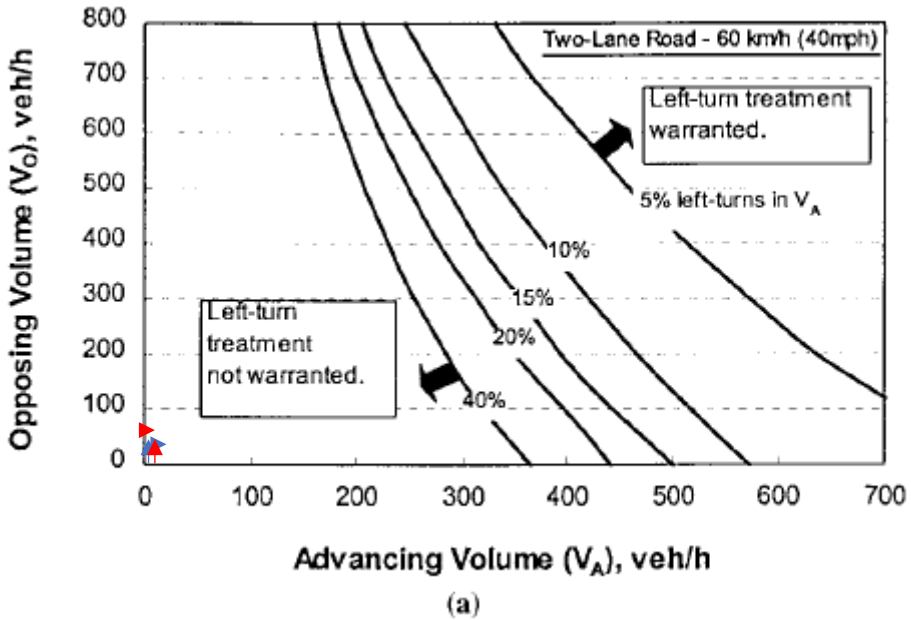
HAROLD LEE DRIVE AND ENTRANCE A

Left Turn Warrant

AM Peak Hour:
EB Opposing Volume = 26
WB Left-turn Volume = 6
WB Advancing Volume = 0

PM Peak Hour
EB Opposing Volume = 45
WB Left-turn Volume = 9
WB Advancing Volume = 1

Left-turn lane is NOT warranted



(a)

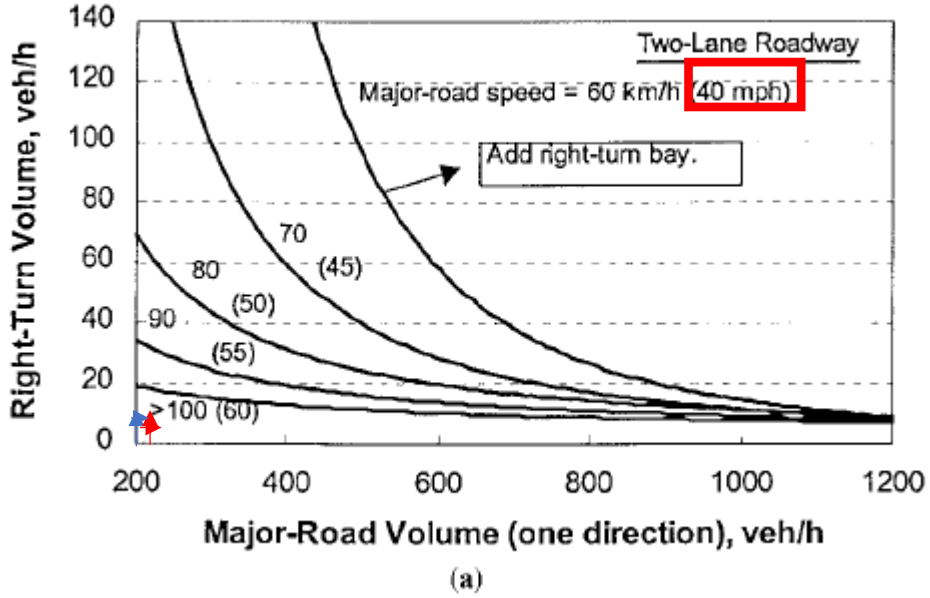
HAROLD LEE DRIVE AND ENTRANCE A

Right Turn Warrant
Speed = 40 mph

AM Peak Hour:
Total EB Volume = 26
EB Right-turn Volume = 26

PM Peak Hour
Total EB Volume = 45
EB Right-turn Volume = 36

<u>Right-turn lane is NOT warranted</u>



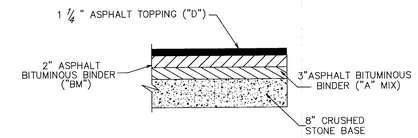
(a)

LEGEND

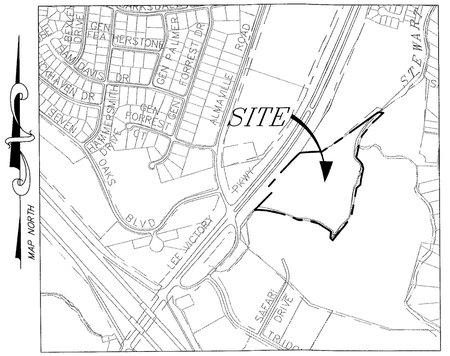
- Power Pole
- Existing Fire Hydrant
- Proposed Fire Hydrant
- Reducer
- Water Valve
- Concrete Thrust Block
- —W— Existing Water Line
- —W— Proposed Water Line
- —S— Existing Sanitary Sewer Line
- —S— Proposed Sanitary Sewer Line
- Existing Manhole
- Proposed Manhole
- —00— Existing Contours
- —00— Proposed Contours
- Power Pole Anchor
- 98.7+- Existing Spot Elevation
- 98.7+- Proposed Spot Elevation
- Existing Storm Line
- Proposed Storm Line

MARKING LEGEND

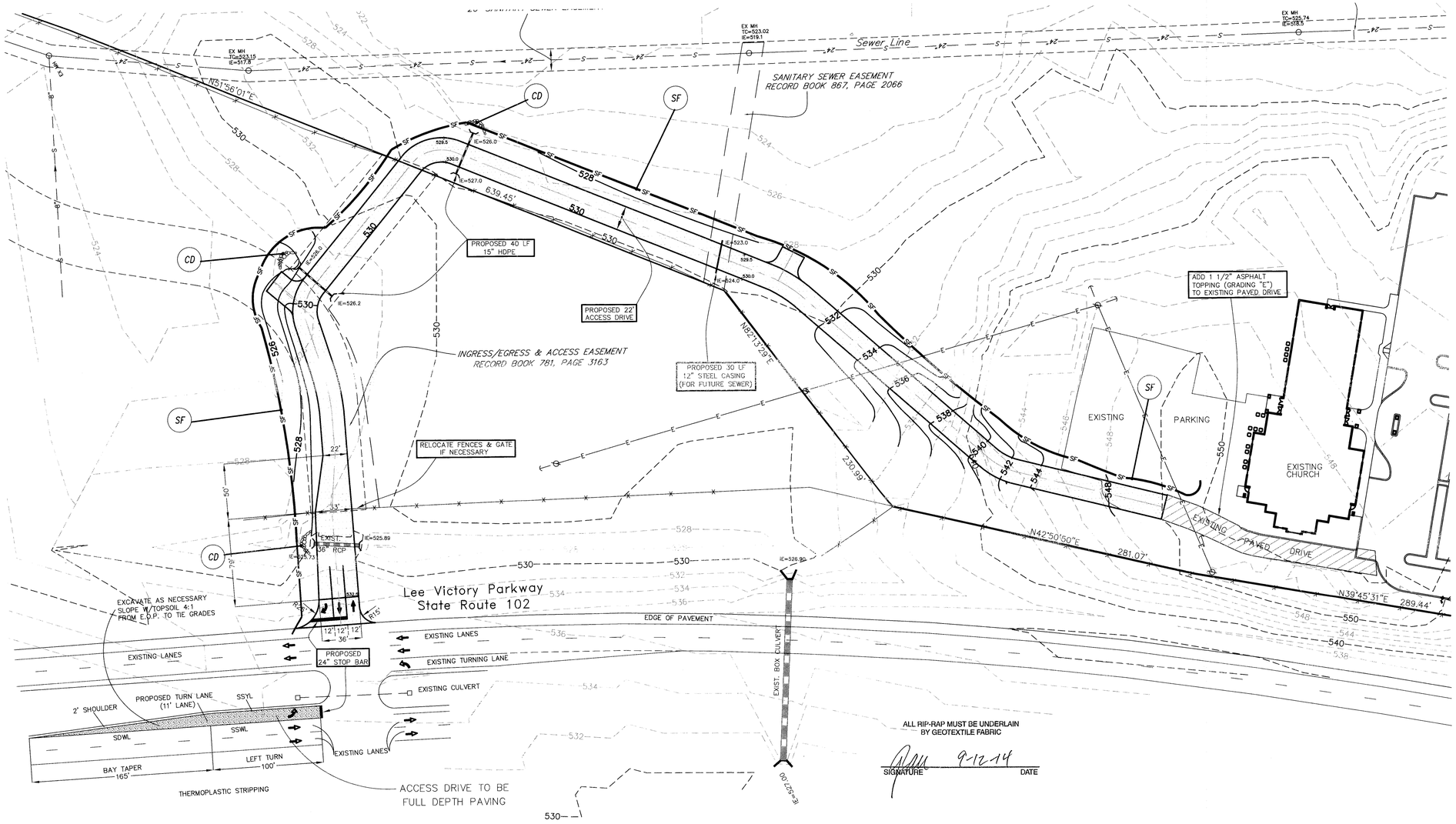
SSWL . . . . . SINGLE SOLID WHITE LINE
SSYL . . . . . SINGLE SOLID YELLOW LINE
DSYL . . . . . DOUBLE SOLID YELLOW LINE
SDWL . . . . . SINGLE DASHED WHITE LINE
SDYL . . . . . SINGLE DASHED YELLOW LINE
DWL . . . . . DOTTED WHITE LINE
HWL . . . . . HATCHED WHITE LINE (12")
HYL . . . . . HATCHED YELLOW LINE (12")
. . . . . .STOP LINE (24")
. . . . . .PAVEMENT ARROW



ST RT 102 PAVING SECTION
N.T.S.



LOCATION MAP
N.T.S.

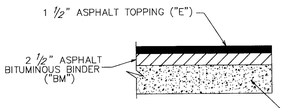


NOTES:

1. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-351-1111.
2. Underground utilities shown were located using available above- ground evidence, and also from information obtained from the respective utility companies. The existence or non-existence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to commencing any work.
3. It is the responsibility of each builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the structure, from his structure to the drainage system constructed by the subdivision developer.
4. Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
5. Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainageways; including, but not limited to, sanitary sewers, forcemains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines.
6. Signs will require a separate permit from the Town of Smyrna.

TOWN OF SMYRNA LAND DISTURBANCE GUIDELINES FOR AREAS UNDER ONE ACRE

1. There shall be adequate construction phase erosion prevention and sediment control measures in place to minimize the dislodging and suspension of soil in storm water runoff. Such measures shall be designed to retain mobilized sediment on site. All measures implemented shall be in accordance with BMP measures as provided under the Town of Smyrna Storm Water Management Ordinance.
2. Erosion prevention and sediment control measures must be in place and functional before a grading permit can be issued and earth moving operations begin. Prior to obtaining a grading permit, an on-site inspection by the Public Works Department, Storm Water Management Program, must be conducted. The erosion prevention and sediment control measures must be constructed and maintained throughout the duration of the construction.
3. All erosion control measures must be properly selected, installed and maintained in accordance with the manufacturer's specifications and good engineering practices. All erosion control measures selected must be able to slow runoff so that rill and gully formation is prevented and sediment does not leave the site. When steep slopes and/or fine particle soils are present at the site, additional physical or chemical treatment of storm water runoff may be required.
4. If sediment escapes the construction site, off-site accumulation of sediment that has not reached waters of the State must be removed at a frequency sufficient to minimize offsite impacts.
5. Litter, construction debris, and construction and equipment chemicals exposed to storm water shall be picked up prior to anticipated storm events and before being carried offsite by wind, or otherwise prevented from becoming a pollutant source for storm water discharges. Chemical or fuel spills of any kind must be properly and immediately remediated in accordance with all local, State and Federal regulations.
6. Pre-construction vegetative ground cover shall not be destroyed, removed or disturbed more than 15 days prior to grading or earth moving unless the area is seeded and/or mulched or other temporary cover is installed.
7. All existing Town of Smyrna storm water inlets (i.e. culverts, catch basins, headwalls, pipes etc.) shall be adequately protected to minimize the entrance of sediment and/or construction debris into the Town's storm water system.
8. Off-site vehicle tracking of sediments and the generation of dust shall be prohibited. A point of entrance and exit to the construction site shall be provided as needed to eliminate the tracking of mud, dirt and gravel onto public roads by construction vehicles.
9. A 60-foot wide natural riparian buffer zone adjacent to the receiving stream designated as impaired or high quality waters shall be preserved to the maximum extent practicable, during construction activities at the site, unless the Town of Smyrna Water Quality Buffer Zone policy requires a greater width



ACCESS DRIVE PAVING SECTION
N.T.S.

received 9-12-14 gdc

received 10-29-14 gdc

GRADING APPROVED BY [signature] 10/29/14 TOWN OF SMYRNA

NO.	DATE	DESCRIPTION
0	04-10-14	ORIGINAL ISSUE
1	04-24-14	REVISION PER OWNER COMMENTS
2	08-05-14	REVISED FOR T.D.O.T



LEGEND FOR MONUMENTS
IPS ○ IRON PIN SET (1/2", H-S)
IPF ○ IRON PIN FND.
○ RAILROAD SPIKE
-x- FENCE
● SURVEY POINT
△ NAIL
▩ CONC. MARKER FND.
P.O.B. POINT OF BEGINNING

EROSION CONTROL LEGEND
SF SILT FENCE
CD TEMPORARY CHECK DAM

OWNER: Parkway Baptist Church of Smyrna
ADDRESS: 1715 Lee Victory Parkway
Smyrna, TN 37167

Tax Map 50, Parcel 13.00
Record Book 628, Page 3288

JAMES L. JARRELL, JR. REGISTERED LANDSCAPE ARCHITECT STATE OF TENNESSEE
HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING : 893 - 4084, FAX: 893 - 0080

ACCESS DRIVE PLAN
PARKWAY BAPTIST CHURCH

3rd Civil District of Rutherford County, Tennessee

Date: August, 2014 | Scale: 1"=50' | Sheet 1 of 1

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.

This Instrument Prepared By:
John W. Rodgers, Attorney
Kious, Rodgers, Barger,
Holder & King, PLLC
503 North Maple Street
Murfreesboro, TN 37130

INGRESS/EGRESS AND UTILITIES EASEMENT AGREEMENT
(Part of Map 050, Parcel 013.06)

THIS INGRESS/EGRESS AND UTILITIES EASEMENT (this "Easement") is hereby made, published, and declared this 5th day of May, 2022, by PARKWAY BAPTIST CHURCH ("Grantor"); and B&T LAND PARTNERS, LLC ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of land in Rutherford County, Tennessee, Parcel ID 050-013.06-000, which property is more particularly described on the attached Exhibit A (hereinafter "Grantor's Parcel");

WHEREAS, Grantee is the owner of a certain parcel of land in Rutherford County, Tennessee, Parcel ID 050-012.02-000, which property is more particularly described on the attached Exhibit B (hereinafter "Grantee's Parcel");

WHEREAS, Grantor now desires to grant an easement unto Grantee, its successors and assigns, for ingress/egress and for the installation and maintenance of utilities, which is more particularly described on the attached Exhibit C and is a part of the property conveyed to Grantor by deed of record in Record Book 867, page 2071 of the Register's Office of Rutherford County, Tennessee;

WHEREAS, Grantor and Grantees, their successors and assigns, are sometimes referred to herein as the "Owners".

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant a non-exclusive perpetual easement over and across the area described on the attached Exhibit C for the purpose of vehicular and pedestrian ingress and egress and for the installation and maintenance of utilities for the benefit of Grantees, and their successors and assigns forever (the "Driveway & Utility Easement"). Grantor hereby covenants with Grantee that it is lawfully seized and possessed of the Grantor's Parcel in fee simple and has a good right to make this conveyance and that Grantor will take such action as is necessary or desirable to fully effectuate this grant and conveyance.

The grant of this Driveway & Utility Easement is made upon the following terms and conditions:

1. Access for Ingress/Egress and Installation and Maintenance of Utilities. Grantee, and its licensees, invitees, representatives, agents, employees, contractors, and the like, shall have the right to enter upon, cross over, and exit from the Driveway & Utility Easement at all times for the purposes of ingress and egress to and from Grantee's Parcel and for the installation and maintenance of utilities. The easement granted herein is non-exclusive, and Grantee understands and agrees that the Driveway & Utility Easement will also be utilized by Grantor, and its successors and assigns.

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1179297
Rec'd: 50.00 Instrument #: 2446733
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 6/9/2022 at 2:18 PM
Total: 52.00 in
Record Book 2252 Pgs 1663-1672

2. Unimpeded Access. The Owners agree that no barricade or other divide will be constructed within the Driveway & Utility Easement which would block access to Grantor or Grantees Parcel and that the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic across the Driveway & Utility Easement, except for any short-term blockages that may be legally necessary for installation, maintenance and repairs of the driveway or any utilities, and all of such repairs and installation shall be done in a manner which, if possible, will not unreasonably deny access to Grantor's Parcel or Grantee's Parcel.

3. Maintenance of Driveway & Utility Easement. Grantee shall widen the existing asphalt within the Driveway & Utility Easement to a width consistent with that portion of the access road currently within the Lee Victory Parkway right-of-way and delineated with traffic lanes. The cost of maintaining the Driveway & Utility Easement and any improvements required by the applicable governing authority within the Driveway & Utility Easement shall be paid by Grantee. Grantee shall take the necessary action to perform maintenance and repair to the Driveway & Utility Easement to maintain and preserve its appearance and use. The Driveway & Utility Easement shall be kept clean and free of impediments to traffic and shall be maintained and repaired by Grantee when necessary. In the event Grantee installs or conducts maintenance to any utilities within the Driveway & Utility Easement, Grantee, at its sole cost and expense, shall return the Driveway & Utility Easement area to the condition it was prior to any such installation or maintenance. Notwithstanding the foregoing, Grantee shall have no maintenance obligations for the Driveway under this Agreement until such time as Grantee connects a driveway to the Driveway & Utility Easement and/or Grantee begins utilizing the Driveway & Utility Easement for vehicular access to and from Grantee's Parcel. Grantee shall maintain the existing pavement and any additional pavement Grantee may install within the Driveway & Utility Easement as shown on Exhibit C. No drainage resulting from improvements made by Grantee within the Driveway & Utility Easement shall result in the diversion of drainage onto Grantor's parcel. Grantee may connect one (1) combined driveway to each side of the Driveway & Utility Easement. Grantee shall erect and maintain a ten-foot (10') landscape buffer as shown on Exhibit C, and upon execution of this Driveway & Utility Easement, Grantee shall pay to Grantor Five Thousand and No/100 Dollars ($5,000.00) to provide Grantor signage within the Driveway & Utility Easement which sign Grantor shall be solely responsible for constructing and maintaining.

4. Indemnification. The Owners (as used an "Indemnifying Owner") shall indemnify and hold each other (as used in this Section 4, an "Indemnified Owner") harmless from and against all damages, losses, liabilities, claims, lawsuits and expenses incidental to the defense thereof arising out of any act or omission of an Indemnifying Owner and/or its tenants, employees, agents or representatives occurring on the area of the Driveway & Utility Easement as a result of the uses permitted by this Agreement unless such damages, losses, liabilities, claims or lawsuits arise out of the negligence or intentional misconduct or such Indemnified Owner and/or its tenants, employees, agents or representatives.

5. Amendments. This Agreement and any provision herein contained may be terminated, extended, modified or amended only by the express written consent of all Owners or their assigns or successors in fee simple interest. No amendment, modification, extension or termination of this Agreement will affect the rights of the holder or any mortgage constituting a lien on a tract unless such mortgagee specifically consents to the same in writing, nor will any amendment, modification, extension or termination be effective against any mortgagee or a purchaser at a mortgagee's foreclosure sale subsequent to such mortgagee's or purchaser's acquiring title to a tract by foreclosure or deed in lieu of foreclosure, unless the mortgagee or purchaser has so consented in writing. No tenant, licensee or other person having only a possessory interest in the improvements constructed on any tract will be

required to join in the execution of or consent to any action of the Owners taken pursuant to this Section 5.

6. Default; Remedies.

Upon the happening of any one or more of the events expressed below in (i) or (ii) (either of which events shall separately constitute a default hereunder at the non-defaulting Owner's(s') option), the non-defaulting Owner(s) shall have, in addition to all other rights and remedies available to it provided by law, the right, at its option (1) to seek specific performance and damages and/or (2) to seek only monetary damages against the defaulting Owner(s), and/or (3) to seek an injunction against the defaulting Owner(s) in order to prevent any violation or attempted or threatened violation of any condition of this Agreement. Each Owner's(s') rights in this respect are exercisable at any time after default or breach of condition. Default hereunder shall exist:

(i) In the event any Owner(s) should fail to pay on demand any amount due the other Owner(s) hereunder; or

(ii) In the event any Owner(s) violates any of the other terms, conditions, or covenants herein contained.

The foregoing to the contrary notwithstanding, and any statutory remedy to the contrary notwithstanding, no Owner(s) shall exercise any right in the event of a default described in said subsections, except and unless it shall have first given the defaulting Owner(s) written notice of the default claimed, specifying in reasonable detail the default claimed, and allowing the defaulting Owner(s) forty-five (45) days to cure such default, or if such default cannot be reasonably cured within forty-five (45) days, then such default will be deemed to have been cured if the defaulting Owner(s) promptly commence(s) to cure such default and diligently and continuously pursue (s) the curing thereof to completion within a reasonable time thereafter. If the claimed default is so cured, it shall be waived by the non-defaulting Owner(s). However, the Owner(s) previously in default will be obligated to pay interest on any sum of money due the other Owner(s) from the date of said written notice until the cure of such default, at the maximum contract rate of interest permitted by law.

7. Notices. Any notice, demand, communication, or election to exercise any option hereunder shall be in writing and may be served or delivered in person, or by prepaid U.S. Registered or Certified Mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing. The time of giving notice shall be reckoned from the day of delivery if delivered to the intended recipient in person, or from the day of posting, if mailed.

8. Attorneys' Fees. All costs of collection and/or enforcement in the event of a default or breach of condition, including a reasonable attorneys' fee, if placed in the hands of an attorney for enforcement, shall be paid by the defaulting party to the other party.

9. Performance by Others. Any act required to be performed pursuant to the terms of this Agreement may be performed by any lessee of all or any part of a tract and/or by any mortgagee of a tract, and the performance of such act shall be deemed to be performance by the respective Owner and shall be acceptable as the act of such Owner.

10. Waiver of Default. No waiver of any default by any Owner will be implied from the failure by any other Owner to take action with respect to such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provisions of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Owner might otherwise have by virtue of a default under this Agreement. The exercise of any right or remedy by any Owner will not impair such Owner's standing to exercise any other right or remedy.

11. No Partnership. Nothing contained in this Agreement and no action by the Owners will be deemed or construed by the Owners or by a third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among any of the Owners.

12. Severability. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect to which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

13. Governing Law. This Agreement will be construed in accordance with the laws of the State of Tennessee.

14. Captions. The captions of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

15. Time. Time is of the essence of this Agreement.

16. Binding Effect. The provisions of this Agreement will be binding on the Owners and their respective heirs, successors, assigns, and mortgagees, to the extent herein provided.

All conditions, agreements and undertakings contained in the easement shall extend to and be binding upon the representatives, heirs, administrators, successors and assigns of the Owners and shall run with the land.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 5th day of May, 2022.

GRANTOR:	GRANTEE:
PARKWAY BAPTIST CHURCH	B&T LAND PARTNERS, LLC
By: William Lunders	By: Jon W. Jantt
Its: Trustee	Its: Managing Member

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the within named William Lunders, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the person described herein, and who, upon oath, acknowledged himself to be Trustee of PARKWAY BAPTIST CHURCH and that he as such properly executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Trustee.

Witness my hand and seal this 5th day of May, 2022.

CYNTHIA J WEST
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
MY COMMISSION EXPIRES 11-20-2023

Cynthia J West
Notary Public
My commission expires: 11-20-23

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the within named Jonathan Troutt, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the person described herein, and who, upon oath, acknowledged himself to be Managing Member of B&T LAND PARTNERS, LLC and that he as such properly executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Managing Member.

Witness my hand and seal this 5th day of May, 2022.

CYNTHIA J WEST
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
MY COMMISSION EXPIRES 11-20-2023

Cynthia J West
Notary Public
My commission expires: 11-20-23

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer is $0.00.

Affiant

Sworn to and subscribed before me on this 5th day of May, 2022.

Notary Public
My commission expires: 11-20-23

CYNTHIA J WEST
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY
MY COMMISSION EXPIRES 11-20-2023

EXHIBIT A
GRANTOR'S PARCEL

Being a parcel of land in the Third Civil District of Rutherford County on the southeasterly side of Lee Victory Parkway (variable width right-of-way) and just northeast of the intersection of Almaville Road and being more particularly described as follows:

Commencing at an iron pin found with cap Delk in the easterly right-of-way line of Lee Victory Parkway and the easterly corner of the Phase Three Adelaide Park Subdivision as of record in Plat Book 29, page 173 R.O.R.C.;

THENCE, along said right-of-way line and the easterly line of the Lee Property as of record in Deed Book 284, page 767, R.O.R.C., S 14° 07' 28" W, 240.03 feet to a Concrete Monument found;

THENCE S 18° 34' 53" W, 207.67 feet to a Concrete Monument found;

THENCE, along a curve to the right 30.00 feet, have a radius of 3979.72 feet and a chord of S 22° 21' 32" W, 30.00 feet to the point of beginning.

THENCE, S 67° 34' 00" E, 101.51 feet to a point.

THENCE, along a curve to the left 95.37 feet to a point, having a radius of 112.27 feet and a chord of N 74° 01' 24" E, 95.37 feet to a point.

THENCE, S 20° 23' 40" E, 181.54 feet to a point, on the common property line with Parkway Baptist Church.

THENCE, along said property line S 51° 56' 00" W, 52.30 feet to a point.

THENCE, leaving said property line N 20° 27' 20" W, 154.36 feet to a point.

THENCE, along a curve to the right 85.02 feet, having a radius of 165.00 feet and a chord of N 74° 01' 24" E, 85.02 feet.

THENCE, N 67° 34' 00" W, 101.95 feet to the right-of-way of Lee Victory Parkway.

THENCE, along a curve to the left 50.00 feet to a point, having a radius of 3979.72 feet and a chord of N 22° 56' 05" E, 50.00 feet to the point of beginning.

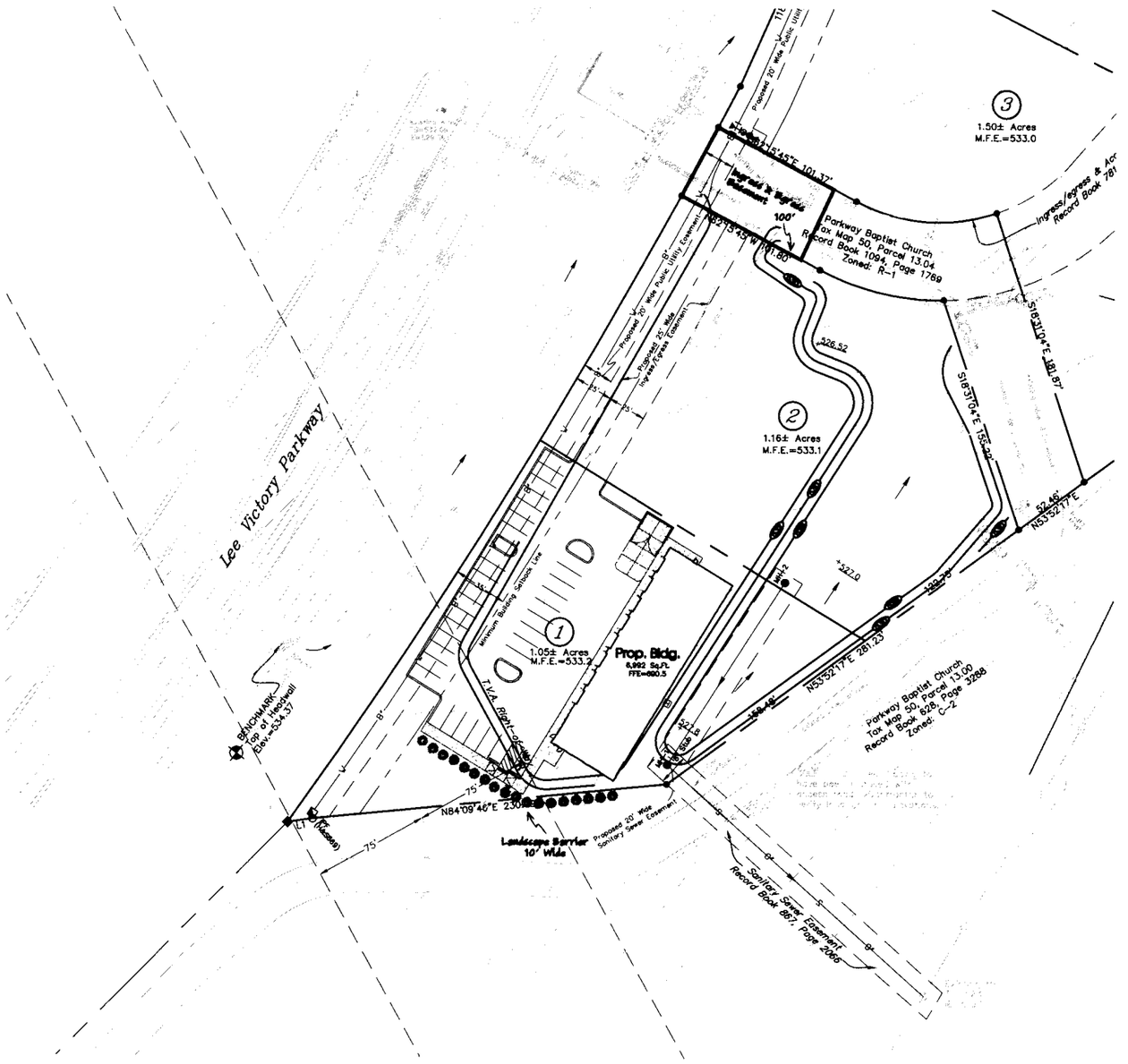
Containing 17,932.83 square feet or 0.41 acres more or less.

EXHIBIT B
GRANTEE'S PARCEL

Beginning at a point in the approximate center line of the black top of the Almaville road, said point being common to the north-east corner of the I. R. Peebles property, the South-east corner of the W. B. Mullins property, the north-west corner of the Ellis D. McGowan et al property, and the south-west corner of the property here in being described, running thence with the north and north westerly boundary lines of the Ellis D. McGowan et al property, the meanders thereof, seven courses as follows, N 76° 19' E, 841.5 feet, N81° 19' E, 346.5 feet, N 49° 30' E, 825 feet, N 84° 00' E, 33 feet, to a point on the westerly bank of Stewart Creek, thence continuing with the Westerly bank of Stewart Creek N 48° 30' E, 349.8 feet, N 36° 30' E, 267.3 feet, to a point thence S 59° 00' E, crossing the said Stewart Creek, in all a distance of 125.4 feet to a stake, common to the north easterly corner of the Ellis D. McGowan et al property positioned at the intersection of two fence lines, thence following the course of an existing fence line, four courses, as follows, N 2° 34' E, 230 feet, N 00° 23' E, 253.3 feet, N 2° 17' W, 185 feet thence N 4° 50' E, a distance of 154.8 feet, to a point in Stewart Creek, common to the south-east corner of the Allen Carter property, thence N 87° 00' W, common to and in part with the south boundary line of the Allen Carter property, a distance of 573.6 feet, to a corner fence post, the north-east corner of the Ellis D. McGowan property thence S 21° 30' W, a distance of 377.85 feet to a rock the south easterly corner of the said Ellis D. McGowan et al property, thence, S 88° 00' , common to the south boundary line of the said Ellis D. McGowan et al property a distance of 1265.55 feet to a point in the old roadway, the south-west corner of the McGowan property, thence with the approximate center line of the old road way three courses as follows, S 2° 10' W, 94 feet, S 10° 46' W, 89.5 feet, thence S 34° 10' W, a distance of 210.9 feet, to a point thence with the Almaville road three courses, as follows, S 15° 34' W, 936 feet, S 6° 08' W, 300 feet thence, S 13° 53' E, a distance of 200 feet, the place of beginning, containing 68.13 acres, be the same, more or less.

LESS AND EXCEPT those properties sold off in Judgment of record in Deed Book 347, page 432 and Warranty Deeds of record in Record Book 373, Page 426; Record Book 442, Page 2569; Record Book 551, Page 551; Record Book 734, Book 2831; Record Book 734, Page 2836; Record Book 761, Page 2298; and Record Book 867, Page 2071 as corrected in Record Book 1094, Page 1769, all in the Register's Office of Rutherford County, Tennessee.

EXHIBIT C
EASEMENT


Lee Victory Parkway
Proposed 70' Wide Public Utility
3
1.50± Acres
M.F.E.=533.0
Ingress & Egress Easement
100'
Parkway Baptist Church
Tax Map 50, Parcel 13.04
Record Book 1095, Page 1789
Zoned: R-1
Ingress/Egress & Acc
Record Book 781
Proposed 20' Wide Public Utility Easement
Proposed 25' Wide Ingress/Egress Easement
526.52
2
1.16± Acres
M.F.E.=533.1
Minimum Building Setback Line
1
1.05± Acres
M.F.E.=533.2
Prop. Bldg.
6,992 Sq.Ft.
FFE=600.5
T.V.A. Right-of-Way
BENCHMARK
Top of Headwall
Elev.=534.37
Landscape Barrier
10' Wide
Proposed 20' Wide
Sanitary Sewer Easement
Sanitary Sewer Easement
Record Book 867, Page 2066
Parkway Baptist Church
Tax Map 50, Parcel 13.00
Record Book 628, Page 3268
Zoned: C-2
N84°09'46"E 230.00'
N53°52'17"E 281.23'
75'
8'

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

Resubmitted
April 22nd, 2026 for the
April 29th, 2026 Town Council Workshop

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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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AERIAL PHOTOGRAPH

Not To Scale

Lee Victory Parkway

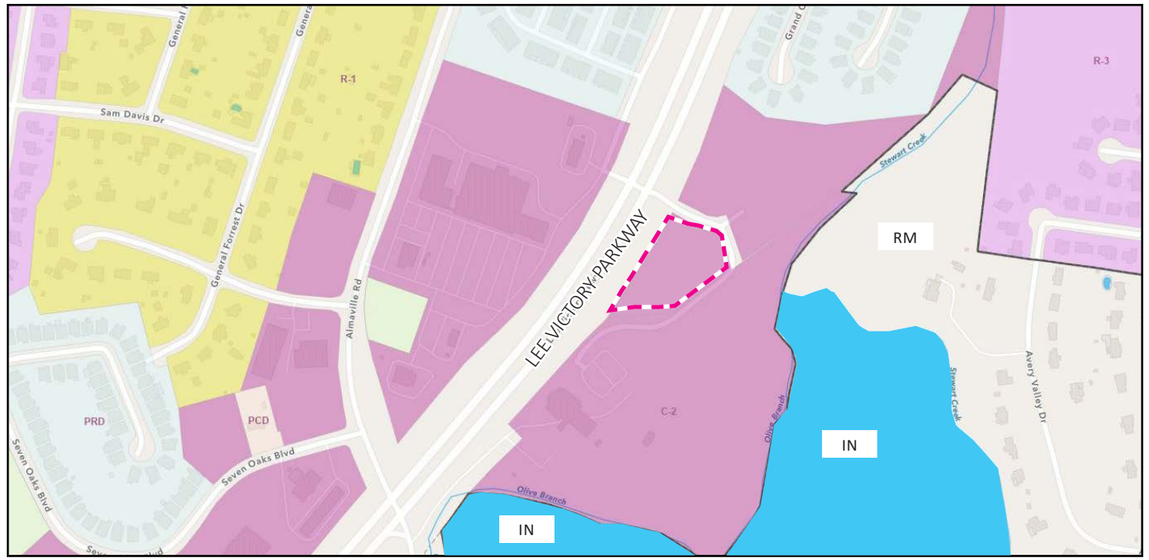
Almaville Road

Avery Valley Drive

Private Drive

Seven Oaks Boulevard

Site Boundary



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

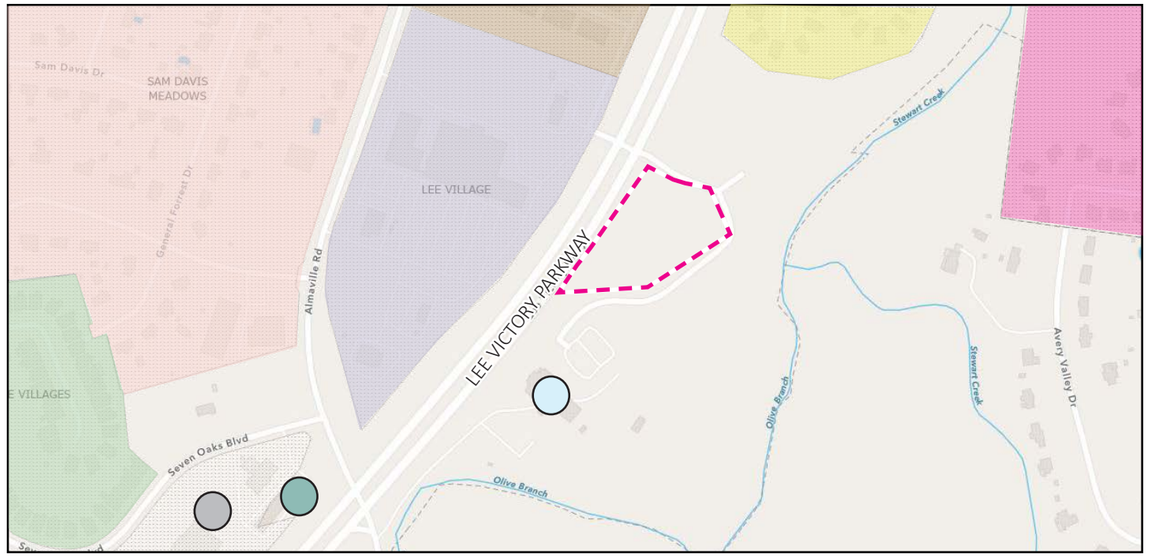
Site Boundary

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.

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

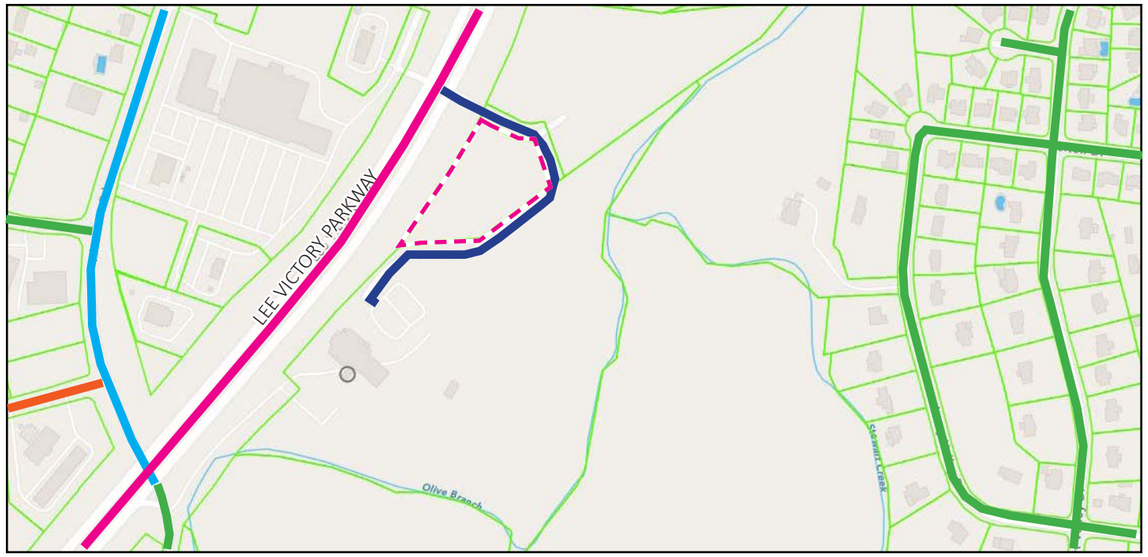
Not To Scale

- The Villages
- Sam Davis Meadows
- Lee Village
- Lee Crossing
- Adelaide Park
- Glenrose
- RaceTrac Gas Station
- Seven Oaks Business Park
- 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.



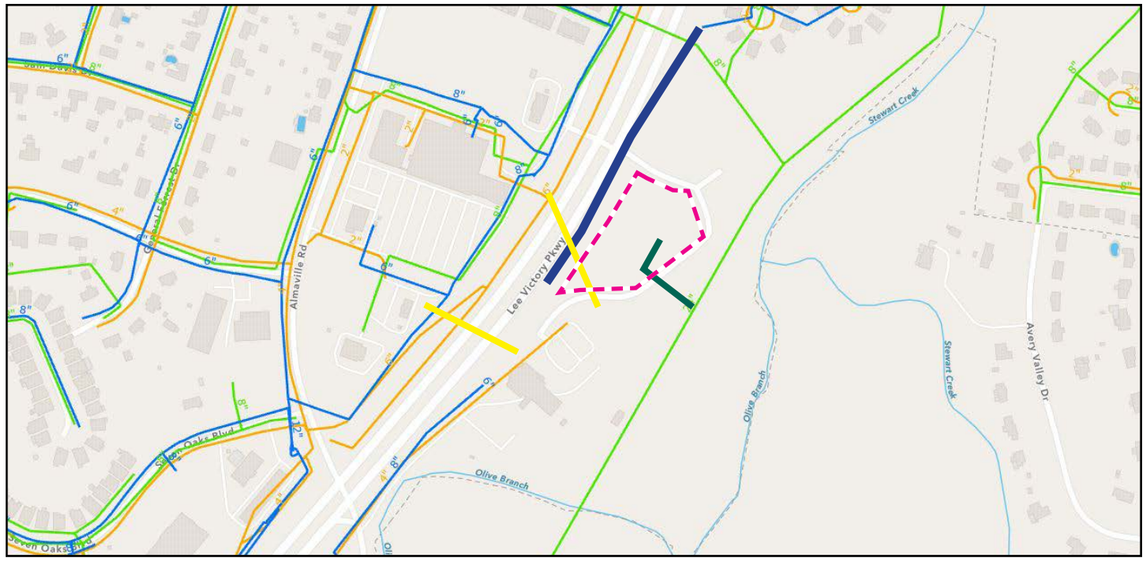
MAJOR TRANSPORTATION PLAN

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. There is an existing access easement granted by the Church as recorded in record book 2252 Pages 1663 - 1672 that allows this parcel access to the private roadway.



UTILITY MAP

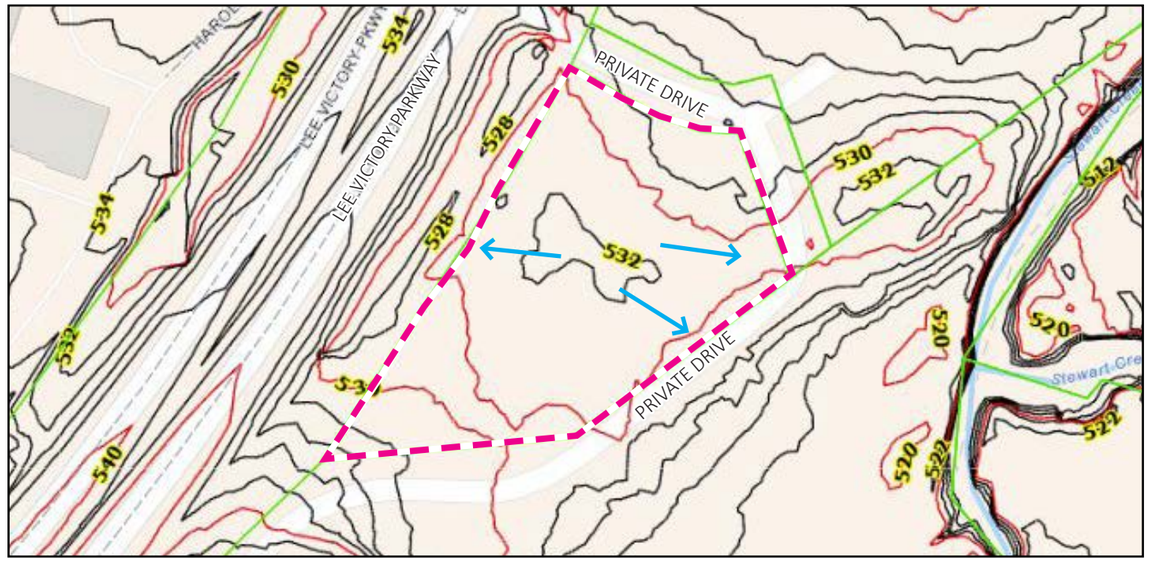
Not To Scale

- WATER
- GAS
- SEWER
- PROPOSED WATER EXTENSION
- ELECTRIC
- PROPOSED SEWER CONNECTION
- Site Boundary

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.

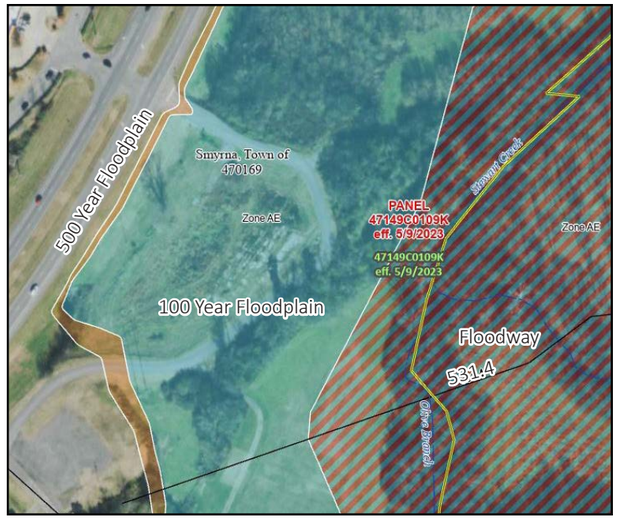


HYDROLOGY AND TOPOGRAPHY

Not To Scale

- WATER FLOW DIRECTION
- INTERMEDIATE CONTOURS
- INDEX CONTOURS
- Site Boundary

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.



FEMA FLOOD MAP

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

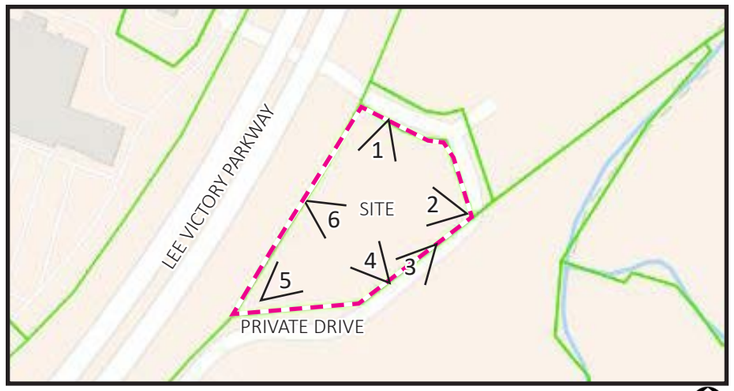


PHOTO DIRECTION MAP

Not To Scale

Site



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

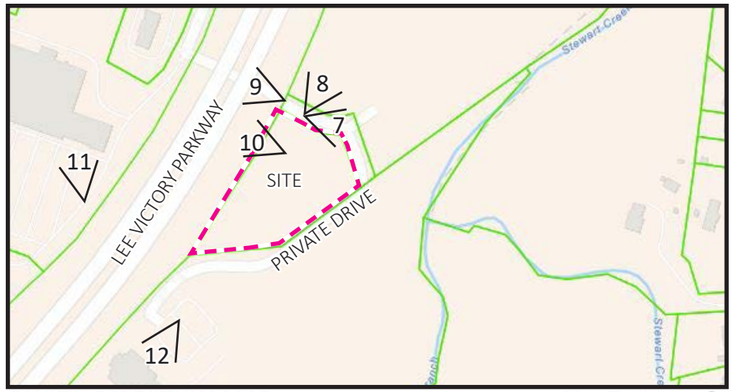


PHOTO DIRECTION MAP

Not To Scale



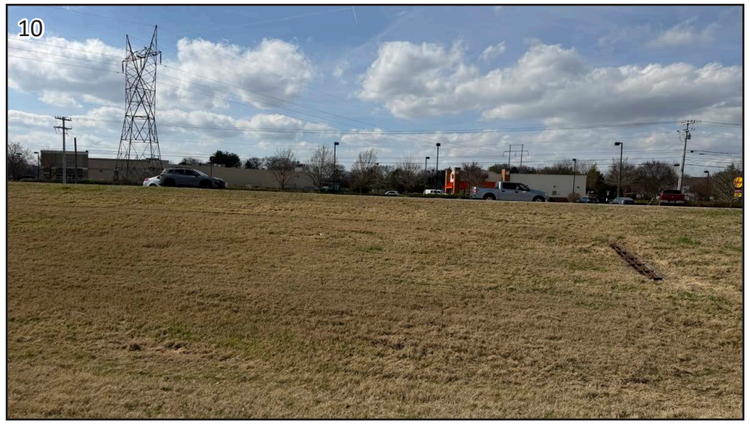
View From Private Drive Looking Southeast



View Adjacent Vacant Lot Looking Northeast



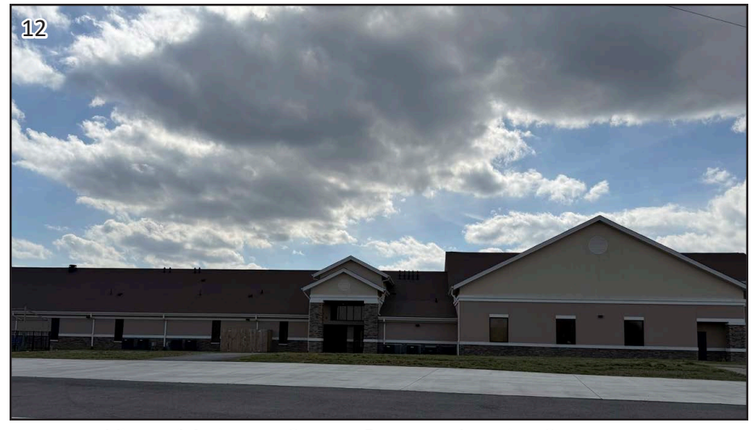
View From Private Drive Looking Onto Lee Victory Parkway



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



-60′ 0′ 60′ 120′

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.
- Building elevations are required to meet design review standards and shall be submitted at site plan level to ensure compliance.



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

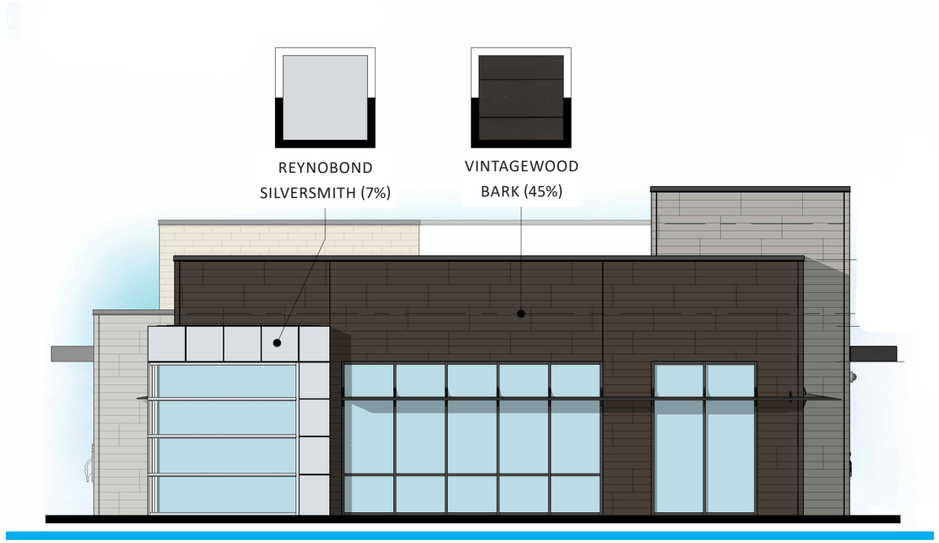
Front Setback to Main Structure:	35-feet
Side Setback:	15-feet
Shared Lot Line Side Setback:	15-feet



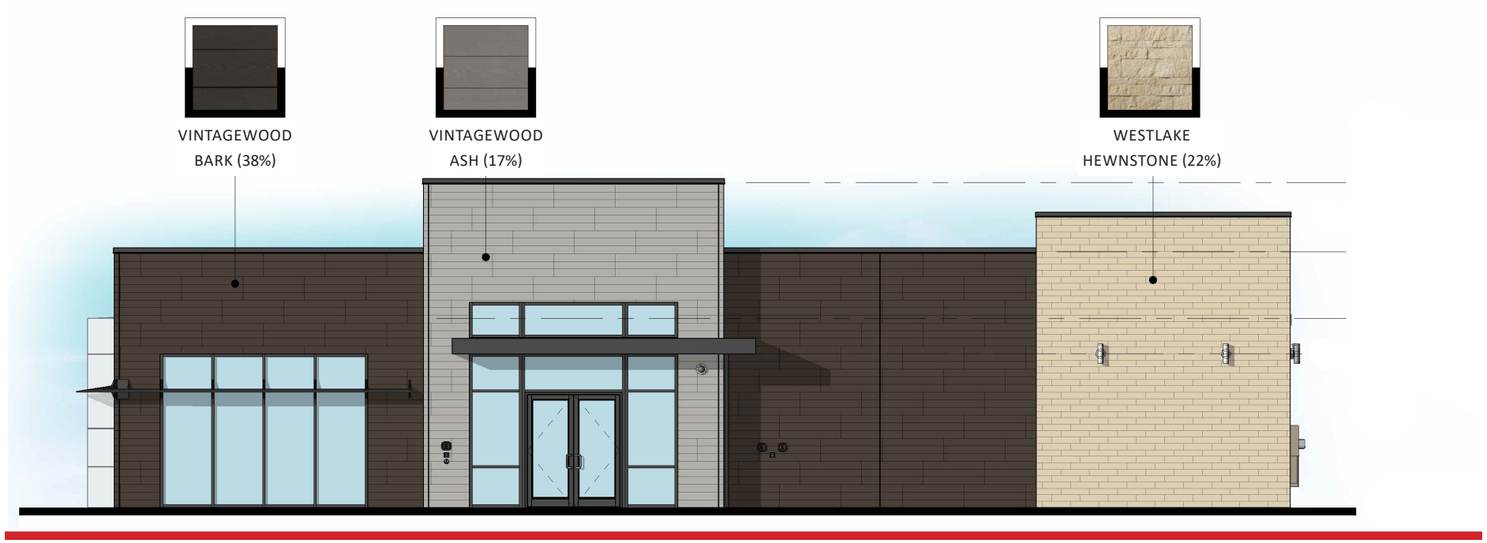
SOUTH/WEST ELEVATION



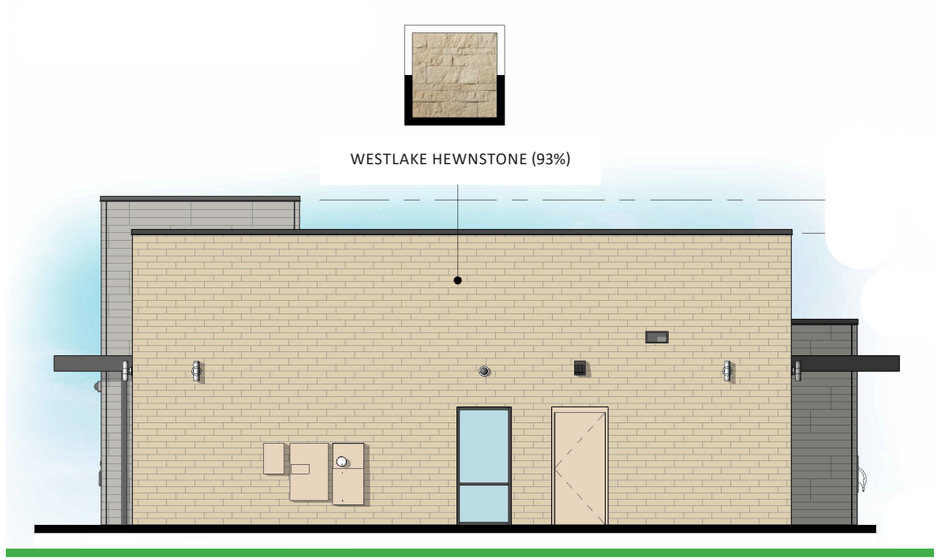
NORTH/EAST ELEVATION



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 elevations are required to meet design review standards and shall be submitted at site plan level to ensure compliance.



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



Example of Brick
(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 1 Setbacks

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





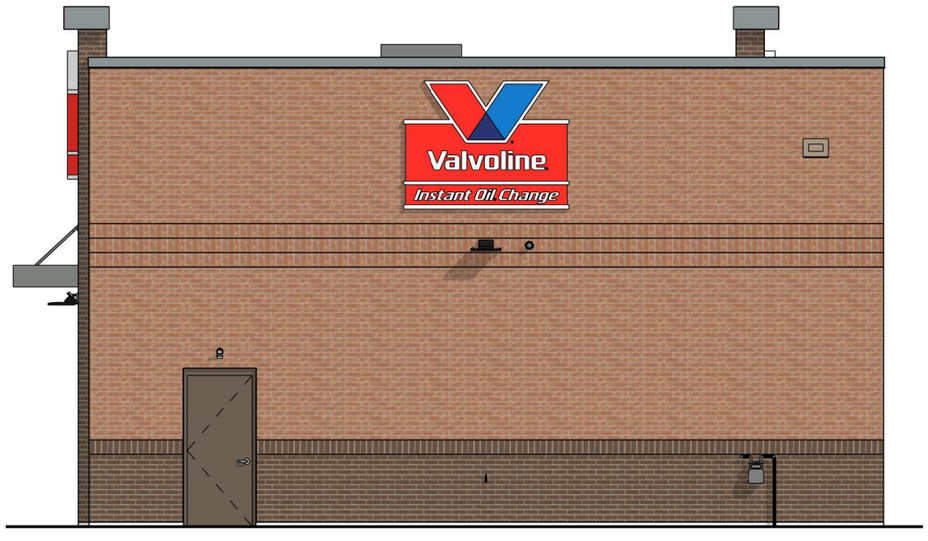
EASTERN ELEVATION (FACING REAR OF PROPERTY)

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.

There is an existing access easement granted by the Church as recorded in record book 2252 Pages 1663 - 1672 that allows the proposed PCD access to Harold Lee Drive.

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.

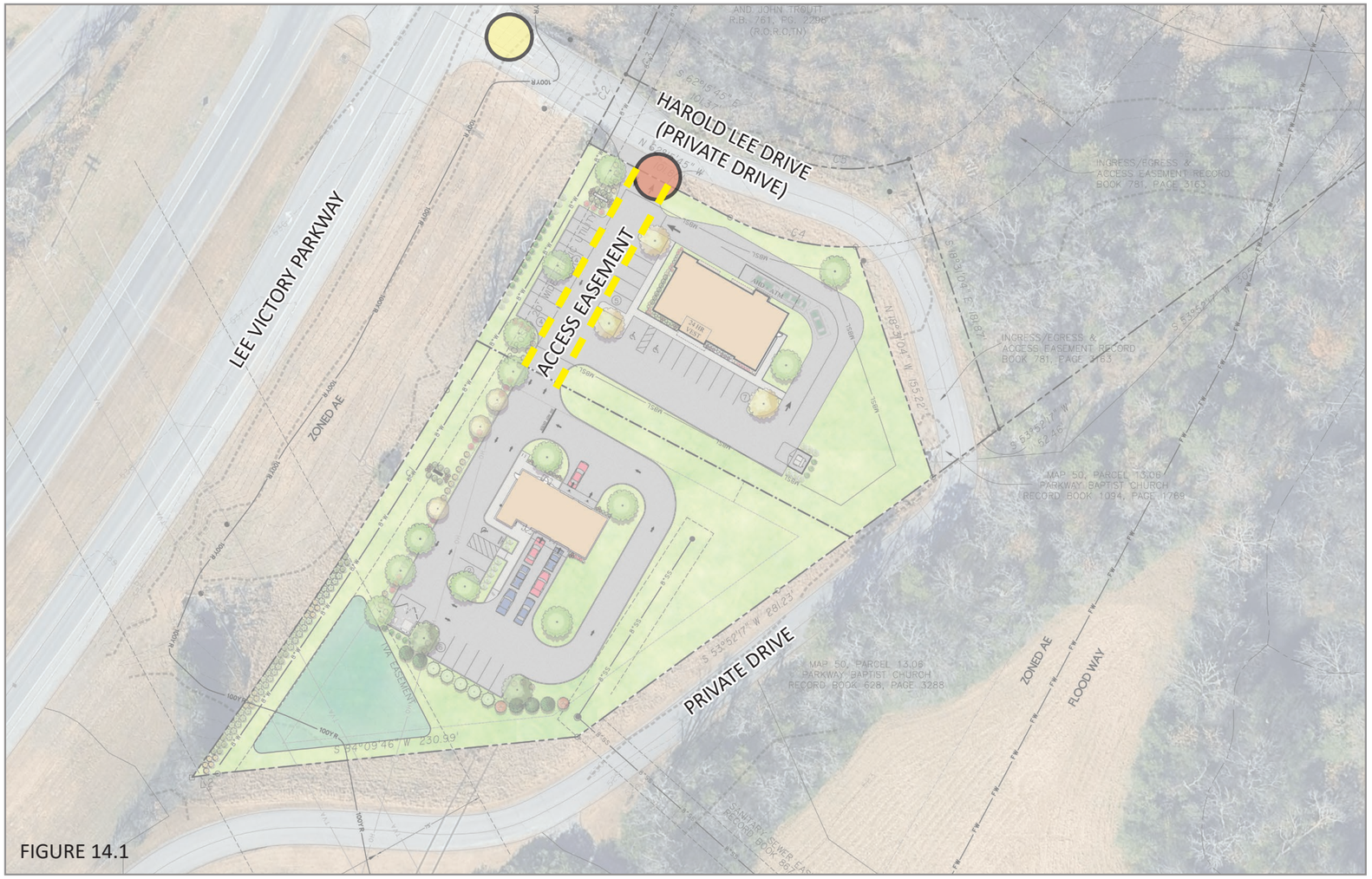
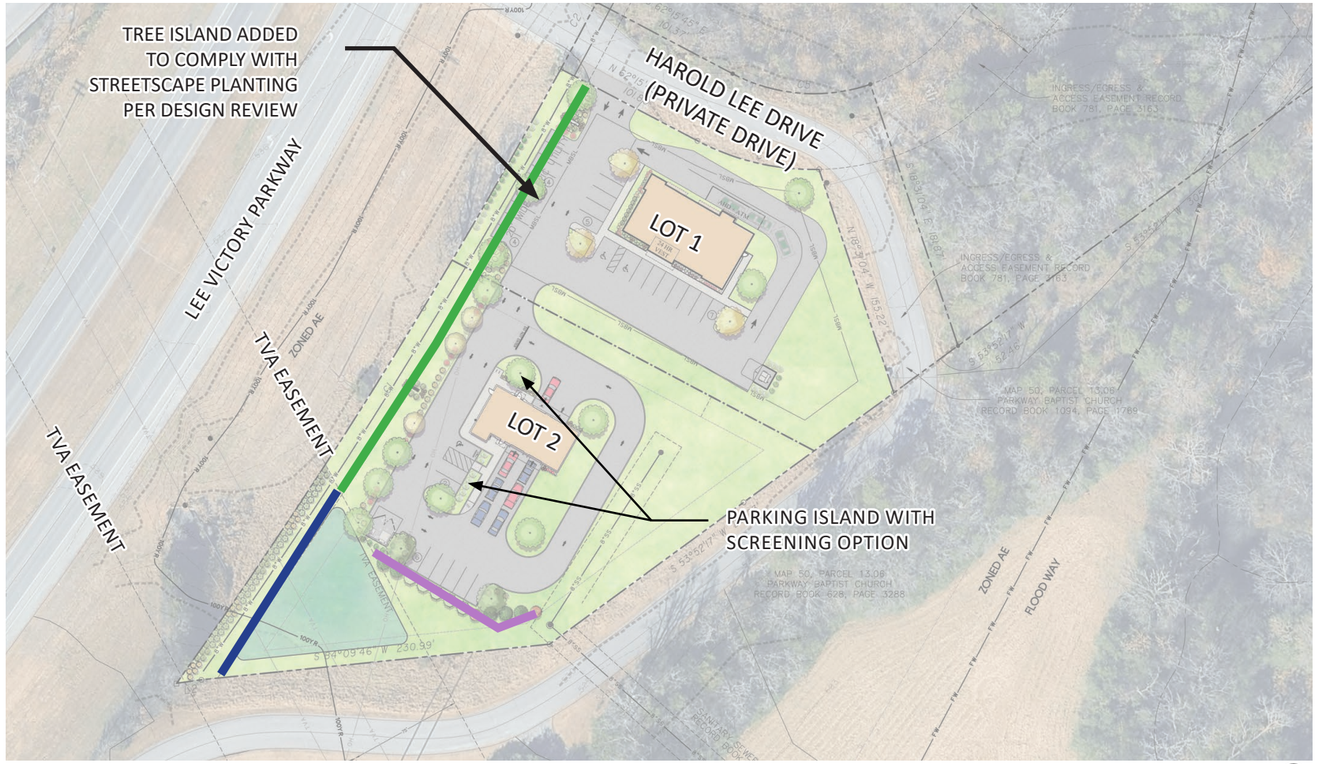


FIGURE 14.1

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.
- Per the recorded ingress/egress easement agreement, a 10’ landscape buffer shall be planted along the southern portion of the parking area on Lot 2.

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 7.a.2.
Department: Planning

Date: May 12, 2026

Subject:
Consideration of an Ordinance relative to the annexation and I-2 zoning of property on Tax Map 50, Parcel 13.02 requested by Smyrna River of Life Assembly of God containing 54.5 acres. The property is located at 8200 Safari Drive.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The property that is the subject of this request is located at 8200 Safari Drive, which is at the dead end of the road approximately 720 feet north of the intersection with Tridon Drive. 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. The surrounding zoning is C-2 and I-2 in Town and RM in Rutherford County. The Town would be providing all services to this area upon annexation. There is an existing church and school on the property, but they are all located in temporary structures that are to be removed by June 1, 2026.

Summary:
The existing church and school use of the property will cease by May 23, 2026, with the buildings to be removed by June 1. This is important, as the Fire Department and Building Codes Department both have concerns regarding the structures and use of the structures. A concept plan for the proposed industrial development is attached. A large portion of this property lies within the floodway, 100 year floodplain, or 500 year floodplain. Any development would require submittal of a floodplain development permit application. The large floodway/floodplain area includes all of the area that borders the RM zoned properties to the north and east. These areas are heavily wooded and would be undisturbed. A traffic study would be required prior to approval of a site plan for the development. Any improvements recommended by the traffic study would be required

to be installed by the developer. The existing 6" water line on Safari Drive would be required to be upsized by the developer to a 12" to meet fireflow requirements.

The Planning Commission reviewed this request and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. 8200 Safari Drive Annexation Request Application 2026 - Redacted
2. 8200 Safari Drive Rezone Request Application 2026 - Redacted
3. Smyrna River of Life Assembly of God Map 1
4. Smyrna River of Life Assembly of God Map 2
5. Smyrna River of Life Assembly of God Map 3
6. Creekside Phase 2 - Rezoning
7. Creekside Phase 2 - Floodway
8. Owner Authorization Letter - 8200 Safari Dr (1) (002)
9. Smyrna River of Life May 2026 Annexation Description

dotloop signature verification: dtlp.us/VrJ1-CyIv-SVF0

Town of Smyrna

Annexation Request Application

APPLICANT INFORMATION:		
Name/Company: Smyrna River of Life Assembly of God		
Street Address: 8200 Safari Drive		
City: Smyrna	State: TN	ZIP: 37167
Email: matt.wright@foundrycommercial.com	Phone: 615-517-9302	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☐		
Name/Company: Foundry Commercial Acquisitions, LLC		
Street Address: 29 Hermitage Ave.		
City: Nashville	State: TN	ZIP: 37210
Email: matt.wright@foundrycommercial.com	Phone: 615-517-9302	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: 8200 Safari Drive, Smyrna, TN 37167		
Tax Map: 050-013.02-000	Group:	Parcel: 050-013.02-000
Requested Lot Area (Square feet/Acres): 54.50 Acres		
Existing Zoning: IN Office & Institutional	Requested Smyrna Zoning: I-2 Light Industrial	
*Current Property Owner (See Note Below): Smyrna River of Life Assembly of God		
APPLICANT AUTHORIZATION		
Applicant Signature: Johnny D Minick dotloop verified 02/05/26 4:18 PM CST CGAB-WF2N-AN6V-OL17		Date: 02/05/2026
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of annexation as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

dotloop signature verification: dtlp.us/VrJ1-CyIv-SVF0

2026 SUBMITTAL AND MEETING CALENDAR
See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 8, 2025	JANUARY 8
JANUARY 12	FEBRUARY 5
FEBRUARY 9	MARCH 5
MARCH 9	APRIL 7
APRIL 13	MAY 7
MAY 11	JUNE 4
JUNE 8	JULY 9
JULY 13	AUGUST 6
AUGUST 10	SEPTEMBER 3
SEPTEMBER 8 - 8:00 AM	OCTOBER 1
OCTOBER 12	NOVEMBER 5
NOVEMBER 9	DECEMBER 3
DECEMBER 7	JANUARY 7, 2027

MEMBERS

Name	Term Expiration
Vanessa Haley	2026
Salena Scott	2026
Ken Hill	2027
Tim Morrell	2027
Charles Scurr	2027
Marc Adkins, Council Member	Term of Office
Steve Sullivan, Council Member	Term of Office

dotloop signature verification: dtlp.us/iOpx-520N-0zEg

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Smyrna River of Life Assembly of God		
Street Address: 8200 Safari Drive		
City: Smyrna	State: TN	ZIP: 37167
Email: matt.wright@foundrycommercial.com	Phone: (615) 517-9302	

CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Foundry Commercial Acquisitions, LLC		
Street Address: 29 Hermitage Ave.		
City: Nashville	State: TN	ZIP: 37210
Email: matt.wright@foundrycommercial.com	Phone: (615) 517-9302	

PROPERTY INFORMATION		
Street Address/Intersecting Streets: 8200 Safari Drive, Smyrna, TN 37167		
Tax Map: 050-013.02-000	Group:	Parcel: 050-013.02-000
Requested Lot Area (Square feet/Acres): 54.50 Acres		
Existing Zoning: IN Office & Institutional	**Requested Zoning:** I-2 Light Industrial	
*Current Property Owner (See Note Below): Smyrna River of Life Assembly of God		

APPLICANT AUTHORIZATION		
Applicant Signature: Johnny D Minick dotloop verified 02/05/26 3:31 PM CST CV6D-6XFH-YI1Z-BJCE		Date: 02/05/2026

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.

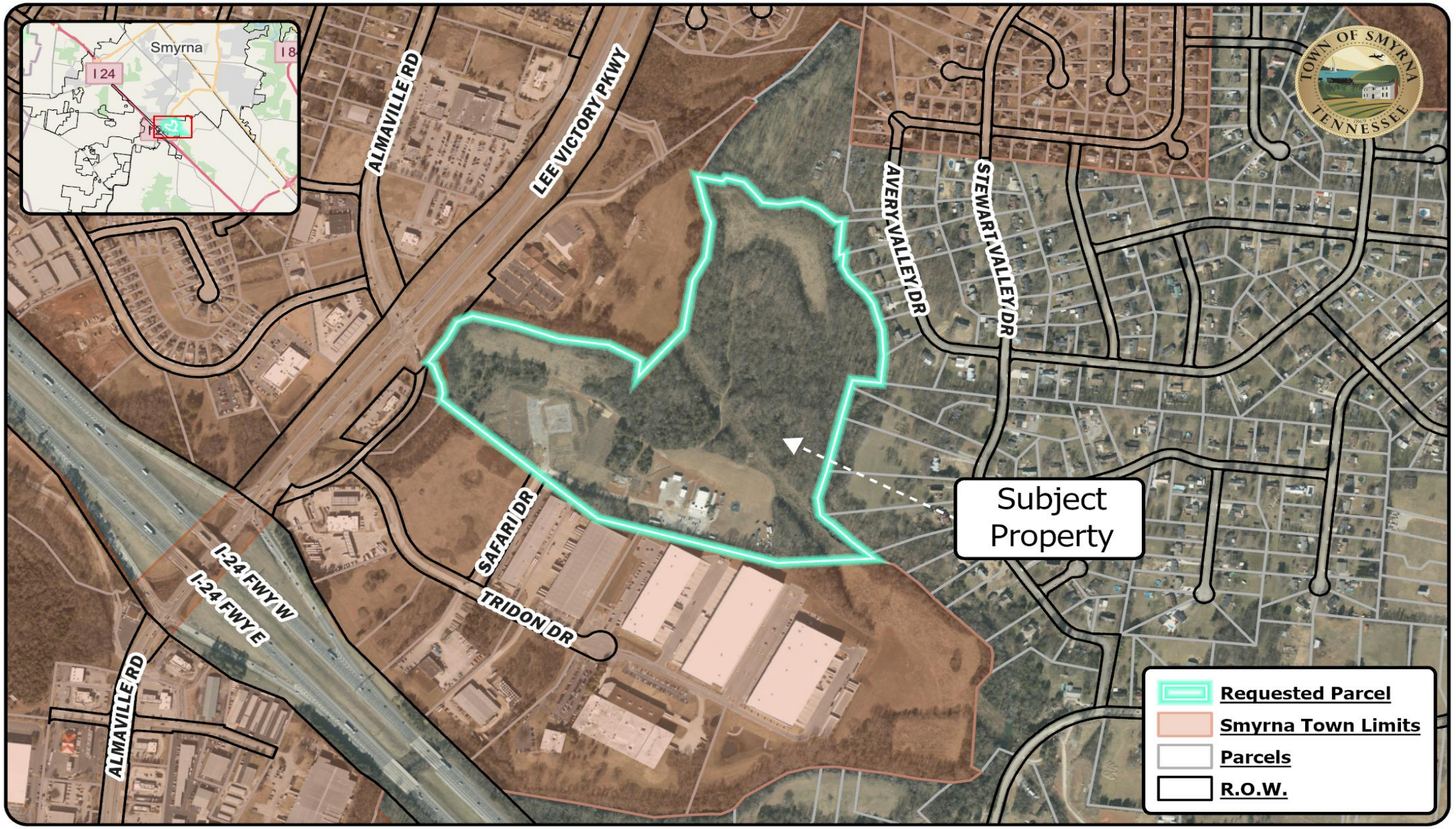
dotloop signature verification: dtlp.us/iOpx-520N-0zEg

2026 SUBMITTAL AND MEETING CALENDAR
See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 8, 2025	JANUARY 8
JANUARY 12	FEBRUARY 5
FEBRUARY 9	MARCH 5
MARCH 9	APRIL 7
APRIL 13	MAY 7
MAY 11	JUNE 4
JUNE 8	JULY 9
JULY 13	AUGUST 6
AUGUST 10	SEPTEMBER 3
SEPTEMBER 8 - 8:00 AM	OCTOBER 1
OCTOBER 12	NOVEMBER 5
NOVEMBER 9	DECEMBER 3
DECEMBER 7	JANUARY 7, 2027

MEMBERS

Name	Term Expiration
Vanessa Haley	2026
Salena Scott	2026
Ken Hill	2027
Tim Morrell	2027
Charles Scurr	2027
Marc Adkins, Council Member	Term of Office
Steve Sullivan, Council Member	Term of Office



Annexation & I-2 Zoning Request (8200 Safari Drive)

Tax Map: 50 | Parcel: 13.02 | Acres: +/- 54.50

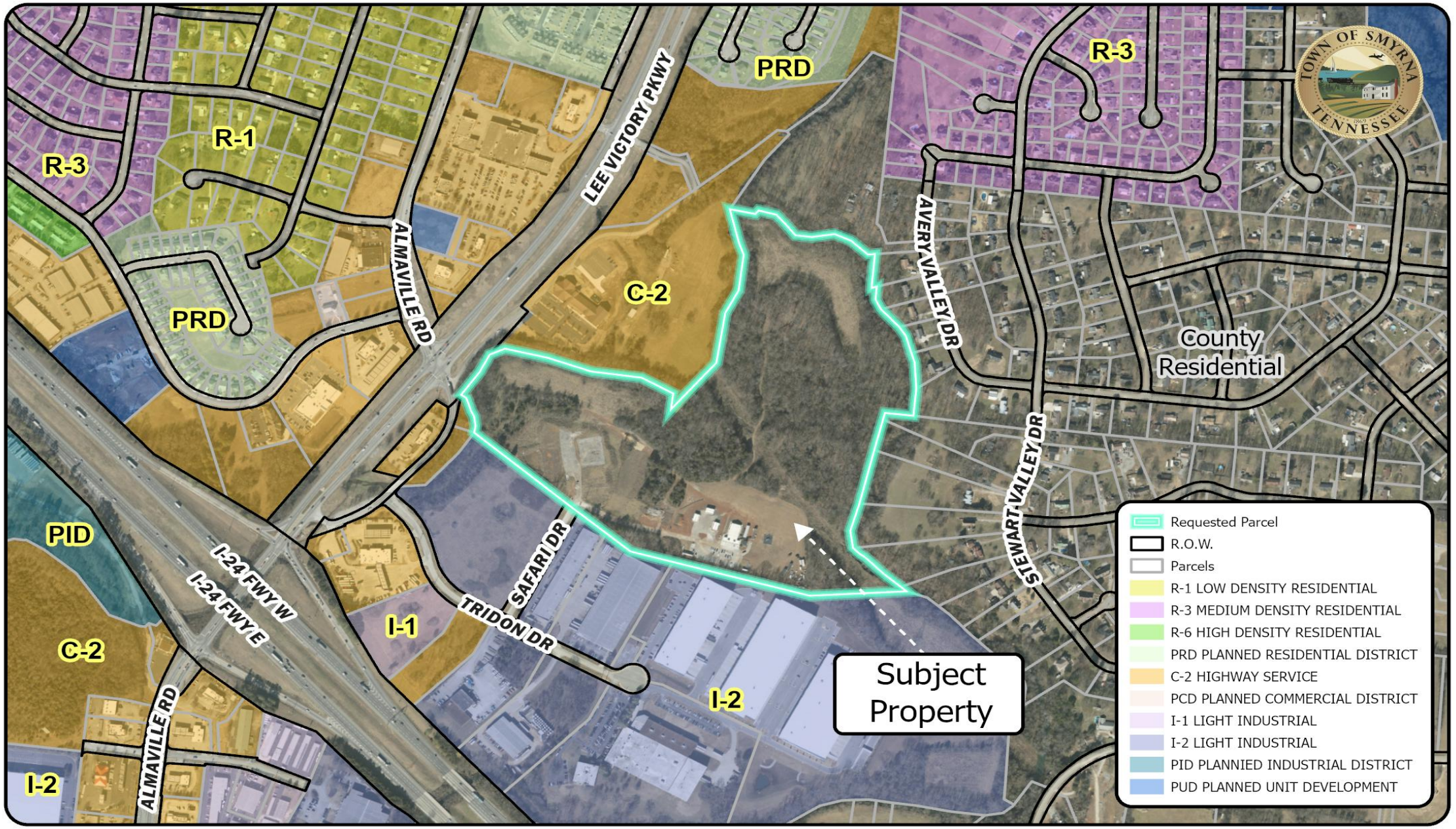
N

0 500 1,000 Feet

Owners: Smyrna River of Life Assembly of God

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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



Annexation & I-2 Zoning Request (8200 Safari Drive)

N

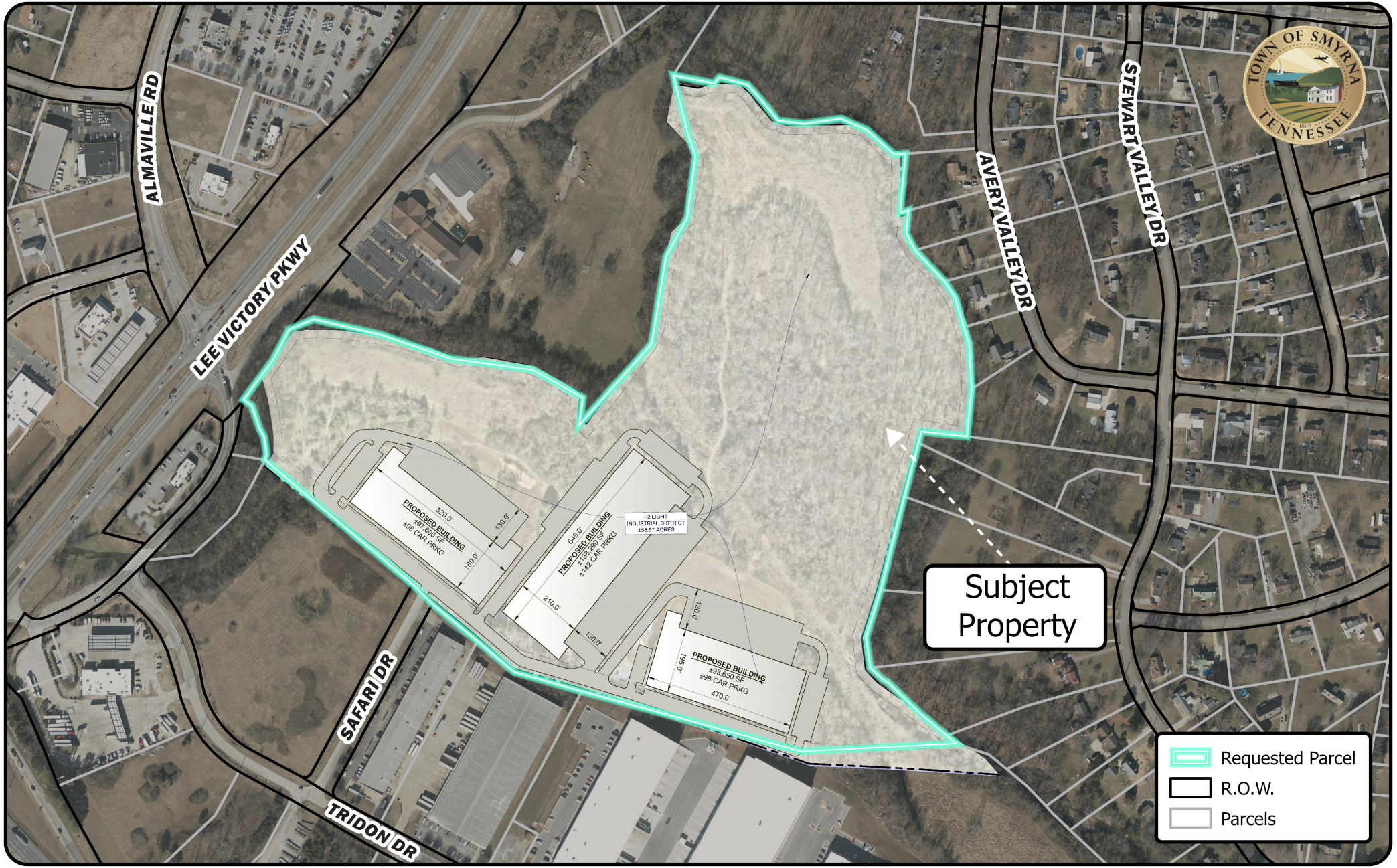
0 500 1,000 Feet

Tax Map: 50 | Parcel: 13.02 | Acres: +/- 54.50

Owners: Smyrna River of Life Assembly of God

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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



Annexation & I-2 Zoning Request (8200 Safari Drive)

Tax Map: 50 | Parcel: 13.02 | Acres: +/- 54.50

Owners: Smyrna River of Life Assembly of God

N

0 250 500 Feet

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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



Kimley»Horn

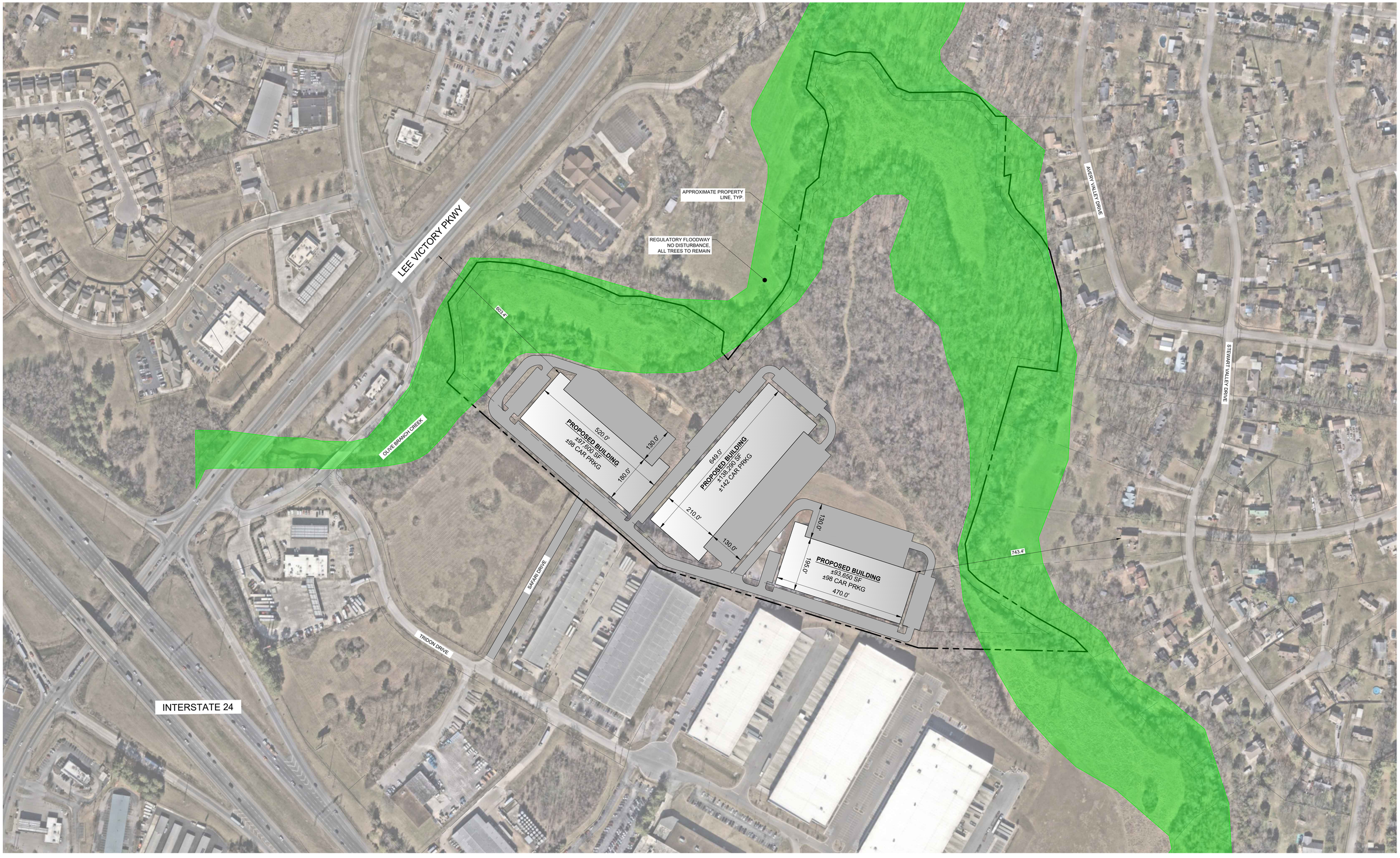
CREEKSIDE LOGISTICS - PHASE 2

FOUNDRY COMMERCIAL - SMYRNA TN

February 16, 2026

0 75 150 300 450

NORTH



Kimley»Horn

CREEKSIDE LOGISTICS - PHASE 2 - FLOODWAY

FOUNDRY COMMERCIAL - SMYRNA TN

February 6, 2026

0 75 150 300 450

NORTH

dotloop signature verification: dtlp.us/7JRB-NiNS-1N9b

OWNER AUTHORIZATION LETTER

8200 Safari Dr – Annexation and Rezoning

Date: 2/5/26

Re: Owner Authorization for Annexation and Rezoning Applications – 8200 Safari Dr

I, the undersigned, hereby certify that I am an authorized representative of Smyrna River of Life Assembly of God, the legal owner of the property associated with the proposed development located at 8200 Safari Dr (Parcel Map 50 Parcel 013.02).

This letter serves as formal authorization for Foundry Commercial Acquisitions, LLC to act on behalf of Smyrna River of Life Assembly of God for all matters related to the preparation, submission, processing, and representation of the Annexation and Rezoning applications for the proposed project. This authorization includes, but is not limited to:

- Submission of all application forms, fees, plans, documents, and supporting materials

- Participation in meetings, hearings, and discussions with city/county staff

- Execution of any required revisions or supplemental submittals

- Receipt and response to correspondence related to the application

Smyrna River of Life Assembly of God acknowledges and affirms that Foundry Commercial Acquisitions, LLC is acting as our duly authorized agent for the purposes stated above until written notice of revocation is provided.

Owner Information

Owner: Smyrna River of Life Assembly of God

Authorized Signatory: **Johnny Minick**

Title: **President**

Address: **6130 Rock Springs Rd. Smyrna, TN 37167**

Email: **Johnnyminick@mac.com**

Phone: **615-414-5555**

Signature: Johnny D Minick dotloop verified 02/05/26 3:31 PM CST WZSQ-RU4V-6I7F-E43A

Date: **02/05/2026**

dotloop signature verification: dtlp.us/7JRB-NiNS-1N9b

Applicant / Agent Information

Applicant / Agent: Foundry Commercial Acquisitions, LLC

Contact Name: Matt Wright Matt Wright

Address: 29 Hermitage Ave., Nashville, TN 37210

Email: matt.wright@foundrycommercial.com

Phone: 615-517-9302

Smyrna River of Life Assembly of God – Annexation and I-2 Zoning Request

Tax Map 50, Parcel 13.02, owned and requested by Smyrna River of Life Assembly of God.

Bordered on the west by Parcel 13.03, owned by the I. R. Peebles Estate, Parcel 13.00, owned by Parkway Baptist Church of Smyrna, and the right-of-way of SR 102/Lee Victory Parkway; on the south by Parcel 14.00, owned by Platform Industrial Tridon I, LLC, Parcels 14.03 and 14.04, owned by Swanson Development LP, Parcel 14.06, owned by Tridon Property Owner, LLC, and the right-of-way of Safari Drive; on the east by the Aberdeen Parke and Glenrose Parke developments; and on the north by Parcel 14.05, owned by Barringer Family Trust. Area annexed contains approximately 54.50 acres.

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 7.a.3.
Department: Planning

Date: May 12, 2026

Subject:
Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article III, Section 3.180 regarding fences in residential districts.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
Staff has researched and created this amendment to address concerns regarding fences in residential districts. This is not an amendment that has been discussed at any joint Town Council/Planning Commission worksession.

Summary:
This amendment would amend Article III to prohibit barbed wire, chicken wire, razor wire, concertina wire, or other similar security fencing in any residential district. It would also prohibit installation of a fence on an undeveloped parcel of land. A fence on land used for agricultural purposes is largely exempt from the Town's fencing requirements already, so that would extend to these provisions as well. Currently, the Town limits materials for decorative fences in front yards, but there are no other material requirements. I have attached the proposed amendment, with the language to be removed struck-through and the new language highlighted in yellow.

The Planning Commission reviewed this amendment and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Fencing Materials in Residential Districts May 2026

2.020 Definitions.

FENCE: An artificially constructed barrier of wood, masonry, stone, wire, metal, vinyl, or other manufactured material or combination of materials erected as a boundary, privacy screen, or enclosure.

FENCE, DECORATIVE: A fence constructed of wood, wrought-iron, vinyl, or brick that is no more than three feet tall.

3.180 Fences.

Fences are allowed to be installed on any lot in any district subject to the following limitations:

A. No encroachment on the front yard setback is allowed. In the case of a lot with multiple road frontages, this would include the front yard setback on which the principal structure faces. On any road frontage, which the principal structure does not face, a fence could encroach on the front yard setback provided the provisions of Article III, Section 3.080 are met.

B. Fences and decorative fences are allowed to be located along property lines in the side and rear yards.

C. In no case shall a fence or decorative fence encroach upon a public utility or drainage easement without prior written approval of the Director of Utilities or the Town Engineer, whichever is applicable.

D. Decorative fences are allowed to encroach upon a front yard setback. A decorative fence is a fence constructed of wood, wrought iron, vinyl, or brick which is no more than 3 feet tall. The amount of decorative fence allowed in a front yard is limited to no more than ten horizontal feet per parcel of land constructed in individual portions not exceeding five horizontal feet each. However, no fence or decorative fence is allowed to encroach upon public right-of-way.

E. Barbed wire, chicken wire, razor wire, concertina wire, or other similar security fencing made of metal or other material shall not be allowed within residential zoning districts.

F. Installation of a fence on undeveloped parcels is not allowed.

~~E.~~ G. Any fence on land utilized for agricultural use as defined by this Ordinance is exempt from these provisions other than the prohibition against encroachment on public right-of-way.

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 7.a.4.
Department: Planning

Date: May 12, 2026

Subject:
Consideration of a recommendation from the Planning Commission to call the money held in escrow for Elite Development Partnership for Section I, Phase I of the Rooker's Bend development.

Fiscal Impact:
Unknown at this time. The money is most likely not adequate to cover the costs of the needed repairs and final paving of the streets.

Contract Type:

Contract Term (if applicable):

Background:
The Town has held money in escrow for this project since September 2014. This surety was put in place to cover the final topping of Section I, Phase I of the Rooker's Bend development, which is a 32 lot single family development which is 100% built out. The money held in escrow is in the amount of $29,600.

Summary:
The remaining incomplete items are:

1. Place final topping and striping.
2. Some areas need to be milled.
3. All P.U.D.E. and drainage ditches need to be put on grade per plan.
4. Road bore on Rookers Bend Dr. has buckled the binder.
5. The headwall between lots 16-17 needs to be cleaned.
6. 7674 Knobdate Rd. there is a hole in the binder that buckled from road bore.
7. Silt fabric needs to be removed from catch basins before final inspection.
8. Need to place binder in the cut out between lots 13 & 14.
9. Submit stormwater as-builts verifying elevations of the detention pond.

Staff has received multiple calls from residents within the neighborhood asking when the roads will be completed. Unfortunately, the developer has passed away, and the

Town needs to complete the public infrastructure within the development. The Planning Commission recommended calling the money and any accrued interest held in escrow for Rooker's Bend Section I, Phase I 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. ROOKER'S BEND_SEC1_PH1_FINAL

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C1	89°52'54"	20.00	31.37	28.26	S13°12'50"E
C2	90°00'00"	25.00	39.27	35.36	N76°50'42"E
C3	60°42'18"	50.00	52.98	50.53	S83°27'19"W
C4	75°32'19"	50.00	65.92	61.25	N48°25'22"W
C5	114°03'35"	50.00	99.54	83.90	N46°22'35"E
C6	150°22'53"	23.05	60.50	44.57	S28°12'56"W
C7	19°52'51"	225.00	78.07	77.68	N37°02'06"W
C8	9°47'03"	225.00	38.42	38.38	N22°12'09"W
C9	17°14'48"	175.00	52.68	52.48	S25°56'01"E
C10	41°24'35"	50.00	36.14	35.36	S55°15'43"E
C11	26°02'55"	50.00	22.73	22.54	N62°56'33"W
C12	55°52'44"	50.00	48.76	46.85	N21°58'44"W
C13	49°28'56"	50.00	43.18	41.85	N30°42'06"E
C14	48°59'38"	50.00	42.76	41.46	N79°56'24"E
C15	11°32'13"	50.00	10.07	10.05	S69°47'41"E
C16	54°55'17"	50.00	47.93	46.11	S36°33'56"E
C17	15°57'26"	50.00	13.93	13.88	S01°07'34"E
C18	41°24'35"	50.00	36.14	35.36	N13°51'08"W
C19	6°08'20"	225.00	24.11	24.10	S31°29'15"E
C20	11°06'28"	225.00	43.62	43.55	S22°51'51"E
C21	21°22'24"	175.00	65.28	64.90	N27°59'49"W
C22	109°28'16"	25.00	47.77	40.82	S86°34'51"W
C23	90°00'00"	20.00	31.42	28.28	S14°37'23"E
C24	90°00'00"	20.00	31.42	28.28	S75°22'37"W
C25	90°00'00"	20.00	31.42	28.28	N14°37'23"W
C26	40°47'05"	50.00	35.59	34.84	S09°59'04"W
C27	90°00'00"	20.00	31.42	28.28	N14°37'23"W
C28	89°58'26"	20.00	31.41	28.28	S75°23'24"W
C29	91°20'12"	20.00	31.88	28.61	S13°57'17"E
C30	90°00'00"	20.00	31.42	28.28	N75°22'37"E
C31	90°00'00"	25.00	39.27	35.36	N13°09'18"W
C32	89°54'19"	20.00	31.38	28.26	S76°53'33"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S55°28'34"W	36.12
L2	S34°33'26"E	49.10
L3	S59°16'48"E	28.26
L4	S59°16'48"E	33.34
L5	N59°37'23"W	30.04
L6	N59°37'23"W	28.90
L7	N30°22'37"E	36.86
L8	S79°35'32"W	16.04
L9	N30°22'37"E	5.12
L10	S30°15'18"W	41.03
L11	S30°24'11"W	38.97
L12	S30°24'11"W	34.29
L13	S31°42'50"W	56.18
L14	S31°42'50"W	28.13
L15	S31°44'27"W	51.87
L16	N31°50'42"E	5.28
L17	S31°56'23"W	45.02
L18	S31°43'37"W	44.90
L19	S34°33'26"E	15.00
L20	S34°33'26"E	34.10
L21	S31°44'27"W	24.15

Lot No.	F.E.M.A. 100 Year Flood Elev.	Minimum Bldg. Pad Elev.	Min. Finish Floor Elev. (Slab Const.)	Min. Finish Floor Elev. (Crawl Space Const.)
3–5 7–9 15–17	511.5	512.5	514.5	515.5
18, 52 75–81	–	512.5	514.5	515.5

PLAT NOTES

1. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-351-1111.
2. Underground utilities shown were located using available aboveground evidence, and also from information obtained from the respective utility companies. The existence or non-existence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confermed with the utility owner prior to comencing any work.
3. It is the responsibility of each residential builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the house, from his structure to the drainage system constructed by the subdivision developer.
4. Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
5. Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainageways; including, but not limited to, sanitatary sewers, forcemains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines.
6. Documentation of the Stormwater Notice of Coverage (N.O.C.) for this site must be submitted to the Town of Smyrna prior to any grading or building permit being issued by the Town.
7. There shall be no work performed on the J. Percy Priest Reservoir (U.S. Army Corps of Engineers) property.
8. Utilities shown are as planned and not necessarily installed.
9. There shall be no direct vehicular access to Florence Road from any lots.
10. A Homeowner's Association will be established to maintain the stormwater detention pond and entry monuments.
11. Per the Town of Smyrna, a Development Agreement will be required prior to any construction activity beginning with this section per Smyrna Municipal Code Title 14, Chapter 7.
12. Per the Town of Smyrna, a storm water fee of $1,399.00 must be submitted prior to any construction activity beginning.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public roads, utilities, and other facilities have been filed as required by the Smyrna Municipal Subdivision Regulations.

8-29-14 Date — OWNER

Record Book 1206, Page 1811

OWNER
Elite Development Partnership

CERTIFICATE OF ACCURACY

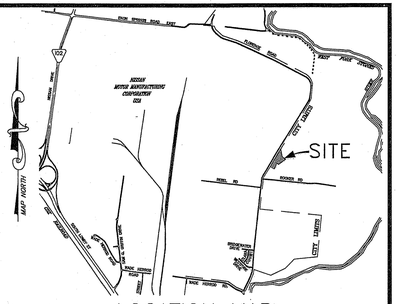
I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Smyrna Tennessee, Municipal Planning Commission and that the monuments have been or will be placed, as shown hereon to the specifications of the city engineer or his authorized representative.

8-29-2014 Date — Richard H. Stem, Jr., R.L.S. Tenn. No. 1627

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Smyrna, Tennessee, Municipal Subdivision Regulations with the exception of such variances, if any, as are noted in the minutes of the planning commission and that it has been approved for recording in the office of the County Register.

9/8/14 Date — SECRETARY, PLANNING COMMISSION



LOCATION MAP
N.T.S.

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS

I hereby certify that the utility systems outlined or indicated on the final subdivision plat entitled Rooker's Bend, Section I, Phase I have been installed in accordance with current local and state government requirements, or bonds posted.

Sewer System
9-2-14 Date — DIRECTOR OF UTILITIES

CERTIFICATE OF THE APPROVAL OR BONDING OF ROADS

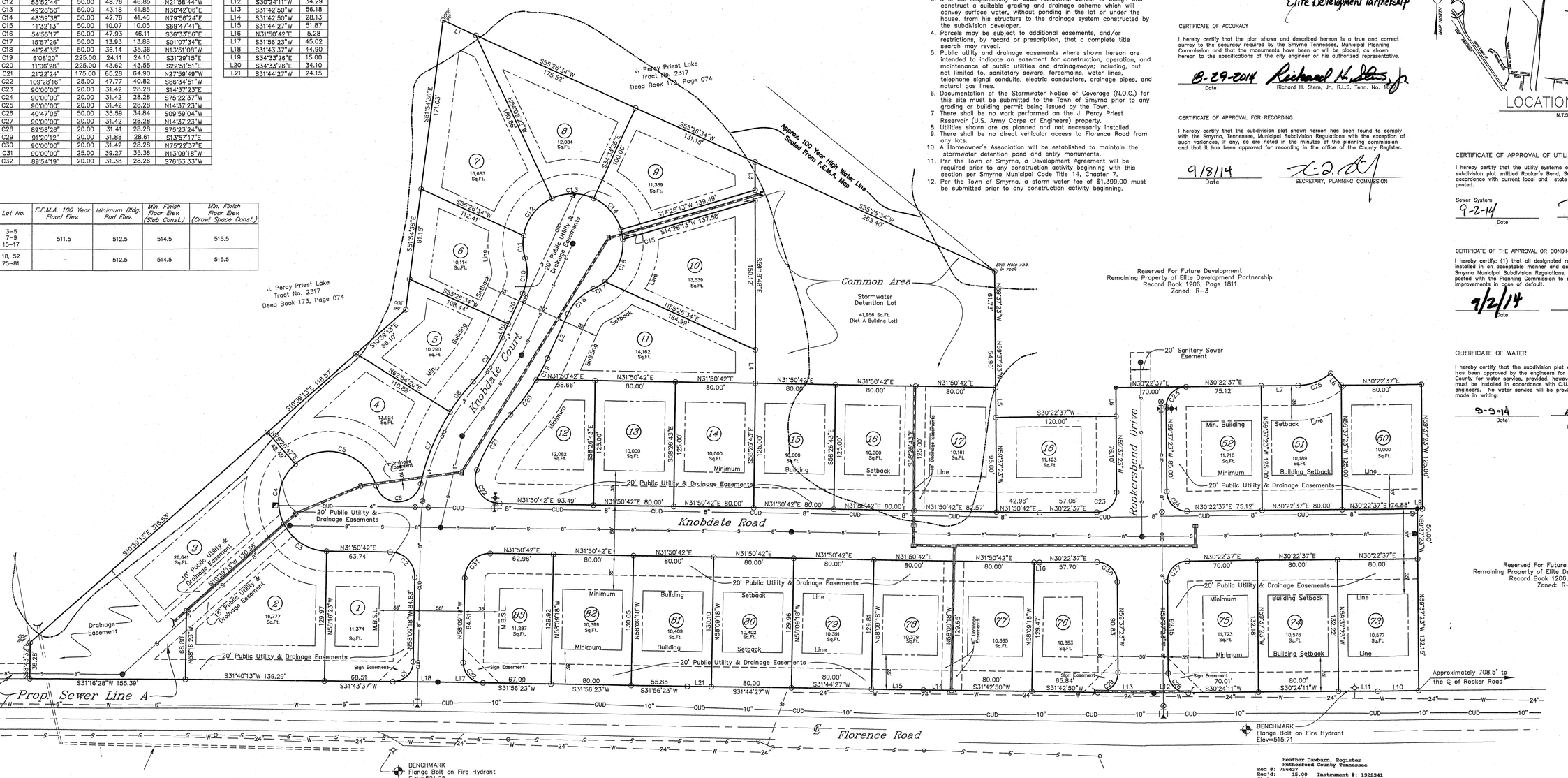
I hereby certify: (1) that all designated roads on this final plat have been installed in an acceptable manner and according to the specifications of the Smyrna Municipal Subdivision Regulations, or (2) that a surety bond has been posted with the Planning Commission to assure completion of all required improvements in case of default.

9/2/14 Date — DIRECTOR OF PUBLIC WORKS

CERTIFICATE OF WATER

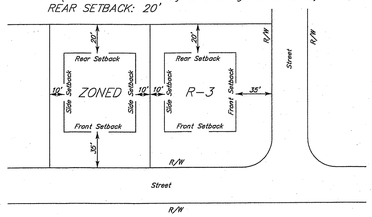
I hereby certify that the subdivision plat entitled Rooker's Bend, Section I, Phase I has been approved by the engineers for Consolidated Utility District of Rutherford County for water service, provided, however, that the lines, valves, and fittings must be installed in accordance with C.U.D. specifications as determined by its engineers. No water service will be provided until that certification has been made in writing.

9-9-14 Date: — MANAGER, CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY



Reserved For Future Development
Remaining Property of Elite Development Partnership
Record Book 1206, Page 1811
Zoned: R-3

ZONED: R-3
FRONT SETBACK: 35'
SIDE SETBACK: 10'
(+5' off Public Utility & Drainage Easements)
REAR SETBACK: 20'



TYPICAL BUILDING SETBACK DETAIL
N.T.S.

LEGEND

- Power Pole
- Existing Fire Hydrant
- Proposed Fire Hydrant
- Reducer
- Proposed Gate Valve
- Concrete Thrust Block
- W — Existing Water Line
- W — Proposed Water Line
- S — Existing Sanitary Sewer Line
- S — Proposed Sanitary Sewer Line
- Existing Manhole
- Proposed Manhole
- Proposed Blowoff Hydrant

11.99± Acres =
32 Residential Lots + 1 Common Area

50' 0 50'

LEGEND FOR MONUMENTS
IPS ○ IRON PIN SET
IPF ○ IRON PIN FND.
○ RAILROAD SPIKE
FENCE
● SURVEY POINT
△ NAIL
■ CONC. MARKER FND.

Lots 1-18, 50-52, 73-83
I hereby certify that this plat has been reviewed and payment received for the Rutherford County Development Tax.
Tax Certificate No. 2116 DAN 9-10-14
RUTHERFORD COUNTY REGIONAL PLANNING COMMISSION

OWNER: Elite Development Partnership
c/o Tim Johnson
ADDRESS: P. O. Box 56
Smyrna, TN 37167

Tax Map 35, Part of Parcel 81.03
Record Book 1206, Page 1811

A PORTION OF THESE PARCELS ARE INCLUDED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY MAP 470169, PANEL NO. 0129-H, ZONES: AE & X, DATED 01-05-07.

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 796437
Rec'd: 15.00 Instrument #: 1922341
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 9/10/2014 at 10:40 AM
Total: 17.00 in
Plat Cabinet 38 Pgs 51-51

I hereby certify that this is a category "I" survey and the ratio of precision of the unadjusted survey is 1:10,000 as shown hereon and that this survey was done in compliance with current Tennessee Minimum Standards of Practice for Land Surveyors.

Richard H. Stem, Jr. 8-29-2014
TENNESSEE NO. 1627

DATE OF RECORDING: September 10, 2014
TIME OF RECORDING: 10:40 a.m.
PLAT BOOK: 38, PAGE: 51.

HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING : 893 – 4084, FAX: 893 – 0080

Final Plat
Rooker's Bend
Section I, Phase I
6th Civil District of Rutherford County, Tennessee

Date: July, 2013 | Scale: 1"=50' | Sheet 1 of 1

CUD
AC 2009

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 7.b.
Department: Finance

Date: May 12, 2026

Subject:
Consideration of an Ordinance adopting the budget for fiscal year 2026-2027.

Fiscal Impact:
The Town of Smyna's financial policy is to maintain an ending General Fund balance of 30% of operating revenues. The proposed budget meets and exceeds this requirement.

Contract Type:

Contract Term (if applicable):

Background:
TCA 6-56-201, known as the Municipal Budget Law of 1982, requires that all local governments adopt and operate under an annual budget ordinance. This ordinance "shall present a financial plan for the ensuing year." Additionally, the Comptroller issues a 60-page budget manual outlining due dates, format, and required supplemental documents.

Summary:
The ordinance and detailed budget for fiscal year 2026-2027 are submitted for consideration. Staff anticipates additional changes to the budget arising from updated projections regarding major revenue, personnel costs, and delayed capital projects. A spreadsheet detailing changes from the Retreat to First Read has been attached.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #26-26
2. FY27 - Changes from Retreat
3. FY27- Budget Document
4. FY27- Use of FY26 Surplus
5. First Read Budget Presenation

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-26

AN ORDINANCE adopting the budget for the fiscal year beginning July 1, 2026 and ending June 30, 2027.

BE IT ORDAINED by the Town Council of the Town of Smyrna that the budget document attached hereto and incorporated herein by reference as if set forth herein at length verbatim be, and it hereby is, adopted and approved by the Town Council and that the amounts set forth therein be, and they hereby are, appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of the Town of Smyrna, Tennessee during the fiscal year beginning July 1, 2026, and ending June 30, 2027.

BE IT FURTHER ORDAINED by the Town Council of the Town of Smyrna that this Ordinance shall take effect from and after its adoption on second and final reading and its provisions shall be enforced from and after July 1, 2026 the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the 12th day of May, 2026.

PASSED on second reading by the Town Council the 9th day of June, 2026.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Budget Ordinance Supplementary Schedules

GENERAL	2024-2025 ACTUAL	2025-2026 ESTIMATED	2026-2027 ADOPTED
REVENUE			
LOCAL TAXES	$ 42,723,192	$ 43,405,008	$ 44,989,500
LICENSES AND PERMITS	2,752,942	2,232,619	2,372,300
INTERGOVERNMENTAL	7,696,558	7,742,647	8,957,500
CHARGES FOR SERVICES	805,037	848,409	801,200
FINES AND FORFEITURES	1,028,157	1,380,596	1,205,500
USES OF MONEY & PROPERTY	3,694,992	3,696,594	3,716,700
OTHER REVENUE	1,315,525	1,048,872	896,000
DEBT PROCEEDS	-	-	-
TRANSFERS IN - FROM OTHER FUNDS	3,341,621	3,477,349	4,382,000
TOTAL REVENUE	**$ 63,358,024**	**$ 63,832,094**	**$ 67,320,700**
APPROPRIATIONS			
LEGISLATIVE	$ 211,820	$ 329,690	$ 315,800
JUDICIAL	293,408	285,030	327,300
GENERAL SESSIONS	563,648	609,290	679,500
TRAFFIC COURT	391,150	476,610	549,300
JUVENILE COURT	-	-	-
PROBATION	284,209	299,040	297,200
INFORMATION SERVICES	1,274,227	1,465,250	1,605,500
PLANNING	1,621,282	1,927,900	2,256,900
PUBLIC WORKS	622,448	685,240	933,400
BUILDING/GROUNDS MAINTENANCE	1,061,609	1,159,730	1,190,400
ADMINISTRATION	2,430,233	2,754,500	3,741,000
FINANCE	1,411,905	1,097,990	1,158,000
TREASURER	550,083	620,600	717,400
HUMAN RESOURCES	820,782	1,001,000	1,181,200
POLICE	16,460,455	18,335,420	19,372,100
FIRE	13,116,352	14,816,610	16,035,000
STREET	690,019	556,030	756,700
VEHICLE MAINTENANCE	579,929	648,090	662,200
CEMETERY	28,633	27,370	30,300
HEALTH, WELFARE & CULTURE	696,746	724,929	977,237
GOLF COURSE	1,761,290	2,044,950	2,090,300
PARKS & RECREATION	5,276,500	5,987,718	6,607,800
EVENT CENTER	1,248,998	1,369,798	1,528,900
TRANSFERS OUT - TO OTHER FUNDS	10,122,432	6,525,190	4,286,400
TOTAL APPROPRIATIONS	**$ 61,518,158**	**$ 63,747,975**	**$ 67,299,837**
SURPLUS (DEFICIT)	$ 1,839,866	$ 84,119	$ 20,863
BEGINNING FUND BALANCE	$ 32,895,648	$ 34,735,514	$ 34,819,633
ENDING FUND BALANCE	$ 34,735,514	$ 34,819,633	$ 34,840,496
ENDING FUND BALANCE AS % OF APPROPRIATIONS	56%	55%	52%

STATE STREET AID	2024-2025 ACTUAL	2025-2026 ESTIMATED	2026-2027 ADOPTED
REVENUE			
STATE GAS & MOTOR FUEL TAX	$ 1,862,227	$ 1,845,000	$ 1,850,000
MISCELLANEOUS	$ 57,676	$ 112,439	$ 93,000
TOTAL REVENUE	**$ 1,919,903**	**$ 1,957,439**	**$ 1,943,000**
APPROPRIATIONS			
ROAD IMPROVEMENTS	$ 1,935,476	$ 1,881,430	$ 2,180,000
TRANSFERS OUT - OTHER FUNDS	$ 40,000	$ -	$ -
TOTAL APPROPRIATIONS	**$ 1,975,476**	**$ 1,881,430**	**$ 2,180,000**
SURPLUS (DEFICIT)	$ (55,573)	$ 76,009	$ (237,000)
BEGINNING FUND BALANCE	$ 708,054	$ 652,481	$ 728,490
ENDING FUND BALANCE	$ 652,481	$ 728,490	$ 491,490
ENDING FUND BALANCE AS % OF APPROPRIATIONS	33%	39%	23%

DRUG	2024-2025 ACTUAL	2025-2026 ESTIMATED	2026-2027 ADOPTED
REVENUE			
FINES & FORFEITURES	$ 19,931	$ 27,907	$ 30,000
OTHER	$ 24,550	$ 19,186	$ 15,000
TOTAL REVENUE	**$ 44,481**	**$ 47,093**	**$ 45,000**
APPROPRIATIONS			
DRUG FUND EXPENDITURES	$ 42,792	$ 467,890	$ 42,800
TOTAL APPROPRIATIONS	**$ 42,792**	**$ 467,890**	**$ 42,800**
SURPLUS (DEFICIT)	$ 1,689	$ (420,797)	$ 2,200
BEGINNING FUND BALANCE	$ 541,349	$ 543,038	$ 122,241
ENDING FUND BALANCE	$ 543,038	$ 122,241	$ 124,441
ENDING FUND BALANCE AS % OF APPROPRIATIONS	1269%	26%	291%

IMPACT FEE	2024-2025 ACTUAL	2025-2026 ESTIMATED	2026-2027 ADOPTED
REVENUE			
IMPACT FEES	$ 4,621,645	$ 3,869,594	$ 3,935,500
OTHER	$ 191,766	$ 150,000	$ 150,000
TOTAL REVENUE	**$ 4,813,411**	**$ 4,019,594**	**$ 4,085,500**
APPROPRIATIONS			
TRANSFERS OUT - OTHER FUNDS	$ 5,339,428	$ 5,163,620	$ 4,361,450
TOTAL APPROPRIATIONS	**$ 5,339,428**	**$ 5,163,620**	**$ 4,361,450**
SURPLUS (DEFICIT)	$ (526,017)	$ (1,144,026)	$ (275,950)
BEGINNING FUND BALANCE	$ 7,903,788	$ 7,377,771	$ 6,233,745
ENDING FUND BALANCE	$ 7,377,771	$ 6,233,745	$ 5,957,795
ENDING FUND BALANCE AS % OF APPROPRIATIONS	138%	121%	137%

STORMWATER	2024-2025 ACTUAL	2025-2026 ESTIMATED	2026-2027 ADOPTED
REVENUE			
CHARGES FOR SERVICE	$ 1,936,512	$ 1,994,292	$ 2,650,000
FEES & PENALTIES	$ 93,046	$ 105,137	$ 90,000
INTERGOVERNMENTAL	$ 122,685	$ 155,378	$ 112,000
OTHER	$ 36,852	$ 29,499	$ 30,000
TOTAL REVENUE	**$ 2,189,095**	**$ 2,284,306**	**$ 2,882,000**
APPROPRIATIONS			
STORMWATER DEPT	$ 1,514,735	$ 1,738,897	$ 1,919,400
TRANSFERS OUT - OTHER FUNDS	$ 1,261,439	$ 1,023,121	$ 1,198,500
TOTAL APPROPRIATIONS	**$ 2,776,174**	**$ 2,762,018**	**$ 3,117,900**
SURPLUS (DEFICIT)	$ (587,079)	$ (477,712)	$ (235,900)
BEGINNING FUND BALANCE	$ 2,176,299	$ 1,589,220	$ 1,111,508
ENDING FUND BALANCE	$ 1,589,220	$ 1,111,508	$ 875,608
ENDING FUND BALANCE AS % OF APPROPRIATIONS	57%	40%	28%

INSURANCE	2024-2025 ACTUAL	2025-2026 ESTIMATED	2026-2027 ADOPTED
REVENUE			
PREMIUMS RECEIVED	$ 11,925,213	$ 15,015,000	$ 14,570,100
REIMBURSEMENTS	$ 1,500,870	$ 1,288,000	$ 790,000
OTHER	$ 744,849	$ 600,000	$ 545,000
TOTAL REVENUE	**$ 14,170,932**	**$ 16,903,000**	**$ 15,905,100**
APPROPRIATIONS			
CLAIMS PAID	$ 11,336,533	$ 10,808,400	$ 11,270,000
PREMIUMS PAID	$ 640,557	$ 1,461,000	$ 1,270,100
STOP LOSS	$ 2,055,644	$ 2,075,400	$ 2,100,000
HEALTH SAVINGS ACCOUNT	$ 715,667	$ 745,200	$ 800,000
HEALTH CARE ACT	$ 3,481	$ 3,900	$ 4,000
MISCELLANEOUS	$ 233,361	$ 215,400	$ 247,500
TOTAL APPROPRIATIONS	**$ 14,985,243**	**$ 15,309,300**	**$ 15,691,600**
SURPLUS (DEFICIT)	$ (814,311)	$ 1,593,700	$ 213,500
BEGINNING FUND BALANCE	$ 2,544,287	$ 1,729,976	$ 3,323,676
ENDING FUND BALANCE	$ 1,729,976	$ 3,323,676	$ 3,537,176
ENDING FUND BALANCE AS % OF APPROPRIATIONS	12%	22%	23%

DEBT SERVICE	2024-2025 ACTUAL	2025-2026 ESTIMATED	2026-2027 ADOPTED
REVENUE			
TRANSFERS IN - FROM OTHER FUNDS	$ 1,565,840	$ 1,335,350	$ 1,335,350
INTEREST INCOME	$ 41,711	$ 39,307	$ 39,307
PRINCIPLE INCOME	$ -	$ 95,000	$ 95,000
TOTAL REVENUE	**$ 1,607,551**	**$ 1,469,657**	**$ 1,469,657**
APPROPRIATIONS			
PRINCIPAL	$ 1,087,400	$ 1,121,266	$ 895,000
INTEREST	$ 615,253	$ 574,931	$ 572,657
FEES & ASSOCIATED COSTS	$ 700	$ 2,000	$ 2,000
TOTAL APPROPRIATIONS	**$ 1,703,353**	**$ 1,698,197**	**$ 1,469,657**
SURPLUS (DEFICIT)	$ (95,802)	$ (228,540)	$ -
BEGINNING FUND BALANCE	$ 1,110,628	$ 1,014,826	$ 786,286
ENDING FUND BALANCE	$ 1,014,826	$ 786,286	$ 786,286
ENDING FUND BALANCE AS % OF APPROPRIATIONS	60%	46%	54%

CAPITAL PROJECTS		2024-2025 ACTUAL		2025-2026 ESTIMATED		2026-2027 ADOPTED
REVENUE						
GRANTS	$	2,239,011	$	3,365,630	$	2,768,300
TRANSFERS IN - FROM OTHER FUNDS	$	14,902,920	$	11,489,660	$	8,142,500
DEBT PROCEEDS	$	-	$	-	$	-
OTHER	$	664,405	$	-	$	400,000
TOTAL REVENUE	**$**	**17,806,336**	**$**	**14,855,290**	**$**	**11,310,800**
APPROPRIATIONS						
LEGISLATIVE	$	-	$	-	$	-
JUDICIAL/COURTS	$	-	$	228,600	$	49,000
PROBATION	$	-	$	47,700	$	-
INFORMATION SERVICES	$	647,575	$	751,700	$	1,022,400
PLANNING & CODES	$	225,513	$	179,100	$	305,400
PUBLIC WORKS	$	82,983	$	85,700	$	134,200
BUILDING & GROUNDS	$	124,671	$	159,000	$	91,500
ADMINISTRATION	$	20,591	$	201,200	$	-
FINANCE	$	19,420	$	-	$	-
TREASURER	$	2,772	$	-	$	-
HUMAN RESOURCES	$	-	$	50,000	$	-
POLICE	$	1,634,016	$	1,496,900	$	2,006,300
FIRE	$	5,992,043	$	4,354,900	$	4,047,000
STREET	$	9,381,548	$	8,685,300	$	6,549,000
VEHICLE MAINTENANCE	$	83,910	$	-	$	10,000
STORM WATER	$	977,322	$	710,500	$	809,000
GOLF COURSE	$	88,879	$	125,000	$	297,700
PARKS	$	3,468,849	$	1,548,600	$	4,513,600
EVENT CENTER	$	125,052	$	216,200	$	-
TRANSFERS OUT - TO OTHER FUNDS	$	-	$	-	$	-
TOTAL APPROPRIATIONS	**$**	**22,875,144**	**$**	**18,840,400**	**$**	**19,835,100**
SURPLUS (DEFICIT)	$	(5,068,808)	$	(3,985,110)	$	(8,524,300)
BEGINNING FUND BALANCE	$	38,673,770	$	33,604,962	$	29,619,852
ENDING FUND BALANCE	$	33,604,962	$	29,619,852	$	21,095,552
ENDING FUND BALANCE AS % OF APPROPRIATIONS		147%		157%		106%

WATER & WASTE WATER		2024-2025 ACTUAL		2025-2026 ESTIMATED		2026-2027 ADOPTED
OPERATING REVENUE						
WATER SERVICES	$	13,728,266	$	13,695,610	$	14,111,500
SEWER SERVICES	$	15,043,573	$	16,087,492	$	16,591,800
PENALTIES	$	470,904	$	476,517	$	415,000
LESS: BAD DEBT EXPENSE	$	(50,372)	$	(51,050)	$	-
OTHER	$	58,465	$	57,119	$	25,200
TOTAL OPERATING REVENUE	**$**	**29,250,836**	**$**	**30,265,688**	**$**	**31,143,500**
OPERATING EXPENSES						
WATER DEPARTMENT	$	11,088,120	$	11,507,730	$	12,164,600
WASTE WATER DEPARTMENT	$	12,100,293	$	11,276,410	$	11,515,200
WATER & SEWER MAINTENANCE DEPARTMENT	$	4,544,224	$	5,605,932	$	6,193,400
TOTAL OPERATING EXPENSES	**$**	**27,732,637**	**$**	**28,390,072**	**$**	**29,873,200**
OPERATING INCOME (LOSS)	**$**	**1,518,199**	**$**	**1,875,616**	**$**	**1,270,300**
NON-OPERATING REVENUES / (EXPENSES)						
INTEREST INCOME	$	753,542	$	850,000	$	700,000
DEBT SERVICE - INTEREST	$	(714,862)	$	(625,317)	$	(625,887)
GRANT REVENUE	$	2,043,413	$	-	$	-
SALE OF CAPITAL ASSETS	$	1,924	$	-	$	10,000
NON OPERATING REVENUES / (EXPENSES)	**$**	**2,084,017**	**$**	**224,683**	**$**	**84,113**
INCOME BEFORE CONTRIBUTIONS & TRANSFERS	**$**	**3,602,216**	**$**	**2,100,299**	**$**	**1,354,413**
CONTRIBUTIONS & TRANSFERS						
SRL LOAN FORGIVENESS	$	-	$	-	$	-
TAP FEES	$	4,459,334	$	4,185,935	$	5,285,600
CONTRIBUTED LINES	$	12,273,035	$	7,500,000	$	15,000,000
TRANSFERS OUT - TO OTHER FUNDS	$	(628,135)	$	(596,631)	$	(633,300)
TOTAL CONTRIBUTIONS & TRANSFERS	**$**	**16,104,234**	**$**	**11,089,304**	**$**	**19,652,300**
CHANGE IN NET POSITION	**$**	**19,706,450**	**$**	**13,189,603**	**$**	**21,006,713**
BEGINNING NET POSITION	$	204,997,916	$	224,704,366	$	237,893,969
ENDING NET POSITION	$	224,704,366	$	237,893,969	$	258,900,682

NATURAL GAS		2024-2025 ACTUAL		2025-2026 ESTIMATED		2026-2027 ADOPTED
OPERATING REVENUE						
GAS SERVICES	$	15,707,133	$	18,900,000	$	19,600,000
PENALTIES	$	141,046	$	146,191	$	120,000
LESS: BAD DEBT EXPENSE	$	(62,646)	$	(5,000)	$	-
OTHER	$	128,828	$	128,448	$	81,500
TOTAL OPERATING REVENUE	**$**	**15,914,361**	**$**	**19,169,639**	**$**	**19,801,500**
OPERATING EXPENSES						
GAS DEPARTMENT	$	4,589,443	$	5,359,832	$	5,982,000
GAS PURCHASES	$	11,551,364	$	11,579,390	$	11,800,000
TOTAL OPERATING EXPENSES	**$**	**16,140,807**	**$**	**16,939,222**	**$**	**17,782,000**
OPERATING INCOME (LOSS)	**$**	**(226,446)**	**$**	**2,230,417**	**$**	**2,019,500**
NON-OPERATING REVENUES / (EXPENSES)						
INTEREST INCOME	$	138,365	$	127,304	$	120,000
GRANT REVENUE	$	-	$	-	$	-
SALE OF CAPITAL ASSETS	$	-	$	6,986	$	4,000
NON OPERATING REVENUES / (EXPENSES)	**$**	**138,365**	**$**	**134,290**	**$**	**124,000**
INCOME BEFORE CONTRIBUTIONS & TRANSFERS	**$**	**(88,081)**	**$**	**2,364,707**	**$**	**2,143,500**
CONTRIBUTIONS & TRANSFERS						
TAP FEES	$	415,320	$	377,679	$	330,000
TRANSFERS OUT - TO OTHER FUNDS	$	(211,344)	$	(225,783)	$	(233,300)
TOTAL CONTRIBUTIONS & TRANSFERS	**$**	**203,976**	**$**	**151,896**	**$**	**96,700**
CHANGE IN NET POSITION	**$**	**115,895**	**$**	**2,516,603**	**$**	**2,240,200**
BEGINNING NET POSITION	$	26,378,792	$	26,494,687	$	29,011,290
ENDING NET POSITION	$	26,494,687	$	29,011,290	$	31,251,490

FUND		2025-2026 ESTIMATED
FUND BALANCE:	GENERAL FUND	$ 34,819,633
FUND BALANCE:	STATE STREET AID FUND	$ 728,490
FUND BALANCE:	DRUG FUND	$ 122,241
FUND BALANCE:	IMPACT FEE FUND	$ 6,233,745
FUND BALANCE:	STORM WATER FUND	$ 1,111,508
FUND BALANCE:	INSURANCE FUND	$ 3,323,676
FUND BALANCE:	DEBT SERVICE	$ 786,286
FUND BALANCE:	CAPITAL PROJECTS	$ 29,619,852
NET POSITION:	WATER & SEWER FUND	$ 237,893,969
NET POSITION:	NATURAL GAS FUND	$ 29,011,290

TYPE OF DEBT	DEBT AUTHORIZED & UNISSUED	PRINCIPLE OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT
		JUNE 30, 2026	FY 2027	FY 2027
BONDS				
GENERAL OBLIGATION	$ -	$ 15,525,000	$ 895,000	$ 572,656
ENTERPRISE FUNDS	$ -	$ 1,380,000	$ 1,380,000	$ 69,000
LOAN AGREEMENTS				
GENERAL FUND	$ -	$ -	$ -	$ -
ENTERPRISE FUNDS	$ -	$ 42,707,813	$ 1,656,683	$ 379,298
NOTES				
GENERAL FUND	$ -	$ -	$ -	$ -
ENTERPRISE FUNDS	$ -	$ -	$ -	$ -
CAPITAL LEASES				
GENERAL FUND	$ -	$ -	$ -	$ -
ENTERPRISE FUNDS	$ -	$ -	$ -	$ -

PROPOSED CAPITAL PROJECTS FY2027	FINANCED BY APPROPRIATIONS	FINANCED BY GRANTS	FINANCED BY DEBT	FINANCED BY IMPACT FEES	TOTAL CAPITAL PROJECTS
EQUIPMENT	$ 5,990,100	$ 34,300	$ -	$ 1,213,100	$ 7,237,500
ADA IMPROVEMENTS	$ 55,000	$ -	$ -	$ -	$ 55,000
BUILDING IMPROVEMENTS	$ 201,700	$ -	$ -	$ 300,000	$ 501,700
TECHNOLOGY	$ 1,102,800	$ 57,000	$ -	$ -	$ 1,159,800
PARK IMPROVEMENTS	$ 3,917,000	$ 26,800	$ -	$ 550,000	$ 4,493,800
STORMWATER IMPROVEMENTS	$ 200,000	$ -	$ -	$ -	$ 200,000
STREET IMPROVEMENTS	$ 2,923,800	$ 2,650,200	$ -	$ 965,000	$ 6,539,000
W/S IMPROVEMENTS	$ 350,000	$ -	$ 3,000,000	$ -	$ 3,350,000
WWTP IMPROVEMENTS	$ 189,800	$ -	$ -	$ -	$ 189,800
W/S MAINT IMPROVEMENTS	$ 5,649,000	$ -	$ 5,000,000	$ -	$ 10,649,000
NATURAL GAS IMPROVEMENTS	$ 2,128,000	$ -	$ -	$ -	$ 2,128,000
TOTAL	$ 22,707,200	$ 2,768,300	$ 8,000,000	$ 3,028,100	**$ 36,503,600**

FY27 BUDGET CHANGES

FROM RETREAT TO FIRST READ

GENERAL FUND	EXPLANATION	EFFECT	AMOUNT	CHANGE IN FUND BAL	VERSION
				$ 13,163	RETREAT
REVENUES					
Electric Permits	Update estimate	Increase	10,000		
State Sports Betting Revenue	Update estimate	Increase	10,000		
Corporate Excise Tax	Update estimate	Increase	20,000		
		TOTAL	$ 40,000	Increase to Revenue	
EXPENSES					
Public Works - Personnel	Add Back - Project Coord. 7/1/26 Start	Increase	119,900		
Police - Personnel	Add Back - Five New Officers. 7/1/26 Start	Increase	522,700		
Police - Personnel	Add Back - New Lieutenant from 1/1 Start to 7/1	Increase	73,500		
Traffic - Personnel	Add Back - Traffic Deputy Clerk. 1/1/26 Start	Increase	41,100		
All Personnel	Add Back - Change 2% market adjust. to 2.5%	Increase	194,700		
Traffic - Trans to Capital	Fund Traffic Deputy Clerk Equip	Increase	10,000		
Streets - Trans to Capital	Funding Shift	Decrease	(898,800)		
Police - Trans to Capital	Funding Shift	Decrease	(19,800)		
Public Works - Trans to Capital	Funding Shift	Decrease	(11,000)		
		TOTAL	$ 32,300	Increase to Expenses	
	NET CHANGE TO FUND BALANCE		**$ 7,700**	$ 20,863	1st READ

FY27 BUDGET CHANGES

FROM RETREAT TO FIRST READ

IMPACT FEE FUND	EXPLANATION	EFFECT	AMOUNT	CHANGE IN FUND BAL	VERSION
				$ 249,950	RETREAT
REVENUES					
No Change					
		TOTAL	$ -		
EXPENSES					
Trans to Capital - Street	Fund Industrial Drive Access	Increase	120,000		
Trans to Capital - Public Safety	Fund Cars for 5 New Officers	Increase	405,900		
		TOTAL	$ 525,900	Increase to Expenses	
		NET CHANGE TO FUND BALANCE	**$ (525,900)**	$ (275,950)	1st READ

STORM WATER	EXPLANATION	EFFECT	AMOUNT	CHANGE IN FUND BAL	VERSION
				$ (230,500)	RETREAT
REVENUES					
No Change					
		TOTAL	$ -		
EXPENSES					
Payroll Accounts	Add Back - Change 2% market adjust. to 2.5%	Increase	$ 5,400		
		TOTAL	$ 5,400	Increase to Expenses	
		NET CHANGE TO FUND BALANCE	**$ (5,400)**	$ (235,900)	1st READ

FY27 BUDGET CHANGES

FROM RETREAT TO FIRST READ

CAPITAL PROJECTS FUND	EXPLANATION	EFFECT	AMOUNT	CHANGE IN FUND BAL	VERSION
				$ (8,007,800)	RETREAT
REVENUES					
Transfer from Gen Fund	Shift funding to use FY26 surplus	Decrease	(919,600)		
Transfer from Impact Fund	Industrial Drive & 5 New Police Cars	Increase	525,900		
		TOTAL	$ (393,700)	Decrease to Revenue	
EXPENSES					
Parks - Cedar Stone	Shift Timeline (Option 2)	Decrease	(1,025,000)		
Golf - Cart Paths	Add Back - Repaving	Increase	125,000		
Golf - ADA Bathrooms	Add Back - Renovation	Increase	35,000		
Parks - Tractor	Add Back - Tractor	Increase	55,100		
Police - Officer Equip	Add Back - Equip for 5 New Officers	Increase	98,800		
Police - Vehicles	Add Back - Vehicles for 5 New Officers	Increase	405,900		
Pub Wks - Personnel Equip	Add Back - Equip for New Project Coord.	Increase	8,000		
Pub Wks - Vehicles	Add Back - Truck for New Project Coord.	Increase	40,000		
Streets - Industrial Drive Access	Add Back - Industrial Drive Improvements	Increase	120,000		
Streets - Road Resurfacing	Add Back - Additional Paving Funds	Increase	250,000		
Traffic - Personnel Equip	Add Back - Equip for Deputy Clerk	Increase	10,000		
		TOTAL	$ 122,800	Increase to Expenses	
		NET CHANGE TO FUND BALANCE	**$ (516,500)**	$ (8,524,300)	1st READ

FY27 BUDGET CHANGES

FROM RETREAT TO FIRST READ

WATER & SEWER FUND	EXPLANATION	EFFECT	AMOUNT	CHANGE IN FUND BAL	VERSION
				$ 21,032,513	RETREAT
REVENUES					
No Change			-		
		TOTAL	$ -		
EXPENSES					
Payroll Accounts	Add Back - Change 2% market adjust. to 2.5%	Increase	$ 25,800		
		TOTAL	$ 25,800	Increase to Expenses	
		NET CHANGE TO FUND BALANCE	**$ (25,800)**	$ 21,006,713	1st READ

NATURAL GAS FUND	EXPLANATION	EFFECT	AMOUNT		
				$ (662,500)	RETREAT
REVENUES					
Gas Residential	Increase Estimate	Increase	600,000		
Gas Commercial	Increase Estimate	Increase	621,000		
Gas Industrial	Increase Estimate	Increase	1,600,000		
		TOTAL	$ 2,821,000	Increase to Revenue	
EXPENSES					
Payroll Accounts	Add Back - Change 2% market adjust. to 2.5%	Increase	$ 8,700		
Compensated Absences	Update Budget Estimate	Decrease	$ (79,100)		
Contractual Services	Reduce Estimate	Decrease	$ (11,300)		
		TOTAL	$ (81,700)	Decrease to Expenses	
		NET CHANGE TO FUND BALANCE	**$ 2,902,700**	$ 2,240,200	1st READ

TOWN OF SMYRNA
T E N N E S S E E



DRAFT

FISCAL YEAR 2026 - 2027

ANNUAL BUDGET

AND

FIVE YEAR CAPITAL

IMPROVEMENTS PLAN

TOWN COUNCIL

MARY ESTHER REED - MAYOR

MARC ADKINS - VICE-MAYOR

H. G. COLE

JEROME DEMPSEY

GERRY SHORT

RACQUEL PEEBLES

STEVE SULLIVAN

MANAGEMENT STAFF

DAVID SANTUCCI
TOWN MANAGER

JEFF PEACH
TOWN ATTORNEY

SIERRA LOWRY
FINANCE DIRECTOR

TODD SPEARMAN
ASSISTANT TOWN MANAGER

JASON IRVIN
POLICE CHIEF

JEFF CRAIG
DIRECTOR OF HUMAN RESOURCES

BRIAN GOSS
FIRE CHIEF

TOM ROSE
DIRECTOR OF PUBLIC WORKS

SCOTT MERRITT
DIRECTOR OF GOLF

MIKE MOSS
DIRECTOR OF PARKS

MICHAEL STRANGE
DIRECTOR OF UTILITIES

BRITTANY STEVENS
JUDGE

PETE JOHNSON
MANAGER OF BUILDING & GROUNDS

LISA BREWER
COURT CLERK

CARL WILSON
MANAGER OF INFORMATION SERVICES

HEATHER KENT
PUBLIC INFORMATION OFFICER

NATE STULTS
MASTER CHEF & EVENT CENTER MGR

KEVIN RELFORD
MANAGER OF WATER PLANT

KEVIN RIGSBY
TOWN PLANNER

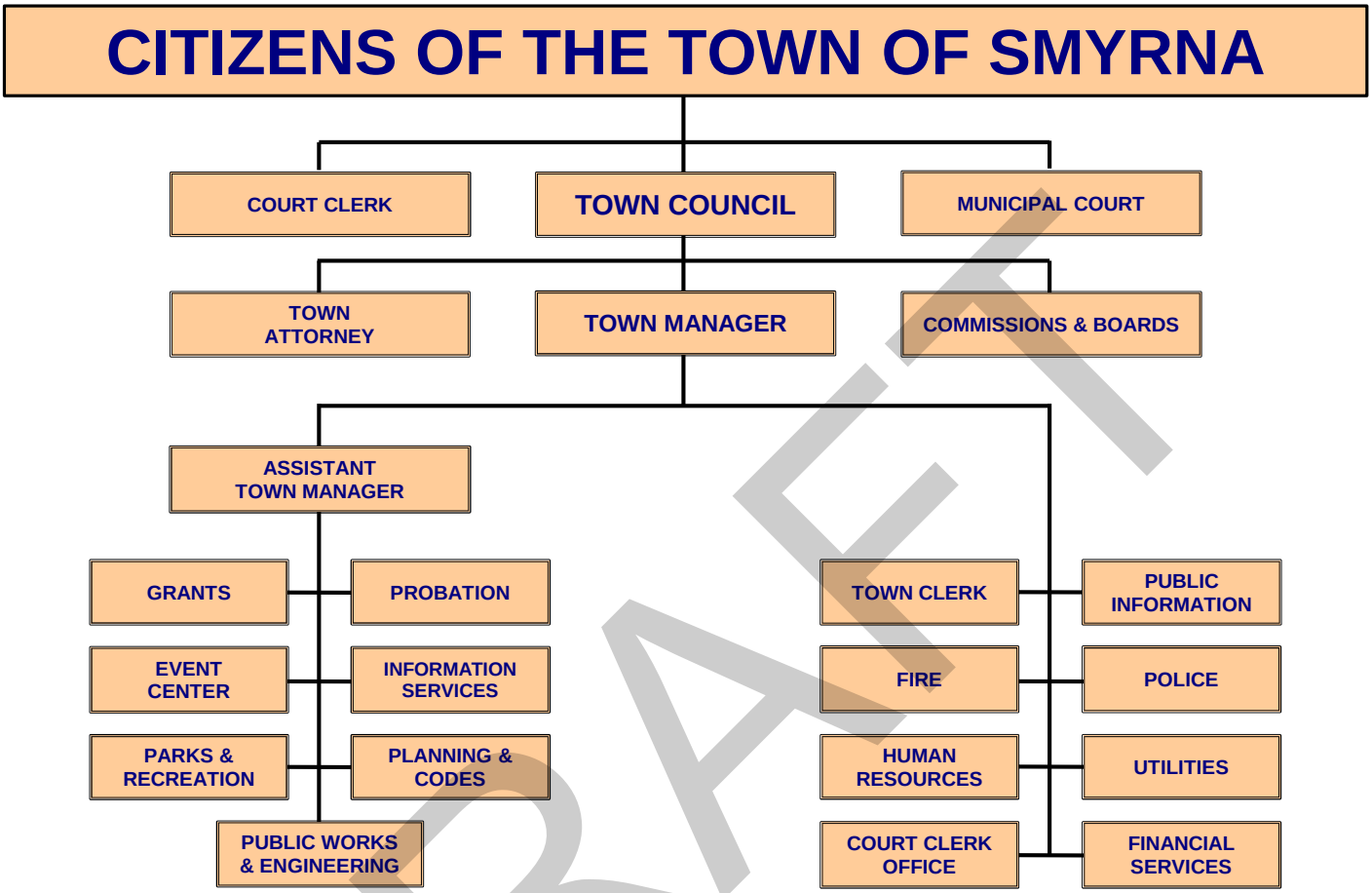
LELAND NOBLE
MANAGER OF WASTE WATER PLANT

KRISTI WORRELL
BUILDING OFFICIAL

AMBER HOBBS
TOWN CLERK

DRAFT

ORGANIZATIONAL CHART



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ALL FUNDS SUMMARY

GENERAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PROPERTY TAX	13,979,964	15,617,309	15,750,000	15,443,197	16,350,000	16,350,000	16,350,000
OTHER LOCAL REVENUE	29,303,756	30,698,304	31,412,660	31,016,844	31,813,400	31,878,400	31,878,400
STATE REVENUE	7,400,268	7,661,102	7,884,500	7,710,942	8,952,000	8,952,000	8,952,000
FEDERAL REVENUE	56,399	108,317	9,500	36,855	9,500	9,500	9,500
OTHER REVENUE	8,529,368	9,272,992	8,720,935	9,624,256	9,942,800	10,130,800	10,130,800
GENERAL FUND REVENUES	**59,269,755**	**63,358,024**	**63,777,595**	**63,832,094**	**67,067,700**	**67,320,700**	**67,320,700**
TOTAL GENERAL FUND REVENUES	**59,269,755**	**63,358,024**	**63,777,595**	**63,832,094**	**67,067,700**	**67,320,700**	**67,320,700**
LEGISLATIVE	208,081	211,820	331,900	329,690	315,800	315,800	315,800
JUDICIAL	385,808	293,408	297,800	285,030	315,300	327,300	327,300
GENERAL SESSIONS	521,412	563,648	620,900	609,290	679,900	679,500	679,500
TRAFFIC COURT	238,824	391,150	469,100	476,610	533,800	549,300	549,300
PROBATION	237,469	284,209	326,000	299,040	297,200	297,200	297,200
INFORMATION SERVICES	1,082,475	1,274,227	1,526,700	1,465,250	1,605,500	1,605,500	1,605,500
PLANNING	1,505,338	1,621,282	2,052,600	1,927,900	2,256,900	2,256,900	2,256,900
PUBLIC WORKS	539,585	622,448	706,200	685,240	933,400	933,400	933,400
BUILDING/GROUNDS MAINTENANCE	910,359	1,061,609	1,144,300	1,159,730	1,190,400	1,190,400	1,190,400
ADMINISTRATION	2,287,710	2,430,233	3,375,800	2,754,500	4,223,600	3,741,000	3,741,000
FINANCE	1,242,225	1,411,905	1,271,300	1,097,990	1,133,000	1,158,000	1,158,000
TREASURER	481,919	550,083	626,600	620,600	717,400	717,400	717,400
HUMAN RESOURCES	737,400	820,782	1,082,300	1,001,000	1,185,300	1,181,200	1,181,200
POLICE	14,305,839	16,460,455	18,229,900	18,335,420	19,367,100	19,372,100	19,372,100
FIRE	11,740,132	13,116,352	14,303,500	14,816,610	16,058,200	16,035,000	16,035,000
STREET	503,176	690,019	664,200	556,030	757,200	756,700	756,700
VEHICLE MAINTENANCE	538,509	579,929	689,900	648,090	662,200	662,200	662,200
CEMETERY	25,191	28,633	31,100	27,370	30,300	30,300	30,300
HEALTH, WELFARE & CULTURE	696,363	696,746	724,929	724,929	1,196,882	977,237	977,237
GOLF COURSE	1,634,516	1,761,290	2,087,100	2,044,950	2,091,300	2,090,300	2,090,300
PARKS & RECREATION	4,875,804	5,276,500	6,408,000	5,987,718	6,683,300	6,607,800	6,607,800
EVENT CENTER	1,127,730	1,248,998	1,586,200	1,369,798	1,528,600	1,528,900	1,528,900
GENERAL FUND EXPENDITURES	**45,825,865**	**51,395,726**	**58,556,329**	**57,222,785**	**63,762,582**	**63,013,437**	**63,013,437**
TRANSFER TO CAPITAL PROJECTS	11,563,021	9,893,192	5,191,500	6,523,190	4,284,400	4,284,400	4,284,400
TRANSFER TO DEBT SERVICE	1,226,092	229,240	2,000	2,000	2,000	2,000	2,000
TOTAL GENERAL FUND EXPENDITURES	**58,614,978**	**61,518,158**	**63,749,829**	**63,747,975**	**68,048,982**	**67,299,837**	**67,299,837**
SURPLUS (DEFICIT)	654,777	1,839,866	27,766	84,119	(981,282)	20,863	20,863
BEGINNING FUND BALANCE	32,240,871	32,895,648	34,735,514	34,735,514	34,819,633	34,819,633	34,819,633
ENDING FUND BALANCE	**32,895,648**	**34,735,514**	**34,763,280**	**34,819,633**	**33,838,351**	**34,840,496**	**34,840,496**

STATE STREET AID	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
STATE STREET AID REVENUES	2,019,286	1,919,903	1,947,000	1,957,439	2,023,000	1,943,000	1,943,000
STATE STREET AID OPER. EXPENDITURES	1,753,102	1,935,476	2,005,000	1,881,430	1,980,000	2,180,000	2,180,000
OPERATING INCOME (LOSS)	**266,184**	**(15,573)**	**(58,000)**	**76,009**	**43,000**	**(237,000)**	**(237,000)**
TRANSFER TO CAPITAL PROJECTS	-	40,000	-	-	-	-	-
TOTAL STATE STREET AID EXPENDITURES	**1,753,102**	**1,975,476**	**2,005,000**	**1,881,430**	**1,980,000**	**2,180,000**	**2,180,000**
SURPLUS (DEFICIT)	266,184	(55,573)	(58,000)	76,009	43,000	(237,000)	(237,000)
BEGINNING FUND BALANCE	441,870	708,054	652,481	652,481	728,490	728,490	728,490
ENDING FUND BALANCE	**708,054**	**652,481**	**594,481**	**728,490**	**771,490**	**491,490**	**491,490**

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ALL FUNDS SUMMARY

DRUG	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
DRUG FUND REVENUES	71,689	44,481	70,000	47,093	45,000	45,000	45,000
DRUG FUND EXPENDITURES	30,925	42,792	31,300	39,690	21,800	21,800	21,800
OPERATING INCOME (LOSS)	**40,764**	**1,689**	**38,700**	**7,403**	**23,200**	**23,200**	**23,200**
TRANSFER TO CAPITAL PROJECTS	-	-	443,700	428,200	21,000	21,000	21,000
TOTAL DRUG FUND EXPENDITURES	**30,925**	**42,792**	**475,000**	**467,890**	**42,800**	**42,800**	**42,800**
SURPLUS (DEFICIT)	40,764	1,689	(405,000)	(420,797)	2,200	2,200	2,200
BEGINNING FUND BALANCE	500,585	541,349	543,038	543,038	122,241	122,241	122,241
ENDING FUND BALANCE	**541,349**	**543,038**	**138,038**	**122,241**	**124,441**	**124,441**	**124,441**

IMPACT FEE	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
IMPACT FEE REVENUES	5,217,398	4,813,411	4,960,000	4,019,594	4,085,500	4,085,500	4,085,500
IMPACT FEE EXPENDITURES	3,646,564	5,339,428	5,670,050	5,163,620	4,361,450	4,361,450	4,361,450
SURPLUS (DEFICIT)	1,570,834	(526,017)	(710,050)	(1,144,026)	(275,950)	(275,950)	(275,950)
BEGINNING FUND BALANCE	6,332,954	7,903,788	7,377,771	7,377,771	6,233,745	6,233,745	6,233,745
ENDING FUND BALANCE	**7,903,788**	**7,377,771**	**6,667,721**	**6,233,745**	**5,957,795**	**5,957,795**	**5,957,795**

STORM WATER	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
STORM WATER REVENUES	2,110,311	2,189,095	2,121,000	2,284,306	2,172,000	2,882,000	2,882,000
STORM WATER EXPENDITURES	1,808,722	1,809,276	2,184,921	2,051,518	2,309,300	2,308,900	2,308,900
OPERATING INCOME (LOSS)	**301,589**	**379,819**	**(63,921)**	**232,788**	**(137,300)**	**573,100**	**573,100**
TRANSFER TO CAPITAL PROJECTS	1,336,236	966,898	912,300	710,500	809,000	809,000	809,000
TOTAL STORM WATER EXPENDITURES	**3,144,958**	**2,776,174**	**3,097,221**	**2,762,018**	**3,118,300**	**3,117,900**	**3,117,900**
SURPLUS (DEFICIT)	(1,034,647)	(587,079)	(976,221)	(477,712)	(946,300)	(235,900)	(235,900)
BEGINNING FUND BALANCE	3,210,946	2,176,299	1,589,220	1,589,220	1,111,508	1,111,508	1,111,508
ENDING FUND BALANCE	**2,176,299**	**1,589,220**	**612,999**	**1,111,508**	**165,208**	**875,608**	**875,608**

INSURANCE	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
INSURANCE FUND REVENUES	12,304,856	14,170,932	16,577,500	16,903,000	15,905,100	15,905,100	15,905,100
INSURANCE FUND EXPENSES	13,594,991	14,985,243	16,189,500	15,309,300	15,691,600	15,691,600	15,691,600
SURPLUS (DEFICIT)	(1,290,135)	(814,311)	388,000	1,593,700	213,500	213,500	213,500
BEGINNING NET ASSETS	3,834,422	2,544,287	1,729,976	1,729,976	3,323,676	3,323,676	3,323,676
ENDING NET ASSETS	**2,544,287**	**1,729,976**	**2,117,976**	**3,323,676**	**3,537,176**	**3,537,176**	**3,537,176**

DEBT SERVICE	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
DEBT SERVICE FUND REVENUES	2,608,730	1,607,551	1,469,657	1,469,657	1,469,657	1,469,657	1,469,657
DEBT SERVICE FUND EXPENSES	2,698,712	1,703,353	1,469,657	1,698,197	1,469,657	1,469,657	1,469,657
SURPLUS (DEFICIT)	(89,982)	(95,802)	-	(228,540)	-	-	-
BEGINNING FUND BALANCE	1,200,610	1,110,628	1,014,826	1,014,826	786,286	786,286	786,286
ENDING FUND BALANCE	**1,110,628**	**1,014,826**	**1,014,826**	**786,286**	**786,286**	**786,286**	**786,286**

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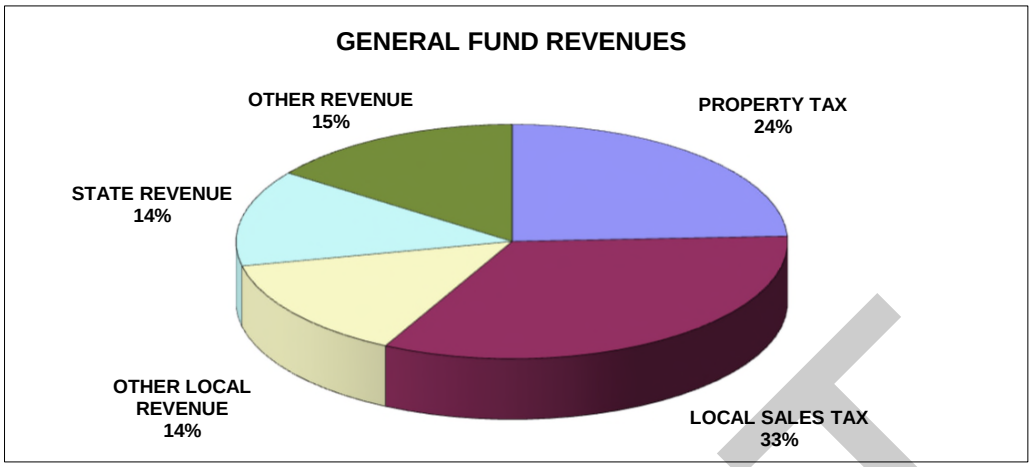
ALL FUNDS SUMMARY

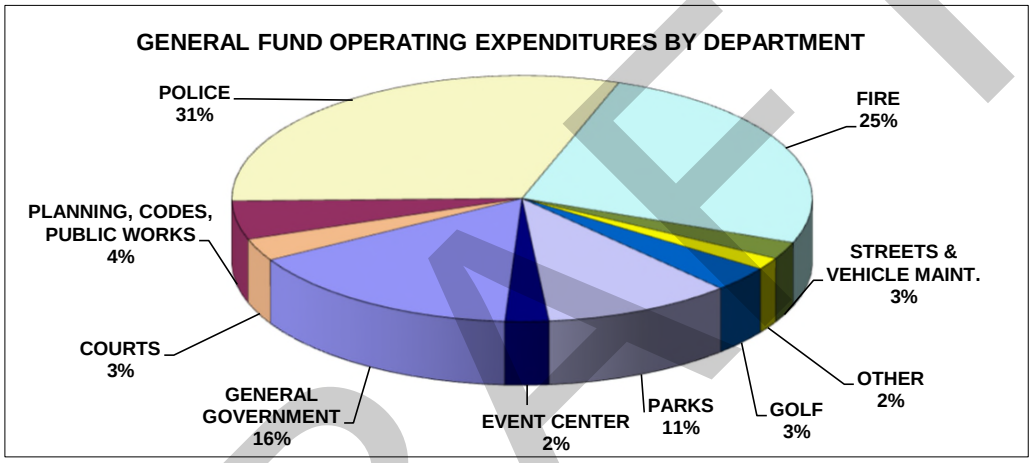
CAPITAL PROJECTS	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
CAPITAL PROJECTS FUND REVENUES	21,592,289	17,806,336	14,964,200	14,855,290	11,310,800	11,310,800	11,310,800
CAPITAL PROJECTS FUND EXPENSES	23,622,768	22,875,144	27,184,500	18,840,400	19,835,100	19,835,100	19,835,100
SURPLUS (DEFICIT)	(2,030,479)	(5,068,808)	(12,220,300)	(3,985,110)	(8,524,300)	(8,524,300)	(8,524,300)
BEGINNING FUND BALANCE	40,704,249	38,673,770	33,604,962	33,604,962	29,619,852	29,619,852	29,619,852
ENDING FUND BALANCE	**38,673,770**	**33,604,962**	**21,384,662**	**29,619,852**	**21,095,552**	**21,095,552**	**21,095,552**

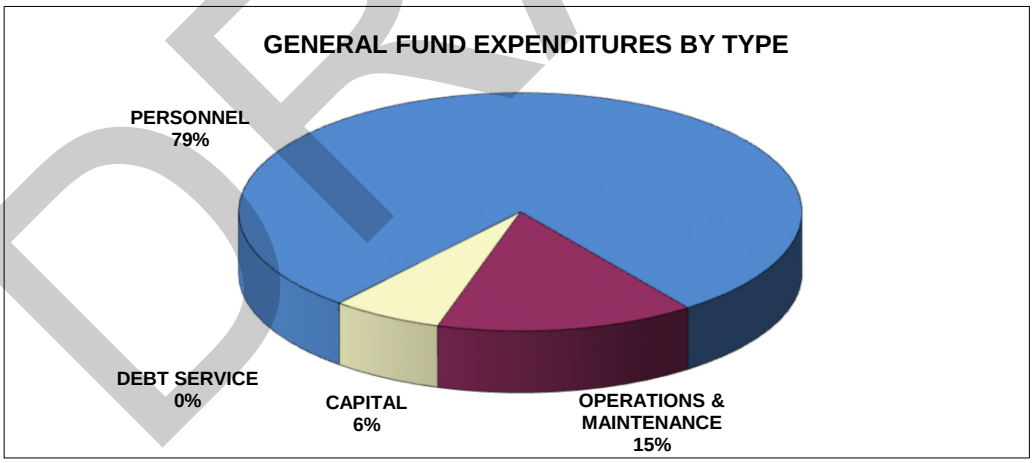
WATER & WASTE WATER	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
TOTAL OPERATING REVENUE	26,731,290	29,241,298	30,465,300	30,256,249	32,135,500	31,143,500	31,143,500
TOTAL OPERATING EXPENSES	25,085,364	27,732,637	29,542,662	28,390,072	29,873,200	29,873,200	29,873,200
OPERATING INCOME (LOSS)	**1,645,926**	**1,508,661**	**922,638**	**1,866,177**	**2,262,300**	**1,270,300**	**1,270,300**
NON OPERATING REVENUES / (EXPENSES)	286,038	2,084,017	2,020,713	234,122	84,113	84,113	84,113
INCOME BEFORE CONTRIBUTIONS & TRANSFERS	**1,931,964**	**3,592,678**	**2,943,351**	**2,100,299**	**2,346,413**	**1,354,413**	**1,354,413**
KEY INDICATORS							
CHANGE IN NET POSITION	**24,525,139**	**19,696,912**	**16,968,120**	**13,189,603**	**21,998,713**	**21,006,713**	**21,006,713**
NET INCREASE IN CASH	**10,767,079**	**7,243,730**	**17,628,137**	**12,459,120**	**15,585,630**	**14,593,630**	**14,593,630**

NATURAL GAS	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
TOTAL OPERATING REVENUE	12,865,019	15,914,361	17,776,500	19,169,639	16,980,500	19,801,500	19,801,500
TOTAL OPERATING EXPENSES	12,963,438	16,140,807	16,095,952	16,939,222	17,793,300	17,782,000	17,782,000
OPERATING INCOME (LOSS)	**(98,419)**	**(226,446)**	**1,680,548**	**2,230,417**	**(812,800)**	**2,019,500**	**2,019,500**
NON OPERATING REVENUES / (EXPENSES)	231,552	138,365	64,000	134,290	124,000	124,000	124,000
INCOME BEFORE CONTRIBUTIONS & TRANSFERS	**133,133**	**(88,081)**	**1,744,548**	**2,364,707**	**(688,800)**	**2,143,500**	**2,143,500**
KEY INDICATORS							
CHANGE IN NET POSITION	**228,715**	**115,895**	**1,768,765**	**2,516,603**	**(592,100)**	**2,240,200**	**2,240,200**
NET INCREASE IN CASH	**162,126**	**(67,655)**	**1,482,565**	**1,938,681**	**(1,684,200)**	**1,148,100**	**1,148,100**

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DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	37,967,891	43,064,069	49,184,600	48,581,300	53,018,300	53,018,300	53,018,300
OPERATIONS & MAINTENANCE	7,857,974	8,331,657	9,371,729	8,641,485	10,744,282	9,995,137	9,995,137
CAPITAL	11,563,021	9,893,192	5,191,500	6,523,190	4,284,400	4,284,400	4,284,400
DEBT SERVICE	1,226,092	229,240	2,000	2,000	2,000	2,000	2,000
	58,614,978	**61,518,158**	**63,749,829**	**63,747,975**	**68,048,982**	**67,299,837**	**67,299,837**

GENERAL FUND SUMMARY

DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PROPERTY TAX	13,979,964	15,617,309	15,750,000	15,443,197	16,350,000	16,350,000	16,350,000
OTHER LOCAL REVENUE	29,303,756	30,698,304	31,412,660	31,016,844	31,813,400	31,878,400	31,878,400
STATE REVENUE	7,400,268	7,661,102	7,884,500	7,710,942	8,952,000	8,952,000	8,952,000
FEDERAL REVENUE	56,399	108,317	9,500	36,855	9,500	9,500	9,500
OTHER REVENUE	8,529,368	9,272,992	8,720,935	9,624,256	9,942,800	10,130,800	10,130,800
GENERAL FUND OPERATING REVENUES	**59,269,755**	**63,358,024**	**63,777,595**	**63,832,094**	**67,067,700**	**67,320,700**	**67,320,700**
LOAN PROCEEDS	-	-	-	-	-	-	-
TOTAL GENERAL FUND REVENUES	**59,269,755**	**63,358,024**	**63,777,595**	**63,832,094**	**67,067,700**	**67,320,700**	**67,320,700**
LEGISLATIVE	208,081	211,820	331,900	329,690	315,800	315,800	315,800
JUDICIAL	385,808	293,408	297,800	285,030	315,300	327,300	327,300
GENERAL SESSIONS	521,412	563,648	620,900	609,290	679,900	679,500	679,500
TRAFFIC COURT	238,824	391,150	469,100	476,610	533,800	549,300	549,300
JUVENILE COURT	-	-	-	-	-	-	-
PROBATION	237,469	284,209	326,000	299,040	297,200	297,200	297,200
INFORMATION SERVICES	1,082,475	1,274,227	1,526,700	1,465,250	1,605,500	1,605,500	1,605,500
PLANNING & CODES	1,505,338	1,621,282	2,052,600	1,927,900	2,256,900	2,256,900	2,256,900
PUBLIC WORKS	539,585	622,448	706,200	685,240	933,400	933,400	933,400
BUILDING/GROUNDS MAINTENANCE	910,359	1,061,609	1,144,300	1,159,730	1,190,400	1,190,400	1,190,400
ADMINISTRATION	2,287,710	2,430,233	3,375,800	2,754,500	4,223,600	3,741,000	3,741,000
FINANCE	1,242,225	1,411,905	1,271,300	1,097,990	1,133,000	1,158,000	1,158,000
TREASURER	481,919	550,083	626,600	620,600	717,400	717,400	717,400
HUMAN RESOURCES	737,400	820,782	1,082,300	1,001,000	1,185,300	1,181,200	1,181,200
POLICE	14,305,839	16,460,455	18,229,900	18,335,420	19,367,100	19,372,100	19,372,100
FIRE	11,740,132	13,116,352	14,303,500	14,816,610	16,058,200	16,035,000	16,035,000
STREET	503,176	690,019	664,200	556,030	757,200	756,700	756,700
VEHICLE MAINTENANCE	538,509	579,929	689,900	648,090	662,200	662,200	662,200
CEMETERY	25,191	28,633	31,100	27,370	30,300	30,300	30,300
HEALTH, WELFARE & CULTURE	696,363	696,746	724,929	724,929	1,196,882	977,237	977,237
GOLF COURSE	1,634,516	1,761,290	2,087,100	2,044,950	2,091,300	2,090,300	2,090,300
PARKS & RECREATION	4,875,804	5,276,500	6,408,000	5,987,718	6,683,300	6,607,800	6,607,800
EVENT CENTER	1,127,730	1,248,998	1,586,200	1,369,798	1,528,600	1,528,900	1,528,900
GENERAL FUND OPER. EXPENDITURES	**45,825,865**	**51,395,726**	**58,556,329**	**57,222,785**	**63,762,582**	**63,013,437**	**63,013,437**
TRANSFER TO CAPITAL PROJECTS	11,563,021	9,893,192	5,191,500	6,523,190	4,284,400	4,284,400	4,284,400
TRANSFER TO DEBT SERVICE	1,226,092	229,240	2,000	2,000	2,000	2,000	2,000
TOTAL GENERAL FUND EXPENDITURES	**58,614,978**	**61,518,158**	**63,749,829**	**63,747,975**	**68,048,982**	**67,299,837**	**67,299,837**
SURPLUS (DEFICIT)	654,777	1,839,866	27,766	84,119	(981,282)	20,863	20,863
BEGINNING FUND BALANCE	32,240,871	32,895,648	34,735,514	34,735,514	34,819,633	34,819,633	34,819,633
ENDING FUND BALANCE	**32,895,648**	**34,735,514**	**34,763,280**	**34,819,633**	**33,838,351**	**34,840,496**	**34,840,496**

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GENERAL FUND REVENUE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110	**REVENUE**							
31100	PROPERTY TAXES (CURRENT)	13,920,393	15,339,276	15,600,000	15,303,197	16,200,000	16,200,000	16,200,000
31200	PROPERTY TAXES (DELINQUENT)	59,571	278,033	150,000	140,000	150,000	150,000	150,000
31510	IN LIEU OF TAXES	910,574	1,367,130	1,361,346	1,640,981	1,561,000	1,561,000	1,561,000
31512	IN LIEU OF TAXES - WATER & SEWER	565,973	628,135	596,631	596,631	633,300	633,300	633,300
31514	IN LIEU OF TAXES - NATURAL GAS	192,850	211,344	225,783	225,783	233,300	233,300	233,300
31610	LOCAL SALES TAX - CO. TRUSTEE	20,563,998	21,297,729	21,836,000	21,800,000	22,410,400	22,410,400	22,410,400
31710	WHOLESALE BEER TAX	1,186,147	1,087,022	1,198,500	1,000,000	930,000	930,000	930,000
31800	BUSINESS TAXES	2,284,906	2,459,733	2,750,000	2,600,000	2,781,000	2,781,000	2,781,000
31900	HOTEL/MOTEL TAX	781,859	845,554	855,000	880,000	915,200	915,200	915,200
31901	LOCAL OCCUPANCY TAX	11,951	9,711	10,500	7,500	6,900	6,900	6,900
31912	CABLE TV FRANCHISE TAX	353,591	230,551	250,000	207,496	186,700	186,700	186,700
31913	GAS FRANCHISE FEES	6,051	8,068	8,000	8,809	8,000	8,000	8,000
32000	BUILDING PERMITS	1,329,248	1,293,341	1,265,000	829,635	1,100,000	1,100,000	1,100,000
32002	ADM REVIEW FEES/SUBDIVISIONS	88,500	172,050	85,000	162,300	85,000	90,000	90,000
32003	ADM REVIEW FEES/SITE PLANS	13,400	18,200	20,000	21,050	20,000	20,000	20,000
32004	ADM REVIEW FEES/PLAN REVIEW	98,002	119,129	100,000	143,821	125,000	125,000	125,000
32005	ADM REVIEW FEES/BZA	4,800	5,400	4,500	5,100	4,500	4,500	4,500
32006	MOBILE FOOD VENDOR PERMIT	3,310	3,700	1,000	4,950	2,000	2,000	2,000
32007	REZONING REQUEST	18,500	8,600	20,000	11,300	20,000	20,000	20,000
32008	BEER PERMITS & APPLICATION FEES	18,600	17,225	16,000	17,833	16,000	16,000	16,000
32013	GRADING PERMIT	3,850	8,575	5,000	7,700	10,000	10,000	10,000
32015	ELECTRIC PERMITS	271,725	333,175	207,500	266,605	200,000	260,000	260,000
32020	SMALL CELL PLACEMENT	900	600	300	300	-	-	-
32100	ZONING/SUB REGULATION BOOKS	6	65	100	10	100	100	100
32300	LIQUOR PRIVILEGE TAX	36,433	39,004	35,000	33,330	35,000	35,000	35,000
32301	LIQUOR INSPECTION FEE	557,832	534,063	560,000	545,710	530,000	530,000	530,000
32302	LIQUOR APPLICATION FEE	750	-	1,000	-	-	-	-
32303	WINE CERTIFICATE OF COMPLIANCE	-	200	500	-	-	-	-
33003	BULLET PROOF VESTS GRANT	6,840	9,950	2,000	4,355	2,000	2,000	2,000
33004	GHSO GRANT	3,171	23,406	1,500	25,000	1,500	1,500	1,500
33005	EQUITABLE SHARED FUNDS	8,398	-	-	-	-	-	-
33007	E TICKET CITATION REVENUE	310	360	-	-	-	-	-
33008	POLICE OTHER REVENUE	11,680	74,601	6,000	7,500	6,000	6,000	6,000
33190	GRANTS	26,000	-	-	-	-	-	-
33203	ARTS COMMISSION REVENUE	3,500	5,000	5,000	3,000	5,000	5,000	5,000
33430	STATE SPORTS BETTING REVENUE	108,929	119,135	100,000	121,255	110,000	110,000	110,000
33510	STATE SALES TAX	6,544,708	6,696,799	6,998,000	6,900,000	8,200,000	8,200,000	8,200,000
33515	STATE TELECOMMUNICATIONS TAX	17,020	17,784	20,000	17,727	17,000	17,000	17,000
33520	STATE INCOME TAX	13,633	-	500	-	-	-	-
33530	STATE BEER TAX	23,327	22,335	26,000	21,682	20,000	20,000	20,000
33540	STATE MIXED DRINK TAX	221,824	246,218	230,000	240,409	235,000	235,000	235,000
33552	STATE, CITY, STREET, TRANSPORTATION	97,130	96,874	160,000	96,712	100,000	100,000	100,000
33553	POLICE SUPPLEMENT PAYMENT	58,400	118,400	60,000	59,000	60,000	60,000	60,000
33554	FIRE SUPPLEMENT PAYMENT	64,000	54,400	65,000	65,000	65,000	65,000	65,000
33555	STATE STREET CONTRACT MTNC	8,763	-	-	-	-	-	-
33556	TELETA GRANT	25,000	118,000	20,000	20,000	20,000	20,000	20,000
33590	CORPORATE EXCISE TAX	214,034	166,157	200,000	166,157	120,000	120,000	120,000
33800	LOCAL REVENUE ALLOCATIONS	10	-	-	-	-	-	-
34320	CEMETERY CHARGES	37,250	50,200	50,000	42,920	50,000	50,000	50,000
34330	CEMETERY CHARGES-PERPETUAL CARE	167,217	183,205	170,000	159,425	170,000	170,000	170,000
34711	GREEN FEES	1,043,441	1,060,114	1,150,000	1,035,000	1,050,000	1,200,000	1,200,000
34712	DRIVING RANGE	130,102	142,888	110,000	146,482	120,000	130,000	130,000
34713	GREEN FEE PASSES	9,325	14,061	9,500	12,168	9,500	9,500	9,500
34714	LOCKER FEES	780	645	500	725	500	500	500
34715	SNACK BAR SALES	203,629	227,266	185,000	228,730	200,000	200,000	200,000
34716	PRO-SHOP SALES	124,355	117,508	110,000	125,769	110,000	110,000	110,000
34717	CART RENTALS	461,109	511,497	445,000	497,522	480,000	480,000	480,000

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GENERAL FUND REVENUE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110	**REVENUE**							
34718	GOLF CONVENIENCE FEES	41,088	42,765	40,000	42,270	40,000	40,000	40,000
34719	MISCELLANEOUS	14,553	4,892	4,500	5,224	5,000	5,000	5,000
34720	TOURNAMENT/HANDICAP REVENUE	2,760	2,905	2,600	2,815	2,600	2,600	2,600
34721	PULL CARTS	808	848	1,100	550	500	500	500
34722	TRAIL FEES	4,405	4,260	4,200	3,730	4,000	4,000	4,000
34740	FITNESS / POOL FEES	224,119	184,273	200,000	198,739	200,000	200,000	200,000
34741	RECREATION PROGRAMS	21,974	26,421	30,000	32,047	30,000	30,000	30,000
34742	PARKS CONVENIENCE FEES	11,953	11,664	11,000	12,375	11,000	11,000	11,000
34743	RECREATION MISCELLANEOUS	11,006	16,195	11,000	15,172	12,000	12,000	12,000
34744	BRICK REVENUE	-	-	300	-	300	300	300
34745	SUPPLY SALES-FITNESS CENTER	518	454	1,500	1,972	800	800	800
34746	PARK FEES	212,376	211,173	195,000	217,173	200,000	200,000	200,000
34747	OTHER CONTRIBUTIONS	16,912	33,649	-	30,000	-	-	-
34749	WATERCRAFT RENTAL	1,071	1,063	3,500	1,495	2,500	2,500	2,500
34751	MEETING ROOM/EQUIPMENT RENTAL	103,379	109,190	103,000	113,829	110,000	110,000	110,000
34752	FOOD SALES	284,663	335,815	290,000	352,821	336,000	336,000	336,000
34753	SERVICE CHARGES	75,396	80,469	75,000	85,707	80,000	80,000	80,000
34754	EMPLOYEE LUNCH SALES	29,960	34,697	30,000	21,830	30,000	30,000	30,000
34755	NON-EMPLOYEE LUNCH SALES	102,674	92,936	105,000	105,935	95,000	95,000	95,000
34756	MISCELLANEOUS	3,278	4,888	5,000	4,049	4,000	4,000	4,000
34757	SWIMMING POOL SNACK BAR	61,702	43,319	60,000	45,340	60,000	60,000	60,000
34770	OUTDOOR ADVENTURE CENTER	58,116	50,783	50,000	52,062	50,000	50,000	50,000
34771	ADVENTURE CENTER SUPPLY SALES	4,258	4,159	6,500	4,414	5,000	5,000	5,000
34772	ADVENTURE CENTER- PROGRAMS	17,711	16,580	17,000	21,350	18,000	18,000	18,000
34773	ADVENTURE CENTER- ROOM RENTAL	15,932	14,260	15,000	14,448	15,000	15,000	15,000
35100	TRAFFIC COURT FINES & FEES	728,896	996,786	790,000	1,350,000	1,175,000	1,175,000	1,175,000
35101	TRAFFIC REINSTATEMENTS	6,470	4,950	6,000	6,870	7,000	7,000	7,000
35102	FINES & FEES OTHER COURTS	1,585	1,410	1,500	1,133	1,500	1,500	1,500
35103	JUVENILE FINES & FEES	25,691	29,961	26,000	29,463	29,000	29,000	29,000
35113	TRAFFIC CERTIFIED MAIL FEE	99	70	-	92	-	-	-
35114	TRAFFIC - E TICKET FEE	76	90	-	95	-	-	-
35120	TRAFFIC LATE PENALTIES	32,684	37,462	31,000	48,489	41,000	41,000	41,000
35121	JUVENILE LATE FEES	101	4	100	-	-	-	-
35122	JUVENILE TRAFFIC SCHOOL	12,235	15,890	12,000	15,209	12,000	15,000	15,000
35130	TRAFFIC SCHOOL FEES	67,585	103,214	78,000	127,721	100,000	120,000	120,000
35146	DRUG FINES AND FEES	12,880	8,742	11,500	8,493	8,000	8,000	8,000
35213	JUVENILE CERTIFIED MAIL FEE	7	-	-	-	-	-	-
35214	JUVENILE - E TICKET FEE	1	-	-	-	-	-	-
35311	PROBATION - SUPERVISION FEES	70,840	85,435	60,000	98,151	90,000	90,000	90,000
35312	PROBATION - DRUG SCREENS	11,084	10,978	16,000	13,551	11,000	11,000	11,000
35313	PROBATION - PROGRAM FEES	66,006	46,376	3,500	8,100	5,000	5,000	5,000
35700	GENERAL SESSIONS FINES	49,216	48,444	5,000	46,932	40,000	45,000	45,000
35701	STATE FEES/GENERAL SESSION	3,426	3,659	2,400	3,959	3,000	3,000	3,000
35704	GENERAL SESSIONS COURT COST	347,264	377,031	330,000	409,767	400,000	400,000	400,000
35711	COMPUTERIZATION FEES	6,320	6,475	6,000	6,877	6,000	6,000	6,000
35713	GEN SESS CERTIFIED MAIL FEE	220	217	200	175	-	-	-
35714	DUI CONVICTIONS	10,654	9,188	10,400	9,029	7,500	7,500	7,500
35715	RECKLESS ENDANGERMANT	581	805	600	935	700	700	700
36000	OTHER REVENUES	41,225	188,869	50,000	148,204	50,000	50,000	50,000
36002	PROPERTY TAX INTEREST	24,676	38,695	40,000	38,381	40,000	40,000	40,000
36005	HOTEL/MOTEL TAX PENALTY	-	32	500	-	-	-	-
36006	HOTEL/MOTEL TAX INTEREST	-	-	500	-	-	-	-
36007	MISC REV PAYROLL	1,907	877	500	1,160	-	-	-
36100	INTEREST EARNED-CHECKING/SAVINGS	729,831	683,681	771,000	690,000	700,000	700,000	700,000
36120	INTEREST EARNED - CD'S	-	61,431	-	-	-	-	-
36210	RENT	89,258	107,247	90,000	110,000	100,000	100,000	100,000
36220	SUPPORT SERVICES - WATER & SEWER	1,318,090	1,389,076	1,482,262	1,482,262	1,960,400	1,960,400	1,960,400
36230	SUPPORT SERVICES - GAS	830,705	818,525	860,052	860,052	1,165,500	1,165,500	1,165,500
36235	SUPPORT SERVICES - STORM WATER	256,873	294,541	312,621	312,621	389,500	389,500	389,500

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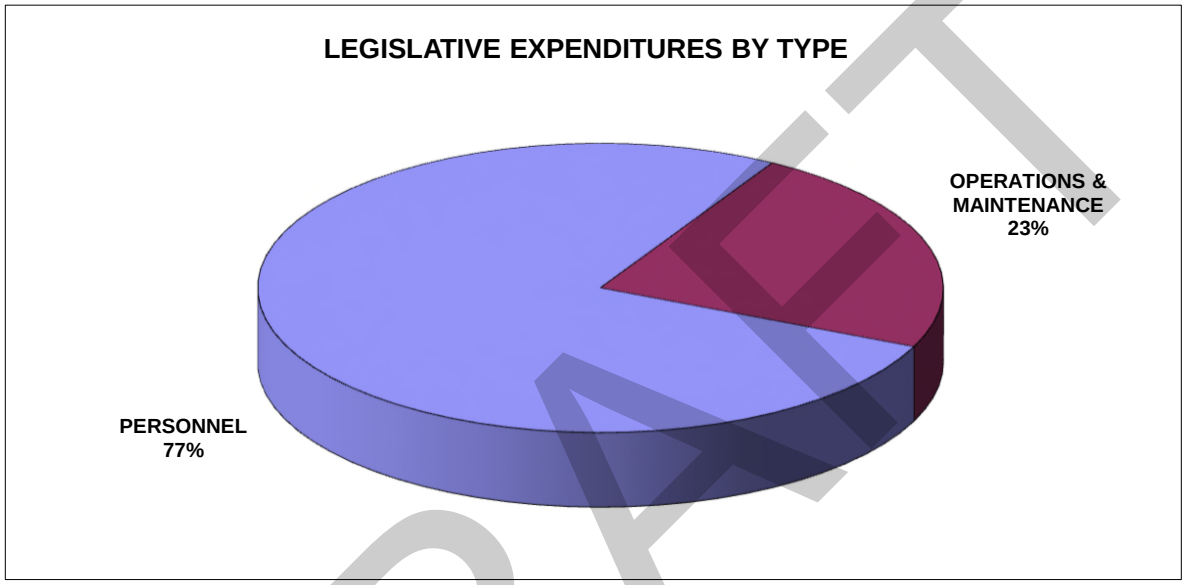
GENERAL FUND REVENUE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110	**REVENUE**							
36350	INSURANCE RECOVERIES	122,037	71,395	105,100	80,430	25,000	25,000	25,000
36712	RECORDS FEES	4,540	3,242	5,000	1,694	2,000	2,000	2,000
37193	SEX OFFENDER REGISTRY	2,100	2,100	2,000	2,350	2,000	2,000	2,000
37200	SALE OF PROPERTY	141,161	157,444	100,000	54,889	50,000	50,000	50,000
37215	NATIONAL OPIOD SETTLEMENT	15,214	33,608	20,000	23,084	20,000	20,000	20,000
	TOTAL GENERAL FUND REVENUE	**59,269,755**	**63,358,024**	**63,777,595**	**63,832,094**	**67,067,700**	**67,320,700**	**67,320,700**

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LEGISLATIVE

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
E	COUNCIL	6	6	6	6	6
E	MAYOR	1	1	1	1	1
	TOTAL POSITIONS	**7.0**	**7.0**	**7.0**	**7.0**	**7.0**
	FTE	**7.0**	**7.0**	**7.0**	**7.0**	**7.0**



DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	202,115	206,332	244,700	244,700	242,200	242,200	242,200
OPERATIONS & MAINTENANCE	5,966	5,488	87,200	84,990	73,600	73,600	73,600
CAPITAL	-	-	-	-	-	-	-

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LEGISLATIVE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41100								
111	SALARIES	94,110	95,211	94,800	94,800	94,800	94,800	94,800
141	OASI (EMPLOYER'S SHARE)	5,723	5,741	7,300	7,300	7,300	7,300	7,300
142	HEALTH INSURANCE	101,440	104,514	141,700	141,700	139,100	139,100	139,100
145	OTHER INSURANCE	342	366	400	400	400	400	400
146	WORKERS COMPENSATION	500	500	500	500	600	600	600
148	EMPLOYEE EDUCATION & TRAINING	-	-	1,400	1,400	1,400	1,400	1,400
211	POSTAGE	27	1	100	10	100	100	100
235	PROFESSIONAL ASSOCIATIONS	114	545	300	790	300	300	300
245	TELEPHONE SERVICES	3,631	2,851	3,000	2,860	3,000	3,000	3,000
289	TRAVEL	-	1,770	10,000	10,000	10,000	10,000	10,000
310	OFFICE SUPPLIES	38	-	500	-	500	500	500
513	LIABILITY INSURANCE	300	300	69,900	69,900	56,300	56,300	56,300
799	SUNDRY	1,856	21	2,000	30	2,000	2,000	2,000
	TOTAL LEGISLATIVE	**208,081**	**211,820**	**331,900**	**329,690**	**315,800**	**315,800**	**315,800**

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GENERAL SESSIONS

PURPOSE STATEMENT

THE GENERAL SESSIONS DEPARTMENT MAINTAINS THE CRIMINAL WARRANTS ISSUED FOR VIOLATIONS AND OFFENSES AGAINST THE CRIMINAL LAWS OF TENNESSEE AND PROVIDES FOR TRIAL AND ADJUDICATION OF THE CASES. THE DEPARTMENT COLLECTS ALL FINES AND COSTS LEVIED BY THE JUDICIAL DEPARTMENT AND REMITS THE NECESSARY FEES TO OTHER GOVERNMENTAL ENTITIES AS REQUIRED.

MAJOR HIGHLIGHTS

THIS YEAR THE GENERAL SESSIONS DEPARTMENT HAS EXPANDED THE OFFICE TO ADD TWO MORE CUSTOMER SERVICE WINDOWS TO ACCOMMODATE THE INCREASED FOOT TRAFFIC. THE COURTROOM DIGITAL RECORDING SOFTWARE/HARDWARE WAS REPLACED WITH NEW TECHNOLOGY ALLOWING FOR THE POTENTIAL EXPANSION TO VIDEO RECORDING. THE DEPARTMENT CONTINUES TO WORK WITH LOCAL HIGH SCHOOLS AS PART OF THEIR WORK BASED LEARNING PROGRAM AND LOCAL COLLEGES TO PROVIDE AN INTERN PROGRAM FOR STUDENTS MAJORING IN LEGAL RELATED STUDIES. THE SCANNING AND PRESERVATION OF ARCHIVED DOCUMENTS WAS INITIATED THIS YEAR AND WILL PROVIDE AN ONGOING METHOD TO STORE MATERIALS PER STATE RETENTION POLICIES. THE NEGOTIATIONS WITH SOFTWARE VENDORS FOR E-CITATIONS WILL ALSO BE APPLICABLE TO MISDEMEANOR CITATIONS, ALLOWING THE POLICE AND COURTS TO TRANSITION AWAY FROM HAND-WRITTEN CRIMINAL MISDEMEANOR CITATIONS.

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
SERVICE QUALITY					
ARR/SH/RET DOCKETS	135	125	92	135	201
TUES. TRIAL/JAIL DOCKETS	93	86	96	104	139
WED. DOMESTIC TRIAL/JAIL DOCKETS	91	79	90	104	135
ARRAIGNMENT JAIL DOCKETS	94	105	95	104	90
SPECIAL SET HEARINGS	2	1	2	2	2

** The number of arraignment jail dockets are included in the Tues. Trial/Trial jail dockets.

WORKLOAD INDICATOR

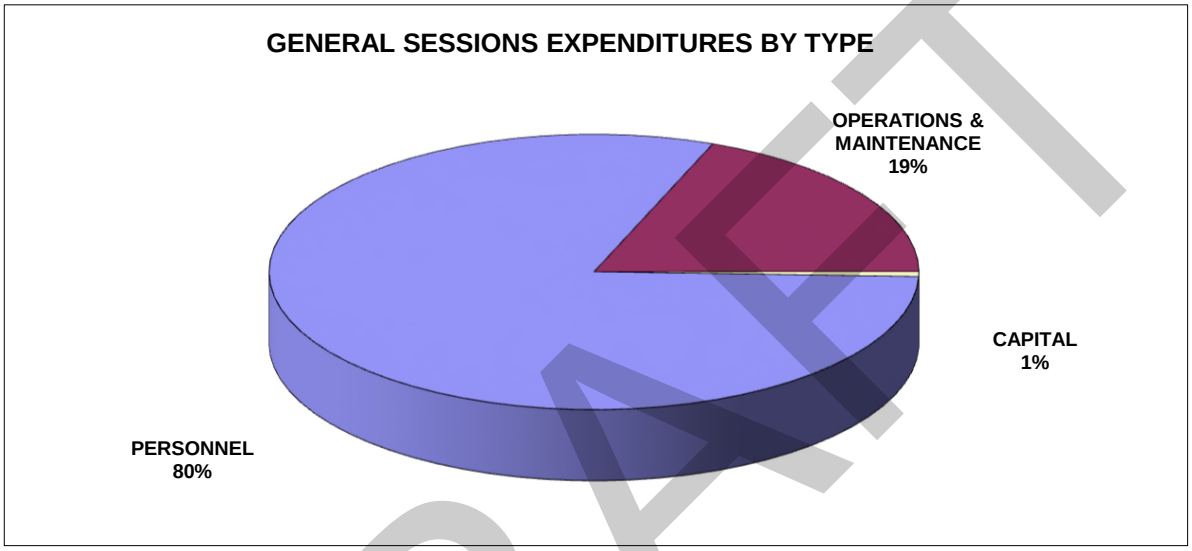
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
CALLS	19,916	20,391	18,887	19,202	18,014
EXPUNGEMENTS	857	568	302	301	320
TBI SUBMISSIONS	2,861	2,195	2,229	2,074	1,934
ORDER OF PROTECTIONS DURING OFFICE HOURS	N/A	N/A	29	28	9
ORDER OF PROTECTIONS AFTER OFFICE HOURS	N/A	N/A	10	2	5
WARRANTS/SUMMONS ISSUED	N/A	N/A	5,155	4,487	5,316

N/A - NOT AVAILABLE

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GENERAL SESSIONS

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
E	COURT CLERK	1	1	1	1	1
F	CHIEF DEPUTY COURT CLERK	0	1	1	1	1
F	SENIOR DEPUTY COURT CLERK	2	0	0	1	1
F	DEPUTY COURT CLERK	3	3	3	2	2
	TOTAL POSITIONS	**6.0**	**5.0**	**5.0**	**5.0**	**5.0**
	FTE	**6.0**	**5.0**	**5.0**	**5.0**	**5.0**



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	430,197	466,727	518,500	516,610	549,600	549,600	549,600
OPERATIONS & MAINTENANCE	91,215	96,921	102,400	92,680	130,300	129,900	129,900
CAPITAL	3,587	-	35,000	35,000	4,000	4,000	4,000

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GENERAL SESSIONS

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41220								
111	SALARIES	283,727	310,904	328,800	327,800	345,400	345,400	345,400
112	OVERTIME	4,126	21,870	23,900	27,500	24,000	24,000	24,000
141	OASI (EMPLOYER'S SHARE)	22,672	27,255	25,500	26,500	26,800	26,800	26,800
142	HEALTH INSURANCE	98,598	83,055	113,800	113,800	124,500	124,500	124,500
143	RETIREMENT/PENSION	15,830	18,654	22,000	16,480	24,000	24,000	24,000
145	OTHER INSURANCE	3,144	2,889	2,700	2,400	2,800	2,800	2,800
146	WORKER'S COMPENSATION	2,100	2,100	1,800	2,130	2,100	2,100	2,100
148	EMPLOYEE EDUCATION & TRAINING	-	1,651	600	1,510	600	600	600
190	EMPLOYMENT TESTING	-	45	-	-	100	-	-
211	POSTAGE	1,727	1,373	2,100	940	1,800	1,500	1,500
235	PROFESSIONAL ASSOCIATIONS	801	2,750	1,400	1,680	1,000	1,000	1,000
245	TELEPHONE SERVICES	459	496	500	500	500	500	500
289	TRAVEL	-	2,003	-	-	-	-	-
290	CONTRACTUAL SERVICES	79,408	80,673	88,400	76,560	112,400	112,400	112,400
320	OPERATING SUPPLIES	7,293	7,110	6,100	8,750	11,100	11,100	11,100
326	CLOTHING AND UNIFORMS	-	-	300	-	300	300	300
331	GAS, OIL & FUEL	590	-	-	-	-	-	-
513	LIABILITY INSURANCE	700	700	2,700	2,700	2,200	2,200	2,200
799	SUNDRY	237	120	300	40	300	300	300
940	TRANSFER TO CAPITAL	3,587	-	35,000	35,000	4,000	4,000	4,000
	TOTAL GENERAL SESSIONS	**524,999**	**563,648**	**655,900**	**644,290**	**683,900**	**683,500**	**683,500**

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PURPOSE STATEMENT

THE JUDICIAL DEPARTMENT IS RESPONSIBLE FOR PROVIDING FAIR, PROMPT AND EFFICIENT ADMINISTRATION OF JUSTICE. THE JUDGE APPOINTS THE JUDICIAL COMMISSIONERS WHO ARE THE BEGINNING OF THE GENERAL SESSIONS COURT PROCESS. THE CRIMINAL CASES CONTINUE WITH THE APPEARANCE OF THE DEFENDANT, VICTIM OR WITNESSES BEFORE THE JUDGE. THE DEPARTMENT IS ALSO RESPONSIBLE FOR THE OPERATION OF THE MUNICIPAL COURT WHICH OVERSEES CODES VIOLATIONS AND TRAFFIC VIOLATIONS FOR ADULTS AND MINORS 16-17 YEARS OF AGE. THE JUDGE ALSO OVERSEES THE OPERATION OF THE TRAFFIC SCHOOL.

MAJOR HIGHLIGHTS

LAUNCHED ONLINE TRAFFIC SCHOOL
PANIC BUTTON INSTALLED ON JUDGE'S BENCH IN THE COURTROOM
ADDED ADDITIONAL DOCKETS
UPDATED SOUND SYSTEM FOR COURTROOM

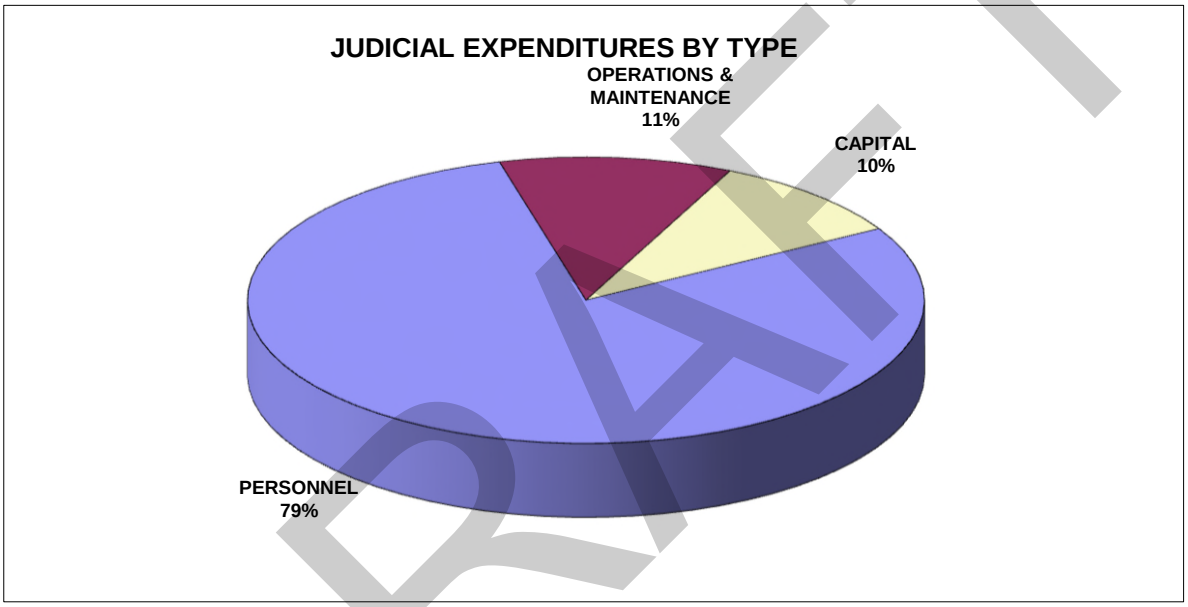
WORKLOAD INDICATOR

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
FORFEITURE/SEIZURE HEARINGS	34	6	39	37	9
SEARCH WARRANTS ISSUED (NON DUI RELATED)	100	121	63	69	82
DUCES TECUM	147	59	114	112	200

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JUDICIAL

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
E	JUDGE	1	1	1	1	1
F	COURT ADMINISTRATOR *(MOVED TO TRAFFIC)*	1	1	1	0	0
F	ADMIN ASSISTANT	0	1	1	0	0
F	JUDICIAL ASSISTANT	0	0	0	1	1
F	JUDICIAL COMMISSIONER	1	0	0	0	0
F	LEGAL CLERK	1	0	0	0	0
	TOTAL POSITIONS	**4.0**	**3.0**	**3.0**	**2.0**	**2.0**
	FTE	**4.0**	**3.0**	**3.0**	**2.0**	**2.0**



DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	364,103	278,814	280,400	271,340	287,000	287,000	287,000
OPERATIONS & MAINTENANCE	21,705	14,594	17,400	13,690	28,300	40,300	40,300
CAPITAL	29,722	-	-	3,600	35,000	35,000	35,000

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JUDICIAL

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41210								
111	SALARIES	247,277	198,765	208,200	194,200	222,400	222,400	222,400
112	OVERTIME	35,381	11,439	9,000	19,900	-	-	-
141	OASI (EMPLOYER'S SHARE)	18,790	13,306	15,900	16,200	16,300	16,300	16,300
142	HEALTH INSURANCE	46,303	42,918	29,900	29,900	29,300	29,300	29,300
143	RETIREMENT/PENSION	13,473	9,016	14,400	7,730	15,700	15,700	15,700
145	OTHER INSURANCE	779	1,270	1,600	1,650	1,700	1,700	1,700
146	WORKER'S COMPENSATION	2,100	2,100	1,400	1,760	1,600	1,600	1,600
148	EMPLOYEE EDUCATION & TRAINING	-	30	200	30	200	200	200
211	POSTAGE	-	40	100	20	100	100	100
235	PROFESSIONAL ASSOCIATIONS	3,272	1,916	2,800	1,850	2,800	2,800	2,800
245	TELEPHONE SERVICES	-	-	-	-	600	600	600
289	TRAVEL	-	820	1,000	1,000	3,100	3,100	3,100
290	CONTRACTUAL SERVICES	6,521	5,590	5,300	4,540	12,300	24,300	24,300
320	OPERATING SUPPLIES	10,770	5,354	5,600	4,080	6,800	6,800	6,800
326	CLOTHING AND UNIFORMS	-	-	-	-	200	200	200
331	GAS, OIL & FUEL	314	39	200	130	300	300	300
513	LIABILITY INSURANCE	600	600	1,800	1,800	1,500	1,500	1,500
799	SUNDRY	228	205	400	240	400	400	400
940	TRANSFER TO CAPITAL	29,722	-	-	3,600	35,000	35,000	35,000
	TOTAL JUDICIAL	**415,530**	**293,408**	**297,800**	**288,630**	**350,300**	**362,300**	**362,300**

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TRAFFIC COURT

PURPOSE STATEMENT

THE TRAFFIC COURT DEPARTMENT ISSUES SUMMONSES AND PROCESSES CITATIONS FOR VIOLATIONS OF LAWS AND ORDINANCES OF THE TOWN. THE DEPARTMENT ALSO COLLECTS ALL FINES AND COSTS LEVIED BY THE JUDICIAL DEPARTMENT AND SUBMITS THE NECESSARY TAXES TO THE STATE OF TENNESSEE.

MAJOR HIGHLIGHTS

THE MUNICIPAL COURT HAS IMPLEMENTED AN ONLINE TRAFFIC SCHOOL OPTION FOR OFFENDERS AND HAS BEEN ABLE TO AUTOMATE, THROUGH THE COURT SOFTWARE, THE ISSUANCE OF TRAFFIC SCHOOL CERTIFICATES. IN ORDER TO ACCOMODATE THE INCREASE IN FOOT TRAFFIC, THE DEPARTMENT HAS EXPANDED BY ADDING TWO ADDITIONAL CUSTOMER SERVICE WINDOWS. THE DEPARTMENT HAS ALSO BEEN IN NEGOTIATIONS WITH SOFTWARE VENDORS TO RE-ESTABLISH AN E-CITATION CAPABILITY WITH THE POTENTIAL TO INCLUDE CODES VIOLATIONS. E-CITATIONS ALLOWS FOR THE LIVE TRANSFER OF CITATION DATA TO THE COURT AND POLICE DEPARTMENT SOFTWARE. THIS IMPLEMENTATION ALLOWS THE TOWN TO ESTABLISH AN E-CITATION FEE TO MITIGATE EXPENSES.

PERFORMANCE MEASURES

Calendar Year

	2021	2022	2023	2024	2025
SERVICE QUALITY					
TRAFFIC DOCKETS	53	48	49	50	49
CONTESTED TRAFFIC DOCKETS	12	12	12	13	12
CODES DOCKETS	20	23	20	21	14
JUVENILE APPEARANCE DOCKET					12
JUVENILE COMPLIANCE REVIEW					12

N/A=NOT AVAILABLE

WORKLOAD INDICATOR

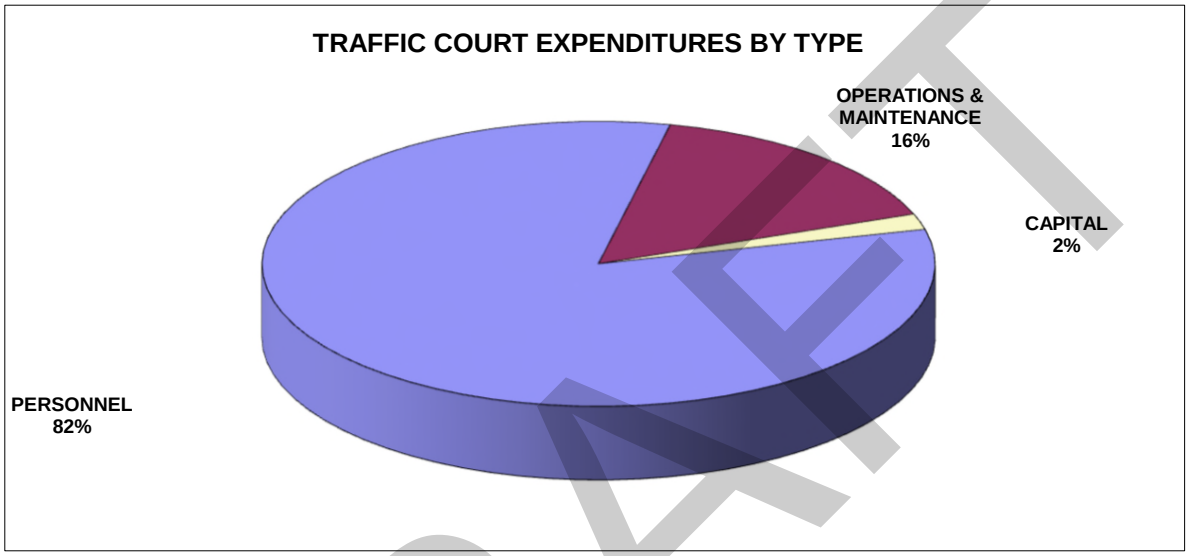
Calendar Year

	2021	2022	2023	2024	2025
TRAFFIC SCHOOL REGISTERED	924	1,247	1,154	1,244	1,875
ENVIRONMENTAL VIOLATIONS	174	134	114	121	173
TOTAL TRAFFIC VIOLATIONS	8,455	9,542	8,005	9,061	13,452

DRAFT

TRAFFIC COURT

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	DEPUTY COURT CLERK	3	3	3	3	3
F	COURT ADMINISTRATOR *(MOVED FROM JUDICIAL)*	0	0	0	1	1
	TOTAL POSITIONS	**3.0**	**3.0**	**3.0**	**4.0**	**4.0**
	FTE	**3.0**	**3.0**	**3.0**	**4.0**	**4.0**



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	215,247	365,250	427,300	448,130	460,400	460,400	460,400
OPERATIONS & MAINTENANCE	23,577	25,900	41,800	28,480	73,400	88,900	88,900
CAPITAL	-	-	190,000	190,000	10,000	10,000	10,000

DRAFT

TRAFFIC COURT

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41230								
111	SALARIES	140,788	250,282	255,800	289,250	285,700	285,700	285,700
112	OVERTIME	7,436	20,030	32,200	19,570	32,400	32,400	32,400
141	OASI (EMPLOYER'S SHARE)	12,314	19,874	19,800	22,540	22,100	22,100	22,100
142	HEALTH INSURANCE	44,692	58,667	98,800	98,800	97,900	97,900	97,900
143	RETIREMENT/PENSION	7,740	14,048	17,800	15,310	19,000	19,000	19,000
145	OTHER INSURANCE	1,477	1,549	2,100	1,850	2,300	2,300	2,300
146	WORKER'S COMPENSATION	800	800	800	810	1,000	1,000	1,000
148	EMPLOYEE EDUCATION & TRAINING	-	2,749	1,600	2,750	1,600	1,600	1,600
190	EMPLOYMENT TESTING	-	-	-	-	100	100	100
211	POSTAGE	-	3	-	10	-	-	-
235	PROFESSIONAL ASSOCIATIONS	-	409	1,100	410	1,200	1,200	1,200
289	TRAVEL	-	-	6,500	-	6,800	6,800	6,800
290	CONTRACTUAL SERVICES	15,192	18,563	25,300	20,030	46,200	66,200	66,200
320	OPERATING SUPPLIES	7,495	2,525	3,700	2,770	14,500	10,000	10,000
326	CLOTHING AND UNIFORMS	-	-	300	-	300	300	300
331	GAS, OIL & FUEL	590	1,188	1,800	1,190	1,500	1,500	1,500
513	LIABILITY INSURANCE	300	300	1,100	1,100	900	900	900
798	VISA/MC CHARGE FEES	-	-	100	-	-	-	-
799	SUNDRY	-	163	300	220	300	300	300
940	TRANSFER TO CAPITAL	-	-	190,000	190,000	10,000	10,000	10,000
	TOTAL TRAFFIC	**238,824**	**391,150**	**659,100**	**666,610**	**543,800**	**559,300**	**559,300**

DRAFT

JUVENILE COURT

PURPOSE STATEMENT

THE JUVENILE COURT MAINTAINS THE MUNICIPAL TRAFFIC VIOLATIONS ISSUED TO MINOR DRIVERS FOR OFFENSES AGAINST THE TOWN'S MUNICIPAL ORDINANCES. THIS INCLUDES THOSE STATE LAW PROVISIONS KNOWN AS THE RULES OF THE ROAD. THE COURT PROVIDES FOR TRIAL AND ADJUDICATION OF THESE OFFENSES AND THE DEPARTMENT COLLECTS ALL FINES, COSTS, FEES AND TAXES AS A RESULT OF THE DISPOSITIONS IN THESE CASES. THE COURT REMITS THESE FEES TO THE RESPECTIVE GOVERNMENT AGENCIES, TO INCLUDE THOSE THAT ARE FORWARDED TO THE TOWN AND THE STATE OF TENNESSEE.

MAJOR HIGHLIGHTS

CONSOLIDATED INTO TRAFFIC DEPARTMENT.

PERFORMANCE MEASURES

	Calendar Year				
	2020	**2021**	**2022**	**2023**	**2024**
SERVICE QUALITY					
NUMBER OF JUVENILE ARR. DOCKETS	10	N/A	N/A	N/A	N/A
NUMBER OF JUVENILE RETURN DOCKETS	10	N/A	N/A	N/A	N/A

WORKLOAD INDICATOR

	Calendar Year				
	2020	**2021**	**2022**	**2023**	**2024**
TOTAL CASES (DOCKET COUNT)	634	N/A	N/A	N/A	N/A
TOTAL VIOLATIONS DISPOSITIONS	611	N/A	N/A	N/A	N/A
TRAFFIC SCHOOL REGISTERED	52	N/A	N/A	N/A	N/A

DRAFT

PROBATION

PURPOSE STATEMENT

THE PROBATION DEPARTMENT STRIVES TO ACHIEVE EXCELLENCE IN COMMUNITY SUPERVISION BY PROVIDING THE HIGHEST QUALITY SERVICES TO THE COURT, VICTIMS, OFFENDERS, THEIR FAMILIES, AND THE COMMUNITY.

MAJOR HIGHLIGHTS

WE IMPLEMENTED A MORE EFFECTIVE AND UPDATED CORRECTIONS SOFTWARE. WE ALSO ATTENDED COMMUNITY SERVICE TRAINING TO ADVANCE EACH OFFICERS COMMUNICATION AND DE-ESCALATION SKILLS. WE OFFER MORE CLASSES, SCREENS, AND EVALUATIONS AT AFFORDABLE PRICES TO HELP OUR CASELOADS SUCCEED.

WORKLOAD INDICATOR

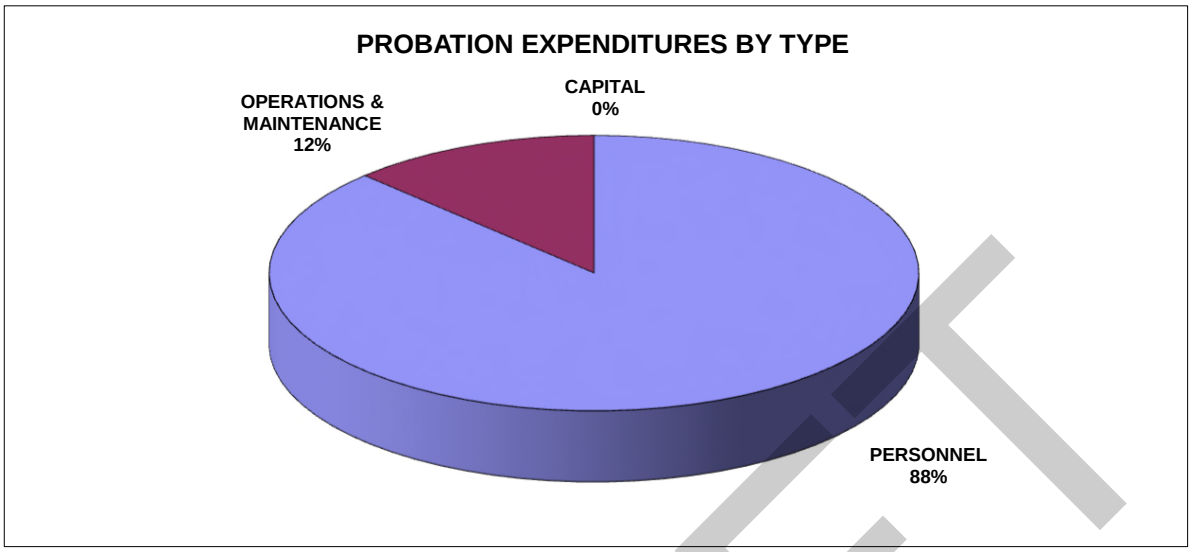
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
CASES CLOSED SUCCESSFULLY	33	30	43	60	131
TOTAL # OF CASES BEING SUPERVISED	433	399	387	431	298

PERSONNEL

		Fiscal Year				
STATUS	**POSITION**	**22-23**	**23-24**	**24-25**	**25-26**	**26-27**
F	CHIEF PROBATION OFFICER	1	1	1	1	1
F	PROBATION OFFICER	2	2	2	2	2
	TOTAL POSITIONS	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**
	FTE	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**

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PROBATION



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	162,761	222,765	276,000	262,580	260,100	260,100	260,100
OPERATIONS & MAINTENANCE	74,708	61,444	50,000	36,460	37,100	37,100	37,100
CAPITAL	-	-	60,000	47,700	-	-	-

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41250								
111	SALARIES	102,232	144,892	173,100	167,030	162,500	162,500	162,500
112	OVERTIME	587	84	4,200	400	1,200	1,200	1,200
141	OASI (EMPLOYER'S SHARE)	7,593	10,852	13,600	12,420	13,600	13,600	13,600
142	HEALTH INSURANCE	44,216	56,022	70,900	70,900	69,600	69,600	69,600
143	RETIREMENT/PENSION	6,686	9,123	11,900	9,750	10,700	10,700	10,700
145	OTHER INSURANCE	647	992	1,500	1,270	1,500	1,500	1,500
146	WORKER'S COMPENSATION	800	800	800	810	1,000	1,000	1,000
151	EMP. EDUCATION & TRAINING	-	385	400	390	600	600	600
190	EMPLOYMENT TESTING	134	176	-	-	-	-	-
212	POSTAGE- PROBATION	6	205	100	220	100	100	100
269	REPAIR & MAINTENANCE	-	8,031	-	100	-	-	-
289	TRAVEL	46	-	-	-	3,500	3,500	3,500
293	CONTRACTUAL SERVICES	72,442	48,523	45,500	30,060	27,400	27,400	27,400
321	OPERATING SUPPLIES	2,080	3,623	2,100	3,890	3,800	3,800	3,800
332	GAS, OIL & FUEL	-	204	100	-	100	100	100
513	LIABILITY INSURANCE	-	-	1,500	1,500	1,300	1,300	1,300
799	SUNDRY	-	297	300	300	300	300	300
940	TRANSFER TO CAPITAL	-	-	60,000	47,700	0	-	-
	TOTAL PROBATION	**237,469**	**284,209**	**386,000**	**346,740**	**297,200**	**297,200**	**297,200**

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INFORMATION SERVICES

PURPOSE STATEMENT

MISSION: TO SERVE OUR CITIZENS BY DELIVERING COST-EFFECTIVE, RELIABLE AND SECURE IT SERVICES TO ALL TOWN OF SMYRNA DEPARTMENTS AND BUSINESS PARTNERS.

VISION: TO BE A LEADER IN THE DELIVERY OF COLLABORATIVE TECHNOLOGY SOLUTIONS THAT SIMPLIFY CITIZEN ACCESS TO INFORMATION AND TOWN OF SMYRNA SERVICES.

THE INFORMATION SERVICES TEAMS GUIDING PRINCIPLES:
- WE SERVE THE CITIZENS OF THE TOWN OF SMYRNA AND THE DEPARTMENTS THAT SERVE THEM.
- WE PROTECT THE TOWN OF SMYRNA INFORMATION AND ASSETS AS OUR TOP PRIORITY.
- WE PROVIDE COST-EFFECTIVE & RELIABLE SERVICES WITH A FOCUS ON THE CUSTOMER EXPERIENCE
- WE MINIMIZE COMPLEXITY BY CONSOLIDATING AND STANDARDIZING ON CORE TECHNOLOGIES AND SKILLS
- WE WILL DO IT RIGHT THE FIRST TIME.

MAJOR HIGHLIGHTS

IT SECURITY - CYBERSECURITY CONTINUES TO BE A PRIMARY FOCUS. IMPLEMENTED A NEW FIREWALL THAT SETS A NEW STANDARD. SUCCESSFULLY COMPLETED THE ANNUAL EMPLOYEE SECURITY AWARENESS TRAINING. WE ALSO COMPLETED THE NATIONAL CYBER SECURITY REVIEW FOR THE YEAR.

IT FISCAL RESPONSIBILITY - CONTINUE TO LOOK AT OPTIMIZING THE PERSONAL COMPUTING FLEET. WE APPLIED FOR AND WERE AWARDED A FY23 SLGCG GRANT WORTH IN EXCESS OF $100,000 IN VALUE TO THE TOWN.

IT SYSTEMS LIFECYCLE MANAGEMENT - CONTINUE TO OPTIMIZE AND UPGRADE THE TOWN WEBSITE. IMPLEMENTED THE RECITE ME TOOLS TO HELP US MEET THE ADA COMPLIANCE REQUIREMENTS. UPGRADED PHONE SYSTEM. OPTIMIZED THE CALL DELIVERY SERVICE TO SIP TECHNOLOGY. INSTALLED A NEW STORAGE TECHNOLOGY TO HOLD AND MANAGE THE UNSTRUCTURED DATA. UPGRADED BUILDING VIDEO SECURITY SYSTEMS FOR BOTH THE JUSTICE CENTER AND SOAC.

IT BUSINESS CONTINUITY - PREPARED THE NEW FIRE HALL 4 DATA CENTER FOR USE AS OUR SECONDARY LOCATION. PARTNERED WITH LUMEN AND HAVE INSTALLED INTERNET AND PHONE CIRCUITS THAT WILL PROVIDE COMPLETE PROTECTION FROM A LOSS OF 1 OF THE 2 FACILITIES ONCE THE DATA CENTER DIRECT CONNECTION IS CORRECTED AND WE COMPLETE THE EQUIPMENT MIGRATION TO FIRE HALL 4

GOVERNMENT COLLABORATION - CONTINUES TO SUPPORT COLLABORATION WITH OTHER AGENCIES. PARTICIPATED IN THE PUBLIC SECTOR TECHNOLOGY SUMMIT AND SHARED IN TECHNOLOGY DISCUSSIONS AND REVIEWS WITH OTHER AGENCIES.

PERFORMANCE MEASURES

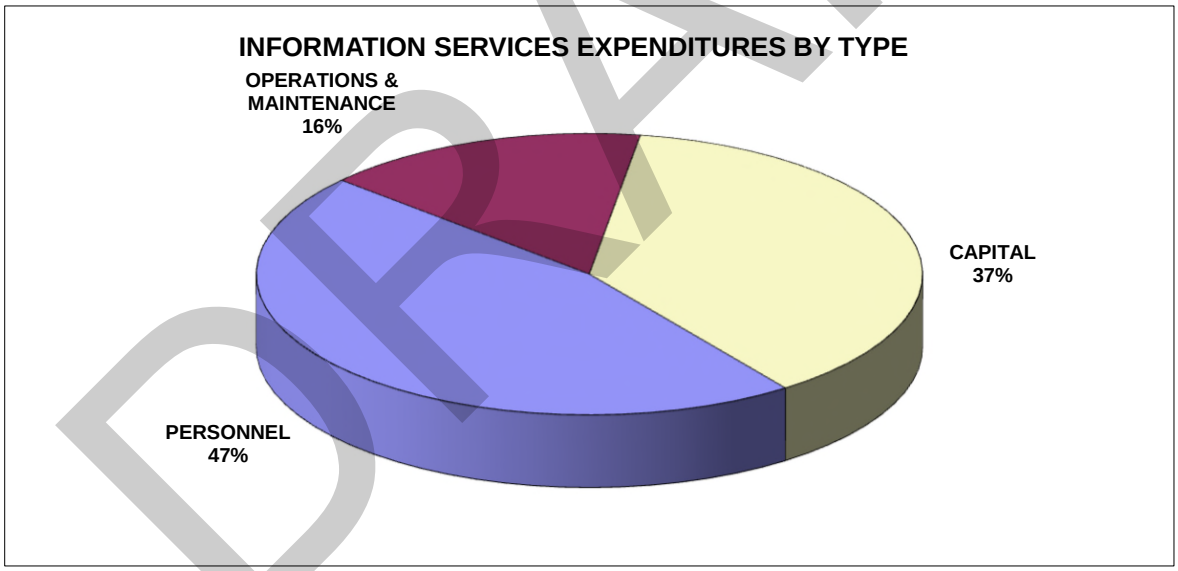
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
% OF WORK ORDERS ANSWERED IN 4 HOURS	99%	99%	99%	99%	99%
% OF WORK ORDERS COMPLETED ON TIME	99%	99%	99%	99%	99%
SERVICE QUALITY					
NETWORK UPTIME PERCENTAGE	99.99%	99.90%	99.95%	99.98%	99.98%
NETWORK SERVICE INTERRUPTIONS	2	8	3	1	1
TELEPHONE SYSTEM UPTIME PERCENTAGE	99.99%	99.99%	99.99%	99.99%	99.98%
% OF SYSTEMS W/O CATASTROPHIC FAILURE	99%	99%	99%	99%	99%

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INFORMATION SERVICES

WORKLOAD INDICATOR	Calendar Year				
	2021	2022	2023	2024	2025
WORK ORDERS SERVICED	1,784	2,578	2,224	3,375	3,891
SERVERS MANAGED	86	85	85	85	84
WORKSTATIONS MANAGED	473	475	473	472	488
SITES SUPPORTED	22	22	22	23	23
NUMBER OF PHONES MANAGED	N/A	N/A	N/A	343	348
NUMBER OF EMAIL ACCOUNTS SUPPORTED	N/A	N/A	N/A	513	535

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	IT DIRECTOR	1	1	1	1	1
F	APPLICATIONS DEVELOPER	2	2	2	2	2
F	IT MANAGER	0	0	0	0	0
F	NETWORK/SYSTEM ADMINISTRATOR	1	1	1	2	2
F	COMPUTER SYSTEMS ANALYST	0	1	1	0	0
F	IT SUPERVISOR	1	1	1	1	1
F	IT TECHNICIAN II	1	0	0	1	2
F	IT TECHNICIAN	1	2	2	1	0
	TOTAL POSITIONS	**7.0**	**8.0**	**8.0**	**8.0**	**8.0**
	FTE	**7.0**	**8.0**	**8.0**	**8.0**	**8.0**



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	884,240	1,030,409	1,133,600	1,138,810	1,198,800	1,198,800	1,198,800
OPERATIONS & MAINTENANCE	198,235	243,818	393,100	326,440	406,700	406,700	406,700
CAPITAL	208,904	647,575	968,500	708,200	965,400	965,400	965,400

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INFORMATION SERVICES

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41640								
111	SALARIES	633,628	752,775	810,200	817,810	859,900	859,900	859,900
112	OVERTIME	7,339	12,547	9,200	12,120	15,100	15,100	15,100
141	OASI (EMPLOYER'S SHARE)	47,710	56,604	62,700	61,380	67,000	67,000	67,000
142	HEALTH INSURANCE	142,682	145,829	184,600	184,600	181,200	181,200	181,200
143	RETIREMENT/PENSION	41,246	50,457	53,200	49,970	59,300	59,300	59,300
145	OTHER INSURANCE	4,635	5,197	6,300	5,730	6,600	6,600	6,600
146	WORKER'S COMPENSATION	7,000	7,000	7,400	7,200	9,700	9,700	9,700
148	EMPLOYEE EDUCATION AND TRAINING	6,790	8,390	19,000	8,400	16,500	16,500	16,500
245	TELEPHONE SERVICES	5,931	4,663	5,000	5,200	5,000	5,000	5,000
261	REPAIR & MAINTENANCE/VEHICLES	914	-	500	850	500	500	500
269	REPAIR & MAINTENANCE/OTHER	1,378	2,596	2,500	1,760	2,500	2,500	2,500
290	CONTRACTUAL SERVICES	175,200	222,406	350,000	298,860	367,500	367,500	367,500
320	OPERATING SUPPLIES	4,656	2,476	8,000	3,650	7,200	7,200	7,200
331	GAS, OIL & FUEL	497	489	500	290	300	300	300
512	VEHICLE INSURANCE	1,500	1,500	1,200	1,200	1,800	1,800	1,800
513	LIABILITY INSURANCE	1,100	1,100	6,000	6,000	5,000	5,000	5,000
799	SUNDRY	269	198	400	230	400	400	400
940	TRANSFER TO CAPITAL	208,904	647,575	968,500	708,200	965,400	965,400	965,400
	TOTAL INFORMATION SERVICES	**1,291,379**	**1,921,802**	**2,495,200**	**2,173,450**	**2,570,900**	**2,570,900**	**2,570,900**

DRAFT

PLANNING & CODES

PURPOSE STATEMENT

THE PLANNING & CODES DEPARTMENTS PROVIDE TECHNICAL ASSISTANCE TO THE SMYRNA MUNICIPAL PLANNING COMMISSION, THE BOARD OF ZONING APPEALS, THE HISTORIC ZONING COMMISSION, CONSTRUCTION BOARD OF APPEALS, AND THE TOWN COUNCIL TO ENSURE THAT ALL NEW RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL DEVELOPMENTS MEET THE GUIDELINES SET FORTH IN THE ZONING ORDINANCE, SUBDIVISION REGULATIONS, DESIGN REVIEW MANUAL, HISTORIC DISTRICT DESIGN GUIDELINES, SIGN ORDINANCE, AND THE ADOPTED BUILDING AND LIFE SAFETY CODES TO SAFEGUARD NEIGHBORHOODS, THE COMMUNITY, AND THE INVESTMENTS OF CITIZENS. THE DEPARTMENTS ALSO PROVIDE MAPPING ASSISTANCE AND COORDINATE THE LONG RANGE PLANNING ACTIVITIES OF THE TOWN.

MAJOR HIGHLIGHTS

- IMPLEMENTATION OF A SIGN AUDIT/INSPECTION PROGRAM, EXPANSION OF EXISTING PERMITTING, AND COMMUNITY OUTREACH PROGRAMS. THE BUDGET INCLUDES COMPLETION OF THE COMPREHENSIVE PLAN UPDATE.

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
ADDRESS PLATS WITHIN FIVE WORKING DAYS OF RECEIPT OF RECORDED PLAT	100%	100%	100%	100%	100%
PERFORM REQUESTED SITE PLAN INSPECTIONS WITHIN ONE WORKING DAY	100%	100%	100%	100%	100%
BUILDING PERMITS ISSUED IN THREE DAYS	100%	100%	100%	100%	100%
BUILDING INSPECTIONS IN ONE DAY	98%	98%	90%	90%	90%
ELECTRIC INSPECTIONS IN ONE DAY	92%	92%	60%	70%	98%
CODE COMPLAINTS RESPONDED TO WITHIN 5 DAYS	100%	100%	100%	100%	100%
PLANS REVIEW COMPLETED IN TEN DAYS	100%	100%	100%	90%	90%
SERVICE QUALITY					
RESPOND TO ALL CUSTOMER REQUESTS WITHIN ONE WORKING DAY	100%	100%	100%	100%	100%

WORKLOAD INDICATOR

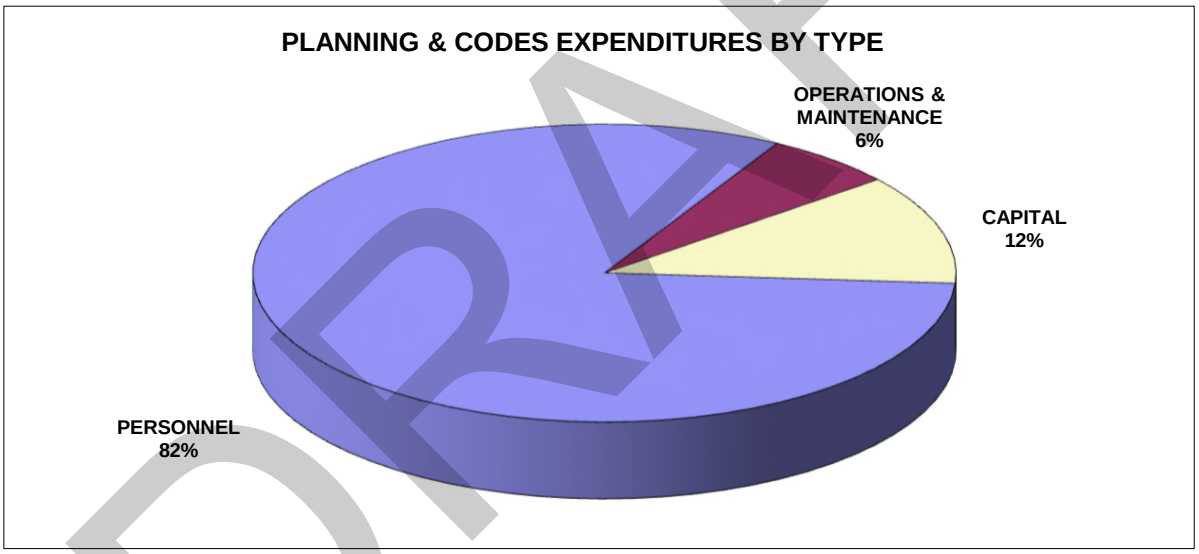
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
BUILDING PERMITS ISSUED	978	672	1,431	1,413	1,349
BUILDING INSPECTIONS	13,726	10,780	7,187	8,276	7,065
ELECTRIC INSPECTIONS	6,279	5,447	6,391	7,570	7,577
CODE INSPECTIONS	1,574	3,175	2,775	2,420	2,098
PLANS REVIEW	138	128	98	98	99
LOTS REVIEWED	1,700	1,204	1,303	3,082	2,022
SITE PLANS REVIEWED	50	55	40	29	40
ZONING/ANNEXATION REQUESTS	37	41	33	34	28
OTHER*	12	3	10	9	13
SIGN VARIANCES	0	0	2	2	3
SETBACK VARIANCES	9	6	11	8	5
SPECIAL EXCEPTIONS	7	12	8	6	9
OTHER**	3	4	1	0	0

* INCLUDES ORDINANCE AMENDMENTS, PLANS, PLANS OF SERVICE, STREET CLOSURES, ETC.

** INCLUDES ACCESSORY STRUCTURE SIZE VARIANCES, HEIGHT VARIANCES, ETC.

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PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	BUILDING OFFICIAL	1	1	1	1	1
F	ADMINISTRATIVE ASSISTANT	2	2	2	2	1
F	BUILDING INSPECTOR	3	3	3	3	3
F	CODES INSPECTOR	2	2	2	3	3
F	ELECTRICAL INSPECTOR	2	2	2	4	3
P	ELECTRICAL INSPECTOR	1	1	1	0	0
F	PLANS EXAMINER & COMMERICAL INSPECTOR	1	1	1	1	1
F	PRINCIPAL PLANNER	0	0	0	1	1
F	TOWN PLANNER	1	1	1	1	1
F	OFFICE COORDINATOR	1	1	1	1	2
F	PERMIT TECHNICIAN	0	0	0	0	0
F	PLANNER	1	1	1	1	1
F	PLANNING TECHNICIAN	1	1	1	1	1
	TOTAL POSITIONS	**16.0**	**16.0**	**16.0**	**19.0**	**18.0**
	FTE	**15.8**	**15.8**	**15.8**	**19.0**	**18.0**



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	1,383,039	1,487,418	1,894,100	1,734,290	2,102,500	2,102,500	2,102,500
OPERATIONS & MAINTENANCE	122,299	133,864	158,500	193,610	154,400	154,400	154,400
CAPITAL	32,712	225,513	283,500	179,100	305,400	305,400	305,400

DRAFT

PLANNING & CODES

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41700								
111	SALARIES	953,739	1,032,028	1,221,400	1,123,000	1,365,100	1,365,100	1,365,100
112	OVERTIME	3,181	8,174	23,700	6,400	9,800	9,800	9,800
141	OASI (EMPLOYER'S SHARE)	70,298	77,027	95,300	83,200	105,200	105,200	105,200
142	HEALTH INSURANCE	263,945	272,894	410,100	410,100	455,700	455,700	455,700
143	RETIREMENT/PENSION	72,752	77,726	90,600	75,260	99,500	99,500	99,500
145	OTHER INSURANCE	6,724	7,169	9,200	8,230	10,900	10,900	10,900
146	WORKER'S COMPENSATION	12,400	12,400	43,800	28,100	56,300	56,300	56,300
148	EMPLOYEE EDUCATION AND TRAINING	3,141	6,605	9,300	9,800	8,700	8,700	8,700
161	BOARD AND COMMITTEE MEMBERS	-	-	400	120	400	400	400
190	EMPLOYMENT TESTING	685	225	-	-	-	-	-
211	POSTAGE	2,120	2,197	2,000	2,860	2,000	2,000	2,000
220	PRINTING & DUPLICATION	2,121	1,218	2,600	1,220	2,600	2,600	2,600
235	PROFESSIONAL ASSOCIATIONS	2,439	1,708	1,900	2,420	2,300	2,300	2,300
237	ADVERTISING/LEGAL	-	270	200	170	200	200	200
245	TELEPHONE SERVICES	7,499	8,064	5,000	8,270	7,600	7,600	7,600
261	REPAIR & MAINTENANCE/VEHICLES	3,370	4,465	5,000	2,300	5,000	5,000	5,000
269	REPAIR & MAINTENANCE/OTHER	-	2,542	200	-	200	200	200
289	TRAVEL	1,124	1,127	4,600	4,600	6,100	6,100	6,100
290	CONTRACTUAL SERVICES	59,821	64,764	71,600	110,490	72,000	72,000	72,000
292	COMMUNITY APPEARANCE	3,485	5,025	7,000	7,430	10,000	10,000	10,000
320	OPERATING SUPPLIES	6,628	7,815	6,500	6,860	6,000	6,000	6,000
326	CLOTHING AND UNIFORMS	995	1,522	1,400	1,170	1,100	1,100	1,100
331	GAS, OIL & FUEL	12,253	9,221	12,000	7,200	8,000	8,000	8,000
512	VEHICLE INSURANCE	5,900	5,900	7,000	7,000	10,400	10,400	10,400
513	LIABILITY INSURANCE	10,100	10,100	21,200	21,200	11,200	11,200	11,200
799	SUNDRY	618	1,096	600	500	600	600	600
940	TRANSFER TO CAPITAL	32,712	225,513	283,500	179,100	305,400	305,400	305,400
	TOTAL PLANNING & CODES	**1,538,050**	**1,846,795**	**2,336,100**	**2,107,000**	**2,562,300**	**2,562,300**	**2,562,300**

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PURPOSE STATEMENT

THE PUBLIC WORKS DEPARTMENT PROVIDES ENGINEERING AND TECHNICAL SUPPORT SERVICES TO ALL DEPARTMENTS WITHIN THE TOWN OF SMYRNA. THE DEPARTMENT HAS MANAGEMENT RESPONSIBILITY FOR THE FOLLOWING DEPARTMENTS: STREETS, VEHICLE MAINTENANCE, STORM WATER, BUILDING & GROUNDS MAINTENANCE, AND MAPLEVIEW CEMETERY.

MAJOR HIGHLIGHTS

PUBLIC WORKS HAS COMPLETED THE PLANNING GRANT FROM SAFE STREETS FOR ALL AND SUBMITTED FOR IMPLEMENTATION GRANT FUNDS. WE HAVE APPROVAL ON NEPA DOCUMENTS FOR ENON SPRINGS, OLD NASHVILLE HIGHWAY, AND LOWRY STREET SIDEWALK PROJECTS AND ARE WORKING ON DESIGN PHASE FOR EACH PROJECT. CURRENTLY WE ARE IN ROW PHASE FOR THE FLORENCE ROAD SIDEWALK PROJECT AND COMPLETING THE RIGHT OF WAY ACQUISITION FOR A SIDEWALK ALONG ROCK SPRINGS ROAD AND A PARKING LOT NEAR DOWNTOWN.

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
RESPOND TO PHONE CALLS IN 24 HOURS	98%	98%	99%	98%	90%
RESPOND TO INFORMATION REQUESTS IN 48 HOURS	99%	100%	100%	99%	88%
RESPOND TO CITIZENS & INTERNAL DEPTS IN 72 HOURS	100%	99%	100%	99%	99%
SERVICE QUALITY					
TRACK CALLS AND FOLLOW-UP INFO TO RESOLUTION	100%	100%	100%	99%	99%

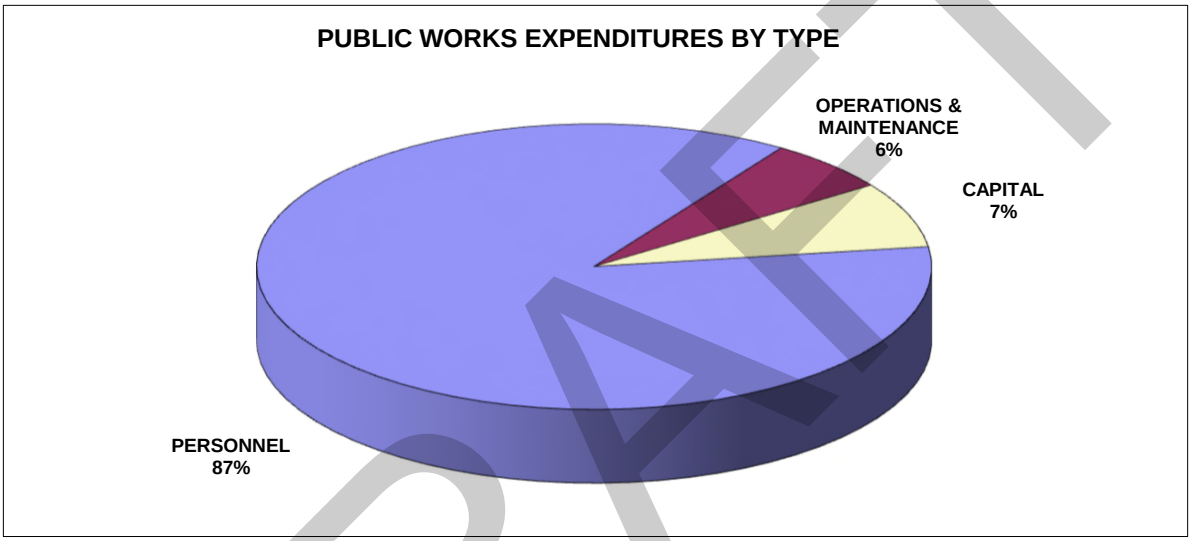
WORKLOAD INDICATOR

PROJECT	**STATUS**
STORMWATER UPGRADES	REPAIRS TO MULTIPLE SINKHOLES, DITCHES, & CULVERTS
PAVING & REPAIRS	MILLED & RESURFACED 23 LANE MILES OF ROAD
BRIDGES/GUARDRAILS/SIDEWALK PROJECTS	REPLACED GUARDRAILS IN MULTIPLE LOCATIONS
AVG. OF 80-90 ONGOING PROJECTS UNDER INSP	OVERSEE AN AVERAGE OF 1,000 ACRES OF DEVELOPMENT
PLANNING COMMISSION / STAFF SUPPORT	REVIEW PLATS, SITE PLANS, ETC
STORM WATER MANAGEMENT PROGRAM	ADOPT A HIGHWAY, ADOPT A STREAM, & BOAT DAY
TRAFFIC MANAGEMENT	CONNECTING TRAFFIC SIGNALS TO TOC
ITS PHASES 1 & 2	COMPLETE
ENON SPRINGS WEST EXTENSION	COMPLETE
MASTER STORM PROJECT	ON GOING
SAM RIDLEY WIDENING	PHASE 1 COMPLETE
SAM RIDLEY AT ONH INTERSECTION	UNDER CONSTRUCTION
WASHINGTON STREET PEDESTRIAN CROSSING	COMPLETE
FLORENCE ROAD SIDEWALKS	ROW ACQUISITION
ONH SIDEWALK (ST MICHAEL TO ST LUKES	ROW ACQUISITION
ENON SPRINGS SIDEWALKS - TDOT GRANT	DESIGN PHASE
OLD NASH HWY - TDOT GRANT	DESIGN PHASE
SPRING HILL DRIVE EXTENSION	COMPLETE
LOWRY STREET PHASE II	DESIGN PHASE
ITS PHASES 3, 4, AND 5	UNDER CONSTRUCTION

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PUBLIC WORKS

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	DIRECTOR OF PUBLIC WORKS	1	1	1	1	1
F	TOWN ENGINEER	1	1	1	1	1
F	OFFICE COORDINATOR	1	1	1	1	1
F	TRAFFIC OPERATIONS MANAGER	0	0	0	0	1
F	TRAFFIC OPERATOR	1	1	1	1	0
F	TRAFFIC TECHNICIAN	0	0	0	0	1
	TOTAL POSITIONS	**4.0**	**4.0**	**4.0**	**4.0**	**5.0**
	FTE	**4.0**	**4.0**	**4.0**	**4.0**	**5.0**



DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	513,949	572,971	635,100	631,440	873,300	873,300	873,300
OPERATIONS & MAINTENANCE	25,636	49,477	71,100	53,800	60,100	60,100	60,100
CAPITAL	268,833	100,900	85,400	85,700	75,200	75,200	75,200

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ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41720								
111	SALARIES	377,002	424,698	465,300	461,360	628,500	628,500	628,500
112	OVERTIME	2,502	5,525	3,600	6,540	9,600	9,600	9,600
141	OASI (EMPLOYER'S SHARE)	28,227	32,126	35,900	34,980	48,100	48,100	48,100
142	HEALTH INSURANCE	66,507	67,458	85,800	85,800	138,200	138,200	138,200
143	RETIREMENT/PENSION	34,952	38,267	38,900	37,500	42,000	42,000	42,000
145	OTHER INSURANCE	2,859	2,997	3,600	3,310	4,600	4,600	4,600
146	WORKER'S COMPENSATION	1,900	1,900	2,000	1,950	2,300	2,300	2,300
148	EDUCATION & TRAINING	1,087	2,241	1,000	2,250	2,000	2,000	2,000
149	EDUCATION & TRAINING-ENGINEERING	-	-	100	-	-	-	-
211	POSTAGE	330	212	200	240	100	100	100
234	PROFESSIONAL ASSOC. -ENGINEERING	140	357	200	-	-	-	-
235	PROFESSIONAL ASSOCIATIONS	348	474	200	530	100	100	100
237	ADVERTISING/LEGAL	-	168	100	-	-	-	-
245	TELEPHONE SERVICES	1,390	1,412	1,100	1,370	1,500	1,500	1,500
246	TELEPHONE SERVICES-ENGINEERING	396	432	400	440	-	-	-
254	ARCHITECTURAL/ENGINEERING	6,120	12,299	16,000	6,700	10,000	10,000	10,000
261	REPAIR & MAINTENANCE - VEHICLES	375	-	300	-	-	-	-
282	EMPLOYEE AUTOMOBILE ALLOWANCE	-	222	9,600	-	-	-	-
289	TRAVEL	-	-	-	-	2,500	2,500	2,500
290	CONTRACTUAL SERVICES	786	18,345	20,000	18,210	22,700	22,700	22,700
320	OPERATING SUPPLIES	3,123	2,662	1,500	2,100	1,500	1,500	1,500
326	CLOTHING & UNIFORMS	764	65	-	-	1,500	1,500	1,500
331	GAS, OIL & FUEL	5,557	5,018	1,600	3,250	1,500	1,500	1,500
332	GAS, OIL & FUEL-ENGINGEERING	3,005	3,130	-	-	-	-	-
341	TRAFFIC OPERATOR EQUIPMENT	305	251	200	260	500	500	500
512	VEHICLE INSURANCE	500	500	1,200	1,200	1,800	1,800	1,800
513	LIABILITY INSURANCE	600	600	16,400	16,400	13,400	13,400	13,400
799	SUNDRY	810	1,089	1,000	850	1,000	1,000	1,000
940	TRANSFER TO CAPITAL	268,833	100,900	85,400	85,700	75,200	75,200	75,200
	TOTAL PUBLIC WORKS	**808,418**	**723,348**	**791,600**	**770,940**	**1,008,600**	**1,008,600**	**1,008,600**

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ADMINISTRATION

PURPOSE STATEMENT

THE ADMINISTRATION DEPARTMENT PROVIDES LEADERSHIP AND SUPPORT SERVICES TO ENSURE THAT ALL TOWN ACTIVITIES ARE ADMINISTERED IN A FAIR AND CONSISTENT MANNER FOR ALL CITIZENS AND THAT THE POLICIES DEVELOPED BY THE TOWN COUNCIL ARE IMPLEMENTED EFFECTIVELY AND EFFICIENTLY.

MAJOR HIGHLIGHTS

- TOWN MANAGER & ASSISTANT TOWN MANAGER GRADUATED FROM CERTIFIED PUBLIC MANAGER PROGRAM, AND EXECUTIVE ASSISTANT GRADUATED FROM ADMINISTRATIVE PROFESSIONALS ACADEMY; BOTH THROUGH UT INSTITUTE FOR PUBLIC SERVICE
- TOWN CLERK COMPLETED MTAS MUNICIPAL LEADERSHIP PROGRAM
- PIO ATTENDED NATIONAL INFORMATION OFFICERS ASSOCIATION ANNUAL CONFERENCE
- DEVELOPED AND LAUNCHED INAUGURAL CITIZENS ACADEMY
- ORGANIZED & HOSTED INAUGURAL ROAD SHOW
- COUNCIL PRIORITIES IDENTIFIED FOR DEVELOPING ACTIONABLE STRATEGIES FOR DEPARTMENTS
- FACILITATED TOWN-WIDE REFRESHER TRAINING ON OPEN RECORDS & OPEN MEETINGS ACT
- IMPLEMENTED VARIOUS SOFTWARE THROUGH CIVICPLUS TO IMPROVE EFFICIENCY, TRANSPARENCY, AND PUBLIC ENGAGEMENT WITH OPEN RECORDS REQUESTS, AGENDA MANAGEMENT, MUNICODE AND 311 CRM CAPABILITY
- PLANNED & EXECUTED VARIOUS TOWN EVENTS, INCLUDING: TOWN COUNCIL BUDGET RETREAT, CAPT. JEFF KUSS USMC MEMORIAL SCHOLARSHIP, PUBLIC SERVICE RECOGNITION WEEK COOKOUT, MEMORIAL DAY CEREMONY, TOP GUN NIGHT RUN 6K, VETERANS DAY CEREMONY, EMPLOYEE HOLIDAY LUNCHEON, AND TOWN CHRISTMAS PARADE.

PERFORMANCE MEASURES

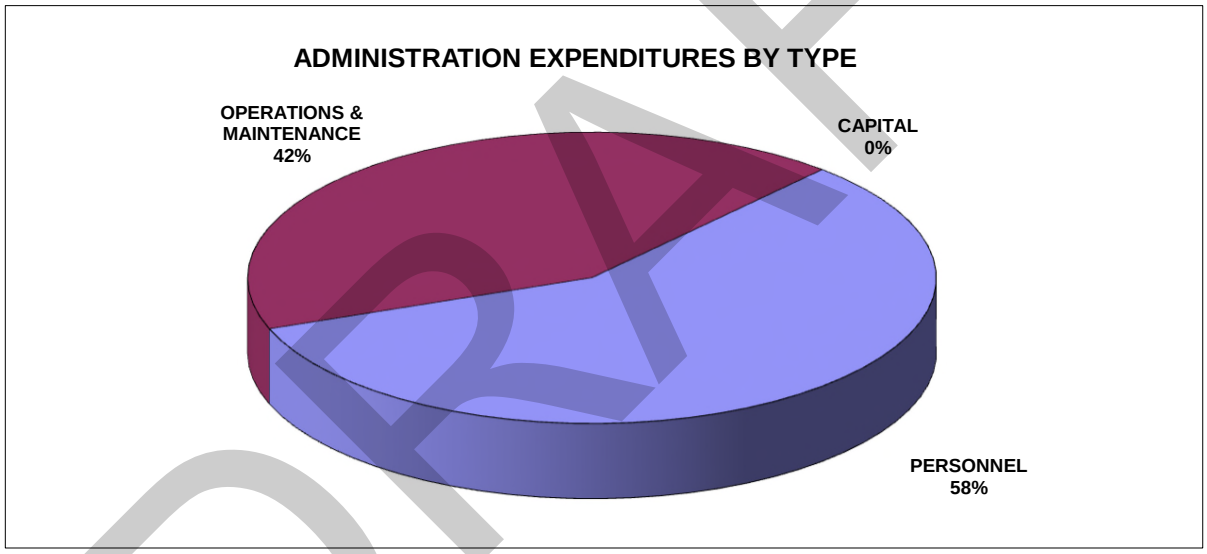
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
POPULATION SERVED PER EMPLOYEE	118	120	121	121	121
SERVICE QUALITY					
% OF AGENDA ITEMS PROVIDED TO COUNCIL WITHIN 4 DAYS PRIOR TO MEETING	99.5	99.5	99.5	99.5	99.5

WORKLOAD INDICATOR

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
LINES OF LIABILITY CLAIMES PROCESSED					
WORKERS COMPENSATION	27	32	30	42	28
PROPERTY CLAIMS	8	9	8	7	5
GENERAL LIABILTY PROPERTY DAMAGE	24	8	8	10	2
GENERAL LIABILITY BODILY INJURY	4	2	2	2	0
AUTO LIABILITY PROPERTY DAMAGE	6	3	4	9	9
AUTO LIABILITY BODILY INJURY	0	1	0	0	1
AUTO PHYSICAL DAMAGE	9	13	9	17	21
PROFESSIONAL LIABILITY	0	0	0	0	0
PROFESSIONAL LAW ENFORCEMENT	1	3	0	0	0
EMPLOYMENT PRACTICES LIABILTY	0	0	0	0	0
PUBLIC OFFICAL LIABILITY	0	0	0	0	0
WORKERS COMPENSATION EXCESS LIABILITY	0	0	0	0	0
TOTAL CLAIMES PROCESSED	79	71	61	87	66
TOWN OF SMYRNA NEW VEHICLES PROCESSED	0	18	31	37	35
FMCSA QUERIES FILED	53	51	51	54	66

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PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	TOWN MANAGER	1	1	1	1	1
F	ASSISTANT TOWN MANAGER	1	1	1	1	1
F	GRANTS COORDINATOR	0	0	0	1	1
F	TOWN CLERK	1	1	1	1	1
F	ADMINISTRATIVE ASSISTANT	0	0	0	1	1
F	EXECUTIVE ASSISTANT	1	1	1	1	1
F	PUBLIC INFORMATION OFFICER	1	1	1	1	1
F	MEDIA PROGRAM PRODUCER	1	1	1	1	1
F	TOWN ATTORNEY	1	1	1	1	1
F	ASSISTANT TOWN ATTORNEY	0	1	1	0	0
F	SAFETY/LOSS CONTROL MANAGER	1	1	1	1	1
F	STAFF ATTORNEY	1	0	0	1	1
F	PARALEGAL	1	1	1	1	1
	TOTAL POSITIONS	**10.0**	**10.0**	**10.0**	**12.0**	**12.0**
	FTE	**10.0**	**10.0**	**10.0**	**11.0**	**11.0**



DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	1,473,720	1,541,117	1,960,500	1,906,760	2,155,700	2,155,700	2,155,700
OPERATIONS & MAINTENANCE	813,990	889,116	1,415,300	847,740	2,067,900	1,585,300	1,585,300
CAPITAL	149,446	21,023	146,200	201,200	-	-	-

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ADMINISTRATION

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41990								
111	SALARIES	1,136,399	1,186,374	1,464,800	1,446,800	1,630,500	1,630,500	1,630,500
112	OVERTIME	449	1,295	2,300	220	1,300	1,300	1,300
141	OASI (EMPLOYER'S SHARE)	81,256	88,094	112,300	98,000	123,800	123,800	123,800
142	HEALTH INSURANCE	183,927	194,120	282,400	282,400	291,000	291,000	291,000
143	RETIREMENT/PENSION	57,007	56,693	78,100	61,480	87,800	87,800	87,800
145	OTHER INSURANCE	7,882	7,741	10,200	9,250	10,800	10,800	10,800
146	WORKER'S COMPENSATION	6,800	6,800	10,400	8,610	10,500	10,500	10,500
148	EMPLOYEE EDUCATION & TRAINING	4,275	881	3,200	1,660	3,200	3,200	3,200
149	EMP EDUC & TRAINING - ATTORNEY	-	100	2,700	420	2,700	2,700	2,700
150	EMP. EDUCATION & TRAINING - PIO	-	-	500	-	500	500	500
151	EMP. EDUCATION & TRAINING - TOWN CLERK	-	-	-	-	1,100	1,100	1,100
190	EMPLOYMENT TESTING	300	256	-	220	-	-	-
211	POSTAGE	2,650	2,628	2,700	1,930	2,700	2,700	2,700
220	PRINTING & DUPLICATION	774	179	3,000	440	2,500	2,500	2,500
232	MEMBERSHIP/REG. FEES - PIO	-	-	-	-	100	100	100
233	MEMBERSHIP/REG. FEES - TOWN CLERK	-	-	-	100	600	600	600
234	MEMBERSHIP/REG. FEES - ATTORNEY	3,613	2,993	4,000	3,990	3,900	3,900	3,900
235	PROFESSIONAL ASSOCIATIONS	65,868	87,919	73,600	82,580	72,000	72,000	72,000
236	ADVERTISING & PROMOTIONS	660	10	20,000	100	1,300	1,300	1,300
237	ADVERTISING/LEGAL	11,838	9,048	20,000	9,570	20,000	10,000	10,000
241	UTILITY SERVICES	147,272	162,222	150,000	168,580	150,000	150,000	150,000
245	TELEPHONE SERVICES	3,944	6,234	35,000	5,480	35,000	6,000	6,000
246	TELEPHONE SERVICES-ATTORNEY	2,793	3,333	2,800	3,290	2,800	2,800	2,800
252	LEGAL SERVICES	92,774	12,909	45,000	25,000	45,000	45,000	45,000
253	AUDIT SERVICES	36,716	37,270	63,000	37,150	63,000	40,000	40,000
255	CONTINGENCY	-	-	320,000	-	250,000	200,000	200,000
256	RE-APPRAISAL SERVICES	6,744	-	10,000	10,000	800,000	450,000	450,000
258	RTA/MID CUMBERLAND	-	33	20,000	20,000	20,000	20,000	20,000
261	REPAIR & MAINTENANCE - VEHICLES	-	261	-	510	500	500	500
269	REPAIR & MAINTENANCE - OTHER	213	612	1,000	540	1,000	1,000	1,000
270	REPAIR & MAINTENANCE - PIO	1,055	1,001	1,500	1,180	1,500	-	-
282	EMPLOYEE AUTOMOBILE ALLOWANCE	-	-	14,400	-	-	-	-
285	TRAVEL-PIO	-	-	-	-	4,000	4,000	4,000
286	RETREAT EXPENSE	600	3,020	1,000	3,020	1,000	3,000	3,000
287	TRAVEL-TOWN CLERK	-	-	-	-	4,000	4,000	4,000
288	TRAVEL-ATTORNEY	3,691	3,355	8,700	8,700	12,300	12,300	12,300
289	TRAVEL	233	6,252	5,900	5,900	3,000	3,000	3,000
290	CONTRACTUAL SERVICES	256,314	268,637	295,900	261,440	200,400	200,400	200,400
291	CONTRACTUAL SERVICES - PIO	23,487	32,318	45,100	18,690	50,900	52,500	52,500
292	CONTRACTUAL SERVICES - ATTORNEY	20,026	29,059	22,600	30,600	35,800	35,800	35,800
293	CONTRACTUAL SERVICES - LEASES	803	(239)	5,000	4,370	5,000	5,000	5,000
294	CONTRACTUAL SERVICES - TOWN CLERK	-	-	-	-	80,100	80,100	80,100
295	SPECIAL CENSUS	8,018	68,279	65,000	2,000	-	-	-
320	OPERATING SUPPLIES	26,913	23,137	20,000	21,620	20,000	20,000	20,000
323	OPERATING SUPPLIES - PIO	2,232	1,946	3,000	660	27,000	4,000	4,000
326	CLOTHING AND UNIFORMS	751	293	500	230	1,000	1,000	1,000
331	GAS, OIL & FUEL	7,278	2,587	2,000	1,830	9,500	9,500	9,500
511	BUILDING INSURANCE	8,400	8,400	25,100	25,100	20,400	20,400	20,400
513	LIABILITY INSURANCE	17,200	17,200	36,300	36,300	29,600	29,600	29,600
520	SURETY BOND PREMIUM	4,454	3,685	5,500	4,620	5,500	5,500	5,500
700	EMPLOYEE ACTIVITIES	10,333	44,400	16,000	15,000	14,700	15,000	15,000
701	COMMUNITY ACTIVITIES	2,280	2,349	10,000	6,920	10,000	10,000	10,000
715	ARTS COMMISSION EXPENSES	10,608	6,361	5,000	5,000	4,000	4,000	4,000
795	CREDIT CARD SERVICE CHARGES	240	241	300	250	300	300	300
797	EDUCATION REIMBURSEMENT	10,706	12,539	40,000	12,050	40,000	40,000	40,000
799	SUNDRY	17,934	27,408	10,000	10,700	10,000	10,000	10,000
940	TRANSFER TO CAPITAL	149,446	21,023	146,200	201,200	-	-	-
	TOTAL ADMINISTRATION	**2,437,156**	**2,451,256**	**3,522,000**	**2,955,700**	**4,223,600**	**3,741,000**	**3,741,000**

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PURPOSE STATEMENT

THE BUILDING AND GROUNDS MAINTENANCE DEPARTMENT MAINTAINS ALL PUBLIC BUILDINGS OWNED BY THE TOWN IN A SAFE, EFFICIENT, AND COST EFFECTIVE MANNER. RESPONSIBILITIES ALSO INCLUDE FIFTY ONE SIGNALIZED INTERSECTIONS, NEW CONSTRUCTION SERVICES FOR ALL DEPARTMENTS, AND HOLIDAY LIGHTING.

MAJOR HIGHLIGHTS

MAJOR PROJECTS INCLUDED RENOVATIONS TO BUILDING CODES AND THE JUSTICE CENTER, REPLACEMENT AND REPAIRS TO SEVERAL HVAC UNITS FOR MULTIPLE TOWN BUILDINGS, AND REPAIRED PEDESTRIAN SIGNALS AT MULTIPLE LOCATIONS.

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
IN-HOUSE W/O EMERGENCIES WITHIN 1 HOUR	97%	98%	98%	98%	99%
TRAFFIC LIGHT EMERGENCIES WITHIN 1 HOUR	100%	100%	100%	100%	100%
IN-HOUSE WORK ORDER (NON PRIORITY) IN 1 WEEK	80%	80%	77%	78%	78%
IN-HOUSE WORK ORDER (NON PRIORITY) IN 2 WEEKS	30%	25%	30%	28%	30%
SERVICE QUALITY					
CITIZEN REQUESTS / COMPLAINTS - 8 HOURS	100%	100%	100%	100%	100%
TRACK CALLS, RESPOND, KEEP ON FILE - 1 DAY	84%	83%	95%	92%	93%
CONSTRUCTION SUPPORT FOR OTHER DEPARTMENTS	100%	100%	100%	100%	100%

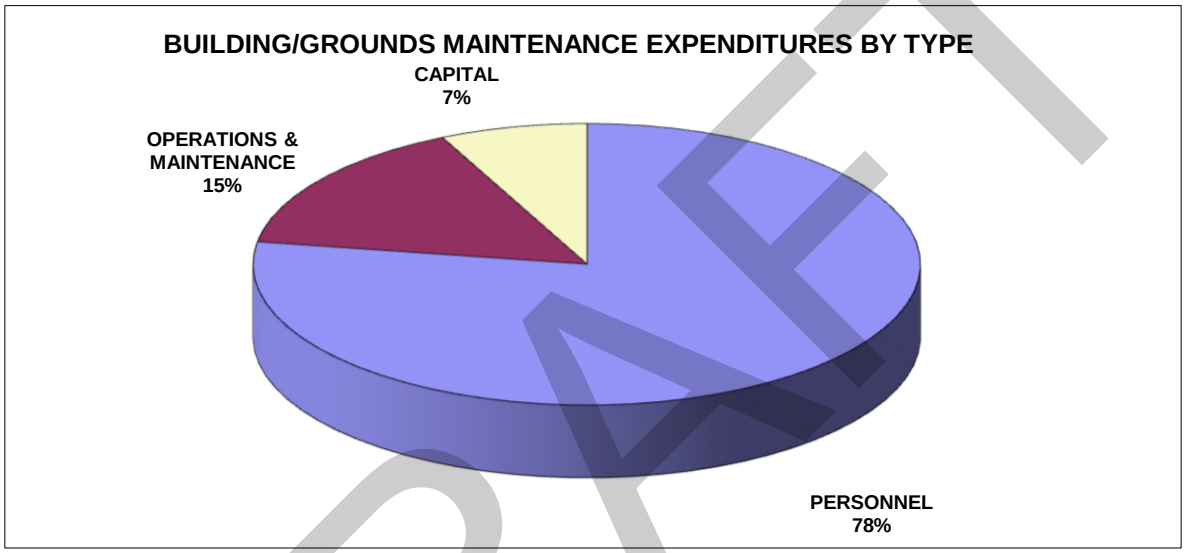
WORKLOAD INDICATOR

	Calendar Year				
WORK ORDERS PERFORMED:	**2021**	**2022**	**2023**	**2024**	**2025**
TRAFFIC LIGHTS	208	208	210	241	263
SEASONAL LIGHTING	550	523	530	560	462
JANITORIAL AND LANDSCAPING	75	75	75	83	81
PREVENTATIVE MAINTENANCE	619	639	645	632	655
ELEC, PLUMBING, HVAC, CONSTRUCTION	624	642	638	685	684
IN-HOUSE CONST. FOR OTHER DEPTS.	92	97	93	99	102
TRAFFIC LIGHTS ON CALL NIGHTS / WEEKENDS ON-CALL 1 WORK ORDER PER WEEK	98	105	112	124	93

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BUILDING & GROUNDS MAINTENANCE

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	MANAGER BUILDING/GROUNDS	1	1	1	1	1
F	SUPERVISOR BUILDING/GROUNDS	1	1	1	1	1
F	MAINTENANCE TECHNICIAN II	3	3	3	3	3
F	MAINTENANCE TECHNICIAN	4	4	4	4	4
P	MAINTENANCE TECHNICIAN	0	0	0	0	0
	TOTAL POSITIONS	**9.0**	**9.0**	**9.0**	**9.0**	**9.0**
	FTE	**9.0**	**9.0**	**9.0**	**9.0**	**9.0**



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	736,835	887,331	960,400	987,420	994,000	994,000	994,000
OPERATIONS & MAINTENANCE	173,524	174,278	183,900	172,310	196,400	196,400	196,400
CAPITAL	177,059	118,818	193,200	159,000	91,500	91,500	91,500

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BUILDING & GROUNDS MAINTENANCE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41800								
111	SALARIES	465,641	575,729	581,700	616,830	630,200	630,200	630,200
112	OVERTIME	3,825	7,892	5,000	6,360	7,400	7,400	7,400
141	OASI (EMPLOYER'S SHARE)	34,160	41,628	44,900	44,450	47,300	47,300	47,300
142	HEALTH INSURANCE	156,760	175,795	225,600	225,600	221,500	221,500	221,500
143	RETIREMENT/PENSION	38,066	47,308	46,700	46,430	46,000	46,000	46,000
145	OTHER INSURANCE	3,583	4,179	4,700	4,440	4,900	4,900	4,900
146	WORKER'S COMPENSATION	34,800	34,800	51,800	43,310	36,700	36,700	36,700
148	EDUCATION & TRAINING	2,610	6,245	7,500	4,950	8,500	8,500	8,500
190	EMPLOYMENT TESTING	801	320	-	-	-	-	-
191	IMMUNIZATION	-	12	-	-	-	-	-
235	PROFESSIONAL ASSOCIATIONS	519	524	300	500	300	300	300
237	ADVERTISING/LEGAL	-	199	-	220	-	-	-
241	UTILITY SERVICES	7,512	9,746	6,800	9,680	7,400	7,400	7,400
245	TELEPHONE SERVICES	2,308	2,680	3,300	2,720	2,500	2,500	2,500
261	REPAIR & MAINTENANCE - VEHICLES	4,334	1,575	4,000	5,870	4,000	4,000	4,000
265	REPAIR & MAINTENANCE - GROUNDS	9,269	7,417	6,000	5,650	6,000	6,000	6,000
268	REPAIR & MAINTENANCE - BUILDINGS	9,995	21,923	22,000	18,130	22,000	22,000	22,000
269	REPAIR & MAINTENANCE - OTHER	8,339	269	-	-	-	-	-
290	CONTRACTUAL SERVICES	74,550	72,971	80,500	73,130	83,000	83,000	83,000
320	OPERATING SUPPLIES	4,973	6,432	5,000	6,560	5,000	5,000	5,000
326	CLOTHING & UNIFORMS	5,121	3,311	5,500	4,110	5,000	5,000	5,000
327	JANITORIAL SUPPLIES	11,500	9,369	11,000	10,720	11,000	11,000	11,000
331	GAS, OIL & FUEL	9,304	9,358	10,000	8,830	10,000	10,000	10,000
341	TOOLS	5,599	5,078	5,100	4,240	5,100	5,100	5,100
511	BUILDING INSURANCE	800	800	2,100	2,100	1,900	1,900	1,900
512	VEHICLE INSURANCE	4,900	4,900	7,500	7,500	9,600	9,600	9,600
513	LIABILITY INSURANCE	10,700	10,700	6,800	6,800	14,300	14,300	14,300
799	SUNDRY	390	449	500	600	800	800	800
940	TRANSFER TO CAPITAL	177,059	118,818	193,200	159,000	91,500	91,500	91,500
	TOTAL BUILDING/GROUNDS MAINT.	**1,087,418**	**1,180,427**	**1,337,500**	**1,318,730**	**1,281,900**	**1,281,900**	**1,281,900**

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FINANCE

PURPOSE STATEMENT

THE FINANCE DEPARTMENT PROVIDES THE ACCOUNTING FOR ALL REVENUES, EXPENDITURES AND DEBTS OF THE TOWN, MANAGES THE INVESTMENT OF IDLE FUNDS IN ACCORDANCE WITH STATE STATUTES, ACCOUNTS FOR ALL ASSETS, ASSISTS IN THE PREPARATION OF THE ANNUAL BUDGET, PREPARES THE COMPREHENSIVE ANNUAL FINANCIAL REPORT, AND PROVIDES THE PAYROLL AND PURCHASING FUNCTIONS FOR THE TOWN.

MAJOR HIGHLIGHTS

- AWARDED GFOA'S CERTIFICATE OF ACHIEVEMENT FOR THE 2025 AUDIT REPORT
- CONTINUED TO SEND STAFF THROUGH THE COMPTROLLER'S CMFO EDUCATIONAL PROGRAM

PERFORMANCE MEASURES

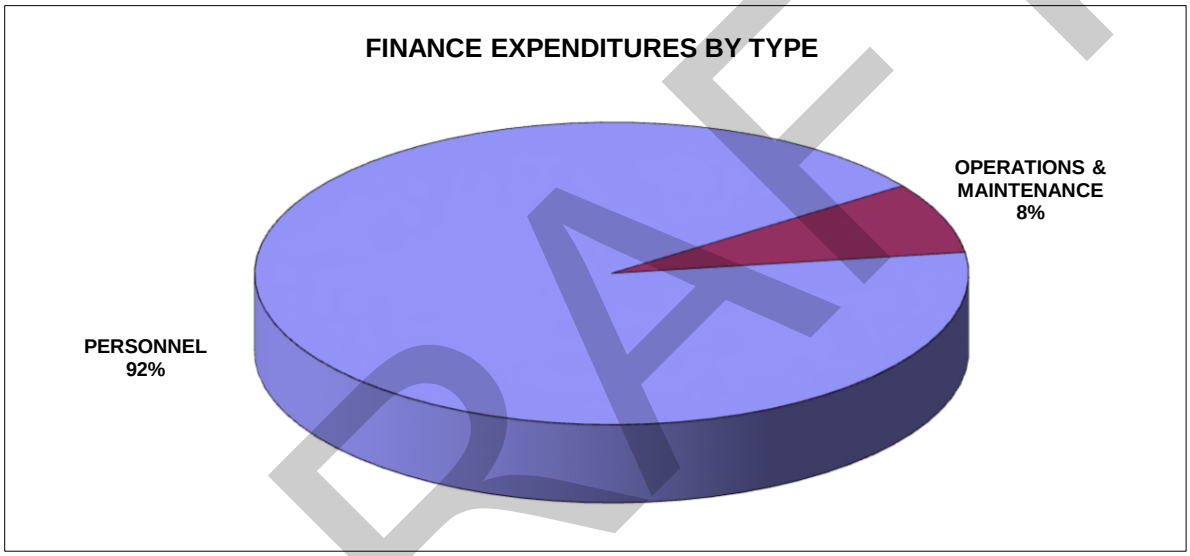
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
% OF INVOICES PROCESSED IN 14 DAYS	100%	100%	100%	100%	100%
AVERAGE HOURS TO PREPARE BID	3.5	3.5	3.5	3.5	3.5
SERVICE QUALITY					
% OF INVOICES CODED AND ROUTED CORRECTLY	99.99%	99.99%	99.99%	99.99%	99.99%
SURPLUS EQUIPMENT SALES					
NUMBER OF SALES	5	6	5	5	5
NET AMOUNT COLLECTED	146,239	147,833	147,095	276,980	253,951

WORKLOAD INDICATOR

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
CHECKS PROCESSED	5,165	6,295	5,407	6,679	6,702
AMOUNT PAID FOR PRODUCTS/SERVICES (MILLIONS)	57.6	63.3	61.5	62.3	62.7
PURCHASE ORDERS ISSUED	132	142	146	167	158
AMOUNT PURCHASED ON COMPETITIVE BID (MILLIONS)	18.7	19.6	19.8	19.7	19.9
NUMBER OF PCARD PURCHASES	6,077	6,432	6,869	7,112	7,236
AMOUNT OF PCARD PURCHASES (MILLIONS)	3.0	3.2	3.7	4.4	4.6

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PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	FINANCE DIRECTOR	1	1	1	1	1
F	OFFICE COORDINATOR	1	1	0	0	0
F	PURCHASING COORDINATOR	0	0	1	0	0
F	PURCHASING SPECIALIST	0	0	0	1	1
F	FINANCE/ACCOUNTING MANAGER	1	1	1	1	0
F	GRANT COORDINATOR	0	0	1	0	0
F	FINANCIAL ANALYST	2	2	2	2	3
F	ACCOUNTANT	1	0	1	1	2
F	ACCOUNTING CLERK	3	4	3	3	2
	TOTAL POSITIONS	**9.0**	**9.0**	**10.0**	**9.0**	**9.0**
	FTE	**9.0**	**9.0**	**9.0**	**9.0**	**9.0**



DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	963,422	1,128,330	1,219,200	1,010,420	1,069,800	1,069,800	1,069,800
OPERATIONS & MAINTENANCE	278,803	283,575	52,100	87,570	63,200	88,200	88,200
CAPITAL	5,143	18,988	-	-	-	-	-

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FINANCE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41991								
111	SALARIES	655,800	798,118	825,800	646,400	730,700	730,700	730,700
112	OVERTIME	2,037	2,084	4,300	2,790	4,100	4,100	4,100
141	OASI (EMPLOYER'S SHARE)	47,589	58,514	63,600	48,100	56,300	56,300	56,300
142	HEALTH INSURANCE	189,085	195,548	238,600	238,600	208,600	208,600	208,600
143	RETIREMENT/PENSION	60,849	65,624	77,200	65,940	60,400	60,400	60,400
145	OTHER INSURANCE	4,862	5,242	6,100	5,180	5,600	5,600	5,600
146	WORKER'S COMPENSATION	3,200	3,200	3,600	3,410	4,100	4,100	4,100
148	EMPLOYEE EDUCATION & TRAINING	3,115	5,298	6,500	7,870	5,700	5,700	5,700
190	EMPLOYMENT TESTING	45	225	-	230	-	-	-
211	POSTAGE	3,270	3,295	3,300	3,280	3,300	3,300	3,300
235	PROFESSIONAL ASSOCIATIONS	1,590	2,248	1,900	2,450	3,100	3,100	3,100
245	TELEPHONE SERVICES	498	496	500	300	-	-	-
269	REPAIR & MAINTENANCE - OTHER	-	105	-	110	-	-	-
289	TRAVEL	-	-	-	1,330	1,000	1,000	1,000
290	CONTRACTUAL SERVICES	5,300	2,361	25,500	51,830	35,800	60,800	60,800
320	OPERATING SUPPLIES	6,104	10,542	7,000	13,170	7,700	7,700	7,700
331	GAS, OIL & FUEL	866	543	800	450	800	800	800
513	LIABILITY INSURANCE	1,000	1,000	4,600	4,600	3,800	3,800	3,800
520	SURETY BOND PREMIUM	-	-	1,300	1,300	1,300	1,300	1,300
648	LEASES & SBITA - PRINCIPLE	250,081	252,788	-	-	-	-	-
649	LEASES & SBITA - INTEREST	6,473	3,597	-	-	-	-	-
799	SUNDRY	461	1,077	700	650	700	700	700
940	TRANSFER TO CAPITAL	5,143	18,988	-	-	-	-	-
	TOTAL FINANCE	**1,247,368**	**1,430,893**	**1,271,300**	**1,097,990**	**1,133,000**	**1,158,000**	**1,158,000**

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PURPOSE STATEMENT

THE TREASURY DEPARTMENT COLLECTS FEES FOR BUSINESS LICENSES, UTILITY PAYMENTS, AND MISCELLANEOUS RECEIPTS FROM THE CITIZENS AND GENERAL PUBLIC TO ALLOCATE THE REVENUE COLLECTED TO THE APPROPRIATE TOWN SERVICES.

MAJOR HIGHLIGHTS

THE TREASURY DEPARTMENTS WELCOMED THE ADDITION OF A NEW TEAM MEMBER. THIS POSITION HAS MADE A HUGE IMPACT ON THE CASHIERS AT THE FRONT WINDOWS, ALLOWING THEM TO PROVIDE THE ULTIMATE CUSTOMER SERVICE TO OUR CUSTOMERS AND CITIZENS. WE ARE CONTINUING CROSS-TRAINING EFFORTS AS WELL AS PUTTING IN TO PLACE A SUCCESSION PLAN. I HAVE ALSO HAD SEVERAL MEETINGS REGARDING STREAM LINING OUR CITY WORKS PROCESSES. WE PUT IN PLACE THE NEW BETA BUSINESS LICENSE SOFTWARE.

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
PERCENT OF CALLS ANSWERED WITHIN 2 RINGS	100%	100%	100%	95%	95%
PERCENT OF PAYMENTS KEYED IN DAILY	100%	100%	100%	100%	100%
PERCENT OF CALLS RETURNED DAILY	100%	100%	100%	100%	100%
PERCENT OF BALANCED DEPOSITS	100%	100%	100%	99%	99%

WORKLOAD INDICATOR

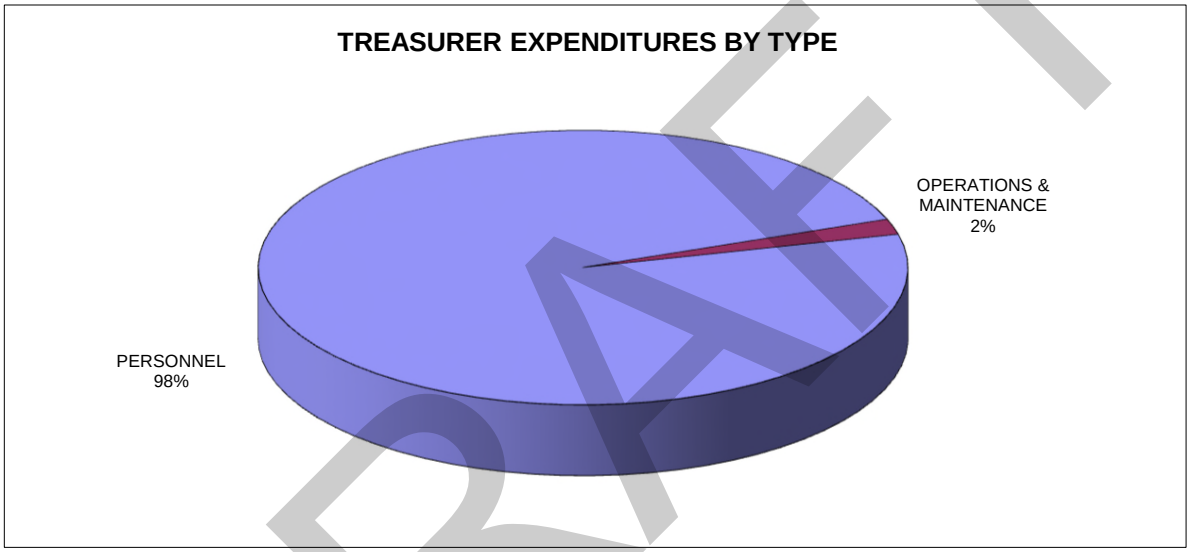
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
TOTAL # UTILITY PAYMENTS	56,981	55,012	52,299	51,259	52,396
TOTAL # OTHER PAYMENTS	10,371	9,133	13,724	14,582	14,357
INCOMING CALLS	24,280	23,715	22,514	22,993	23,156
BUSINESS TAX CALLS	1,084	1,323	1,757	2,448	2,541
CUSTOMERS SERVED IN PERSON	40,754	45,951	46,507	44,376	44,125
CREDIT CARD CALLS/PAYMENTS	1,962	1,914	2,181	2,573	2,614
BUSINESS LICENSES ISSUED	2,515	2,744	2,895	3,078	3,241
IMPACT FEE PAYMENTS	546	1,094	2,151	2,160	2,134
LOCK BOX PAYMENTS PROCESSED	23,746	21,837	19,193	17,615	17,458
VANCO PAYMENTS	28,068	27,602	26,641	26,271	26,841
ALL ELECTRONIC PAYMENTS	71,464	77,381	81,961	89,183	89,925
NUMBER OF CHECKS SCANNED	32,986	30,952	29,901	28,198	27,981
CITIWORKS ENTRIES	6,787	5,964	11,558	12,425	12,988
CONSERVICE PAYMENTS PROCESSED	N/A	N/A	8,367	9,159	9,253

N/A - NOT AVAILABLE

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TREASURY

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	TREASURY MANAGER	1	1	1	1	1
F	ADMINISTRATIVE ASSISTANT	2	2	2	2	2
F	CUSTOMER SERVICE REPRESENTATIVE	3	3	3	3	4
P	CUSTOMER SERVICE REPRESENTATIVE	0	0	0	0	0
F	OFFICE COORDINATOR	0	0	0	0	0
F	RECEPTIONIST	0	0	1	1	1
F	TOWN TREASURER/CLERK	0	0	0	0	0
	TOTAL POSITIONS	**6.0**	**6.0**	**7.0**	**7.0**	**8.0**
	FTE	**6.8**	**6.0**	**6.0**	**7.0**	**8.0**



DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	473,878	542,975	613,200	609,280	704,300	704,300	704,300
OPERATIONS & MAINTENANCE	8,041	7,108	13,400	11,320	13,100	13,100	13,100
CAPITAL	-	2,772	-	-	-	-	-

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ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41992								
111	SALARIES	303,833	364,325	402,600	406,200	469,200	469,200	469,200
112	OVERTIME	1,339	764	2,000	1,150	1,700	1,700	1,700
141	OASI (EMPLOYER'S SHARE)	22,271	26,714	31,000	30,000	36,100	36,100	36,100
142	HEALTH INSURANCE	105,738	108,097	128,700	128,700	153,700	153,700	153,700
143	RETIREMENT/PENSION	36,341	38,612	41,900	37,470	36,300	36,300	36,300
145	OTHER INSURANCE	2,456	2,563	3,000	2,810	3,500	3,500	3,500
146	WORKER'S COMPENSATION	1,900	1,900	4,000	2,950	3,800	3,800	3,800
148	EMPLOYEE EDUCATION & TRAINING	-	75	2,700	2,580	2,500	2,500	2,500
190	EMPLOYMENT TESTING	-	45	-	-	-	-	-
211	POSTAGE	1,842	2,545	2,200	2,100	2,500	2,500	2,500
235	PROFESSIONAL ASSOCIATIONS	150	50	100	50	600	600	600
269	REPAIR & MAINTENANCE - OTHER	-	8	300	10	-	-	-
283	EMPLOYEE CELL PHONE ALLOWANCE	249	482	500	490	500	500	500
290	CONTRACTUAL SERVICES	898	487	900	450	900	900	900
320	OPERATING SUPPLIES	3,076	1,494	3,000	2,000	2,500	2,500	2,500
331	GAS, OIL & FUEL	954	1,059	1,000	1,090	1,000	1,000	1,000
513	LIABILITY INSURANCE	600	600	2,200	2,200	1,900	1,900	1,900
799	SUNDRY	272	263	500	350	700	700	700
940	TRANSFER TO CAPITAL	-	2,772	-	-	-	-	-
	TOTAL TREASURER	**481,919**	**552,855**	**626,600**	**620,600**	**717,400**	**717,400**	**717,400**

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HUMAN RESOURCES

PURPOSE STATEMENT

THE HUMAN RESOURCES DEPARTMENT MANAGES THE TOWN'S MOST VALUABLE ASSET, ITS WORKFORCE. THE DEPARTMENT PROVIDES COMPREHENSIVE PERSONNEL MANAGEMENT, INCLUDING RECRUITMENT, BENEFITS ADMINISTRATION, AND LEGAL COMPLIANCE. BY PARTNERING WITH DEPARTMENT HEADS, HR ENSURES FISCAL AND LEGAL ACCOUNTABILITY THROUGH CONSISTENT POLICY INTERPRETATION, PERFORMANCE MANAGEMENT, AND STRATEGIC EMPLOYEE DEVELOPMENT.

MAJOR HIGHLIGHTS

- MARKET COMPETITIVENESS: COMPLETED A COMPREHENSIVE COMPENSATION AND CLASSIFICATION STUDY TO ENSURE THE TOWN REMAINS A COMPETITIVE EMPLOYER OF CHOICE WITHIN THE MIDDLE TENNESSEE REGION. REVIEWED TCRS PENSION OPTIONS FOR THE TOWN OF SMYRNA.
- CULTURE & ENGAGEMENT: LAUNCHED THE "TOS ENGAGE" TEAM, A CROSS-FUNCTIONAL INITIATIVE DEDICATED TO FOSTERING A HIGH-PERFORMANCE WORKPLACE CULTURE AND INCREASING EMPLOYEE RETENTION.
- DATA-DRIVEN INSIGHTS: CONDUCTED THE ANNUAL WORKPLACE EXPERIENCE SURVEY, ACHIEVING A HIGH PARTICIPATION RATE. THIS DATA PROVIDES A ROADMAP FOR ORGANIZATIONAL IMPROVEMENTS AND HIGHLIGHTS INTERNAL DEPARTMENTAL SUCCESSES.
- NATIONAL RECOGNITION: EARNED PRESTIGIOUS RECOGNITION FROM USA TODAY AS A TOP WORKPLACE BOTH NATIONALLY AND WITHIN THE MIDDLE TENNESSEE REGION.

AWARD-WINNING WELLNESS: SECURED THE NATIONAL BRONZE AWARD FROM THE WELLNESS ALLIANCE FOR THE TOWN'S ECHO WELLNESS PROGRAM. NOTABLY, THE TOWN HOLDS THE DISTINCTION OF BEING THE ONLY MUNICIPAL PROGRAM IN TENNESSEE TO RECEIVE THIS HONOR.

- EXPANDED OPERATIONAL CAPACITY: SUCCESSFULLY ONBOARDED AN HR GENERALIST IN FY 25-26, PROVIDING DEDICATED OVERSIGHT FOR EMPLOYEE TRAINING PROGRAMS, COMPENSATION ANALYSIS, AND THE TOS ENGAGE CULTURAL INITIATIVES. THIS EXPANSION HAS DIRECTLY IMPROVED SERVICE DELIVERY AND SUPPORT FOR TOWN DEPARTMENTS.

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
TURNOVER RATE	23%	30%	22%	21%	15%
SERVICE QUALITY					
TRAINING CLASSES OFFERED	35	37	20	40	47

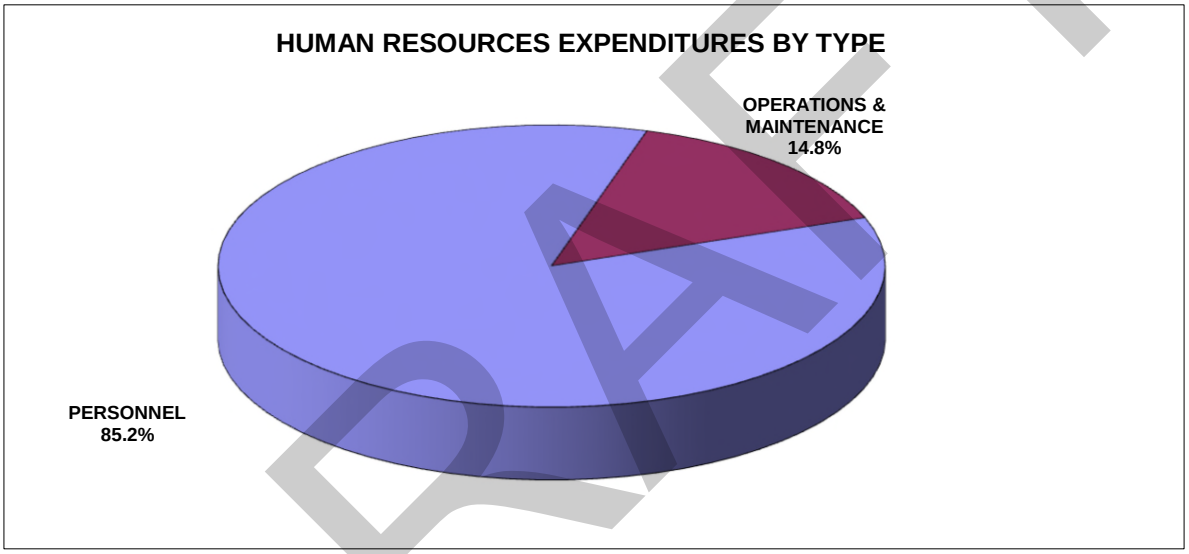
WORKLOAD INDICATOR

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
NEW HIRES	132	145	134	145	132
TRANSFERS/PROMOTIONS	90	55	71	59	58
TERMINATIONS	16	12	5	8	13
RESIGNATIONS	88	121	96	94	59
RETIREMENTS	4	6	9	10	12
APPLICATIONS PROCESSED	1,759	1,763	2,598	2,933	3,914
FAMILY MEDICAL LEAVES	175	75	91	78	89
RECLASSIFICATIONS - COMP STUDY					307

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HUMAN RESOURCES

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	HUMAN RESOURCES DIRECTOR	1	1	1	1	1
F	HR GENERALIST	1	1	1	1	1
F	BENEFITS COORDINATOR	1	1	1	1	1
F	HR ASSISTANT	0	1	1	1	1
F	HR MANAGER	0	0	0	1	1
F	ADMINISTRATIVE ASSISTANT	1	0	0	0	0
F	WELLNESS COORDINATOR	1	1	1	1	1
F	HEALTH COACH	1	1	1	1	1
F	COUNSELOR	0	0	0	0	1
	TOTAL POSITIONS	**6.0**	**6.0**	**6.0**	**7.0**	**8.0**
	FTE	**5.8**	**6.0**	**6.0**	**6.0**	**8.0**



DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	623,356	684,635	907,900	866,060	1,006,100	1,006,100	1,006,100
OPERATIONS & MAINTENANCE	114,044	136,147	174,400	134,940	179,200	175,100	175,100
CAPITAL	3,051	-	-	50,000	-	-	-

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HUMAN RESOURCES

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-41993								
111	SALARIES	455,340	508,459	636,700	613,800	727,700	727,700	727,700
112	OVERTIME	255	747	2,200	1,360	1,400	1,400	1,400
141	OASI (EMPLOYER'S SHARE)	33,665	37,922	48,900	46,700	55,800	55,800	55,800
142	HEALTH INSURANCE	103,497	105,497	172,100	172,100	166,600	166,600	166,600
143	RETIREMENT/PENSION	25,228	26,494	40,600	25,950	46,500	46,500	46,500
145	OTHER INSURANCE	3,371	3,516	4,900	3,900	5,200	5,200	5,200
146	WORKER'S COMPENSATION	2,000	2,000	2,500	2,250	2,900	2,900	2,900
148	EMPLOYEE EDUCATION & TRAINING	54,843	40,639	5,000	3,500	5,000	5,000	5,000
190	EMPLOYMENT TESTING	864	252	24,000	3,960	10,000	10,000	10,000
211	POSTAGE	177	450	100	400	100	100	100
220	PRINTING & DUPLICATION	395	307	200	310	200	200	200
235	PROFESSIONAL ASSOCIATIONS	925	621	900	640	1,500	1,500	1,500
237	ADVERTISING - LEGAL	-	119	300	380	1,500	1,500	1,500
245	TELEPHONE SERVICES	1,579	1,373	1,300	1,380	1,100	1,100	1,100
269	REPAIR & MAINTENANCE - OTHER	-	-	500	-	500	500	500
289	TRAVEL	5,468	-	12,800	12,800	18,700	14,600	14,600
290	CONTRACTUAL SERVICES	36,474	78,246	110,800	87,360	118,900	118,900	118,900
320	OPERATING SUPPLIES	11,302	5,552	8,500	5,160	5,000	5,000	5,000
326	CLOTHING AND UNIFORMS	-	19	-	-	800	800	800
331	GAS, OIL & FUEL	-	34	100	40	100	100	100
513	LIABILITY INSURANCE	600	600	3,400	3,400	2,800	2,800	2,800
700	EMPLOYEE ACTIVITIES	-	6,929	5,500	15,000	12,000	12,000	12,000
799	SUNDRY	1,417	1,006	1,000	610	1,000	1,000	1,000
940	TRANSFER TO CAPITAL	3,051	-	-	50,000	-	-	-
	TOTAL HUMAN RESOURCES	**740,451**	**820,782**	**1,082,300**	**1,051,000**	**1,185,300**	**1,181,200**	**1,181,200**

DRAFT

PURPOSE STATEMENT

THE POLICE DEPARTMENT IS DEDICATED TO THE DELIVERY OF PROFESSIONAL POLICE SERVICE IN PARTNERSHIP WITH THE COMMUNITY THAT ENHANCES THE QUALITY OF LIFE IN SMYRNA BY PROVIDING A SAFE ENVIRONMENT THROUGH THE PROTECTION OF LIFE AND PROPERTY WITHIN THE FRAMEWORK OF THE UNITED STATES CONSTITUTION AND SERVICE WITH INTEGRITY AND RESPECT.

MAJOR HIGHLIGHTS

FOR FY26-27, THE SMYRNA POLICE DEPARTMENT WILL REQUEST A THIRD CAPTAIN. THIS REQUEST IS DRIVEN BY THE DEPARTMENT'S GROWTH AND DEVELOPMENT, MIRRORING THE TOWN'S POPULATION INCREASE. THE CAPTAIN WILL LEAD THE NEW SPECIAL OPERATIONS DIVISION, COMPRISING TRAFFIC, TRAINING, COMMUNICATIONS, K9, COMMUNITY SERVICES, SWAT, AND CRIME SUPPRESSION UNITS. THESE UNITS SUPPORT PATROL AND DETECTIVES BUT OPERATE OUTSIDE THEIR DAILY FUNCTIONS. ALIGNING WITH BEST PRACTICES IN LAW ENFORCEMENT, THE CREATION OF A SPECIAL OPERATIONS DIVISION WILL BRING US IN LINE WITH THE MAJORITY OF OTHER DEPARTMENTS, WHICH TYPICALLY HAVE AT LEAST THREE DISTINCT DIVISIONS.

IN FY26-27, WE WILL ADD PERSONNEL TO THE CRIME SUPPRESSION, TRAFFIC, DETECTIVES, AND COMMUNITY SERVICES UNITS, MADE POSSIBLE BY OUR PROJECTED FULL STAFFING IN 2025.

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
AVERAGE RESPONSE IN MINUTES	5:05	5:23	5:43	6:07	3:10
% OF 911 CALLS ANSWERED WITHIN 10 SECONDS	100%	100%	100%	100%	100%
SERVICE QUALITY					
PERCENT OF IN-SERVICE COMPLETION	100%	100%	100%	100%	100%
PERCENT OF UNCOMMITTED TIME	22.6%	26.5%	26.5%	25.6%	25.6%
POLICE CALLS RATE PER 1,000 POPULATION	1,091	972	972	972	1,454

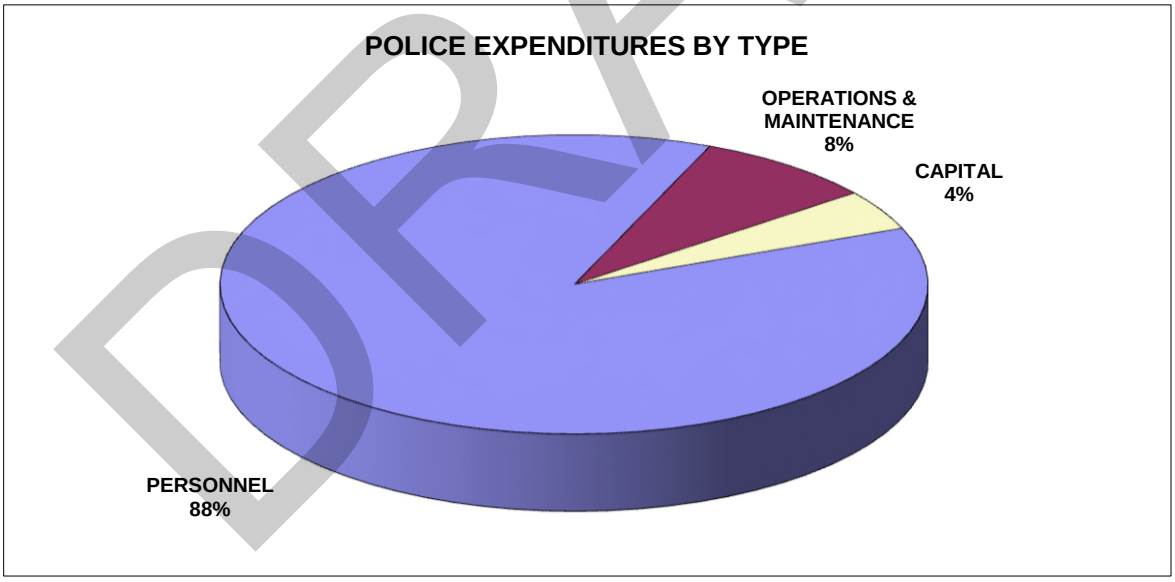
WORKLOAD INDICATOR

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
SERIOUS CRIMES	4142	3518	4035	3870	3648
REPORTS TAKEN	7,480	7,136	7,768	7,622	8,225
TRAFFIC ACCIDENTS DISPATCHED	3,216	3,985	4,091	3,714	2,852
911 CALLS ANSWERED	17,368	20,527	23,978	16,733	18,255
ADMINISTRATIVE CALLS	91,316	86,890	87,694	79,837	83,345
NUMBER OF DISPATCHED CALLS (POLICE ONLY)	77,290	73,038	72,436	69,104	87,267
CITATIONS ISSUED	8,521	9,529	8,566	6,145	9,876
CASES ASSIGNED TO DETECTIVE	3,486	2,825	2,706	2,552	2,400
PERCENT SOLVED	52.1%	44.5%	36.9%	32.8%	35.22%
TOTAL NUMBER OF DISPATCHED CALLS	N/A	N/A	79,666	73,573	111,939
911 SOURCE CAD EVENTS	N/A	N/A	N/A	N/A	20,769

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POLICE

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	ADMINISTRATIVE ASSISTANT	1	1	0	0	1
F	OFFICE COORD.	0	0	1	1	1
F	PUBLIC SAFETY COUNSELOR	1	1	1	1	1
F	COMMUNITY SERVICE COOR	1	1	1	1	1
F	CRIME ANALYST	0	0	1	1	1
F	CUSTODIAN	1	1	1	1	1
F	POLICE CHIEF	1	1	1	1	1
F	ASSISTANT POLICE CHIEF	0	2	2	2	2
F	POLICE CAPTAIN	2	2	2	2	2
F	POLICE LIEUTENANT	3	3	3	3	4
F	POLICE SERGEANT	7	6	6	6	6
F	POLICE CORPORAL	4	4	4	4	4
F	POLICE OFFICER/TRAINEE	72	74	77	77	77
F	DETECTIVE LIEUTENANT	1	1	1	1	1
F	DETECTIVE SERGEANT	2	2	2	2	2
F	DETECTIVE	11	12	12	12	12
F	TELECOMMUNICATION COORDINATOR	1	1	1	1	1
F	TELECOMMUNICATOR MANAGER	0	1	1	1	1
F	TELECOMMUNICATION SUPERVISOR	3	3	3	3	3
F	TELECOMMUNICATOR	16	16	16	17	16
F	RECORDS CLERK	3	3	3	3	3
	TOTAL POSITIONS	**130.0**	**135.0**	**139.0**	**140.0**	**141.0**
	FTE	**123.0**	**130.0**	**135.0**	**139.0**	**141.0**



DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	12,568,739	14,637,189	16,577,500	16,525,320	17,693,100	17,693,100	17,693,100
OPERATIONS & MAINTENANCE	1,737,100	1,823,266	1,652,400	1,810,100	1,674,000	1,679,000	1,679,000
CAPITAL	1,114,798	1,339,493	901,800	1,015,700	879,300	879,300	879,300

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ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-42100								
111	SALARIES	8,281,028	9,738,687	10,862,500	10,566,800	11,732,600	11,732,600	11,732,600
112	OVERTIME	536,521	758,191	500,700	863,000	566,700	566,700	566,700
141	OASI (EMPLOYER'S SHARE)	655,842	776,468	882,000	848,800	944,300	944,300	944,300
142	HEALTH INSURANCE	2,251,200	2,400,868	3,270,800	3,270,800	3,338,000	3,338,000	3,338,000
143	RETIREMENT/PENSION	559,868	658,665	704,700	646,060	801,700	801,700	801,700
144	457B MATCH	523	390	600	140	200	200	200
145	OTHER INSURANCE	59,257	65,037	85,400	72,670	89,600	89,600	89,600
146	WORKER'S COMPENSATION	224,500	234,500	270,800	252,660	220,000	220,000	220,000
147	UNEMPLOYMENT INSURANCE	-	4,383	-	4,390	-	-	-
148	EMPLOYEE EDUCATION & TRAINING	77,935	66,876	60,000	54,820	58,500	58,500	58,500
150	TLETA TRAINING	-	20,456	-	48,380	30,000	30,000	30,000
190	EMPLOYEE TESTING	20,792	16,824	7,000	14,310	-	5,000	5,000
191	IMMUNIZATION	-	-	-	150	-	-	-
211	POSTAGE	2,725	1,595	2,000	1,940	2,000	2,000	2,000
216	RADIO/COMMUNICATION REPAIRS	2,532	2,894	3,000	7,310	15,100	15,100	15,100
220	PRINTING & DUPLICATION	11,428	15,692	7,000	16,120	9,000	9,000	9,000
235	PROFESSIONAL ASSOCIATIONS	11,500	7,758	14,000	7,860	19,200	19,200	19,200
236	ADVERTISING & PROMOTIONS	1,334	2,138	1,200	2,140	2,400	2,400	2,400
238	COMMUNITY AWARENESS	4,307	2,364	6,000	2,550	10,000	10,000	10,000
241	UTILITIY SERVICES	12,451	16,526	12,600	20,250	12,600	12,600	12,600
245	TELEPHONE SERVICES	48,526	62,407	52,000	69,540	52,000	52,000	52,000
261	REPAIR & MAINTENANCE/VEHICLES	135,836	237,610	141,000	135,000	140,000	140,000	140,000
269	REPAIR & MAINTENANCE - OTHER	33,677	22,958	22,000	28,500	25,000	25,000	25,000
287	TRAVEL/EXTRADITIONS	6,079	15,792	7,000	7,000	7,000	7,000	7,000
289	TRAVEL	11,849	20,027	76,400	76,400	50,000	50,000	50,000
290	CONTRACTUAL SERVICES	267,690	323,773	294,500	368,880	370,000	370,000	370,000
310	OFFICE SUPPLIES	17,508	9,631	17,000	10,950	17,000	17,000	17,000
320	OPERATING SUPPLIES	148,307	151,939	118,300	147,130	66,000	66,000	66,000
326	CLOTHING AND UNIFORMS	145,414	62,758	57,900	79,710	67,000	67,000	67,000
331	GAS, OIL & FUEL	238,562	233,709	245,000	220,100	245,000	245,000	245,000
511	BUILDING INSURANCE	7,300	17,300	21,500	21,500	18,900	18,900	18,900
512	VEHICLE INSURANCE	53,900	63,900	81,200	81,200	114,400	114,400	114,400
513	LIABILITY INSURANCE	432,100	435,213	361,300	361,300	290,400	290,400	290,400
742	INVESTIGATIVE ACTIVITIES	11,116	7,243	14,000	8,640	35,000	35,000	35,000
743	EQUITABLE SHARED FUND EXP	20,870	1,447	14,500	13,220	-	-	-
744	SWAT ACTIVITIES	13,097	3,141	15,000	3,710	15,000	15,000	15,000
799	SUNDRY	265	1,295	1,000	1,490	2,500	2,500	2,500
940	TRANSFER TO CAPITAL	1,114,798	1,339,493	901,800	1,015,700	879,300	879,300	879,300
	TOTAL POLICE	**15,420,637**	**17,799,948**	**19,131,700**	**19,351,120**	**20,246,400**	**20,251,400**	**20,251,400**

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FIRE

PURPOSE STATEMENT

THE FIRE DEPARTMENT IS COMMITTED TO SERVING THE CITIZENS AND VISITORS OF THE TOWN WITH THE HIGHEST LEVELS OF LIFE AND PROPERTY PROTECTION. WE WILL ACHIEVE THIS THROUGH PREVENTION, EDUCATION, PREPARATION, RESPONSE AND SUPPRESSION. THE DEPARTMENT WILL DELIVER ALL SERVICES WITH THE HIGHEST LEVEL OF CARE, PROFESSIONALISM, AND COMPASSION SHOWN TO ALL THOSE AFFECTED OR IN NEED OF SERVICE.

MAJOR HIGHLIGHTS

-CONTINUE THE COMPREHENSIVE DEVELOPMENT AND UPDATE OF THE SMYRNA FIRE DEPARTMENT'S GENERAL OPERATING GUIDELINES.
-INCREASE PARTICIPATION IN COORDINATED LOCAL AND REGIONAL JOINT TRAINING WITH INTERNAL AND EXTERNAL RESPONSE PARTNERS.
-IMPLEMENT PROCESSES AND TECHNOLOGY TO ENHANCE DATA-INFORMED DECISION-MAKING BY MEASURING SMYRNA FIRE DEPARTMENT RESPONSE CAPABILITIES, COMMUNITY RISK, RESOURCE ALLOCATION, AND OUTCOMES THROUGH IMPROVED EVALUATION, ANALYTICS, AND CONTEMPORARY BEST-PRACTICE POLICIES.
-PARTICIPATE IN MULTI-FACETED PUBLIC EDUCATION INITIATIVES DESIGNED TO INFORM, SUPPORT, & IMPROVE SAFETY AWARENESS, PARTICULARLY FOR VULNERABLE POPULATIONS.

PERFORMANCE MEASURES

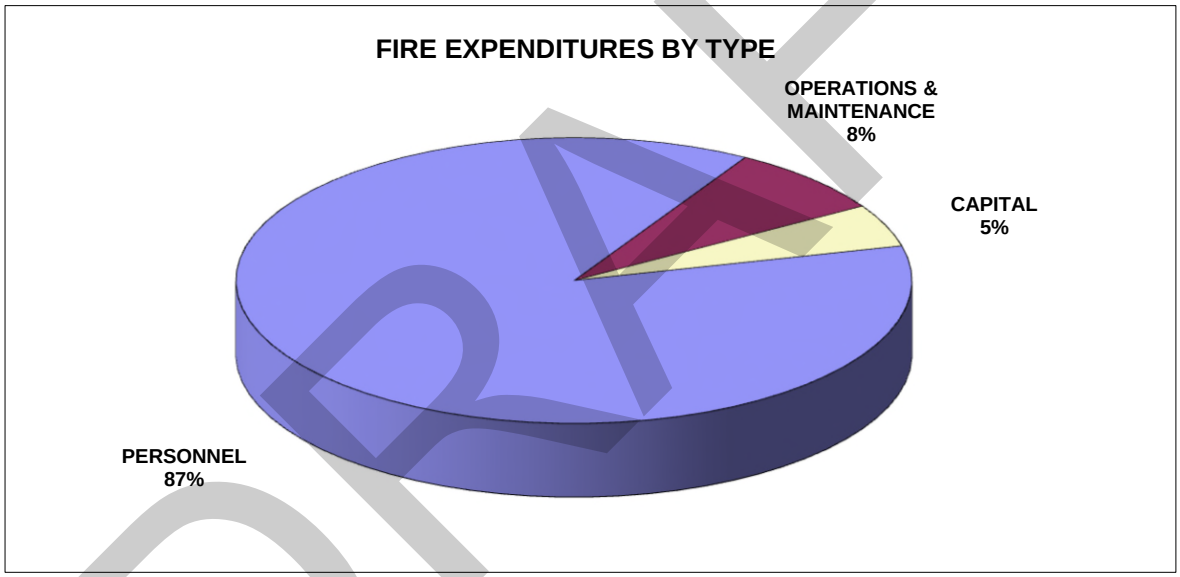
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
AVERAGE RESPONSE TIME TO PRIORITY ONE CALLS (MINUTES)	7:19	6:17	7:36	8:10	7:45
PEOPLE REACHED WITH PUBLIC EDUCATION	12,121	14,104	23,688	22,382	24,559
NUMBER OF TRAINING HOURS	34,690	40,697	33,101	36,573	35,637
SERVICE QUALITY					
FIREFIGHTERS CERTIFIED IN BASIC/LIVE FIRE	90	93	85	90	101
FIREFIGHTERS RECEIVING FULL ISO IN HOUSE COMPANY TRAINING	92	87	85	85	99
FIREFIGHTERS CERTIFIED IN VEHICLE EXTRICATION	90	90	87	90	101
FIREFIGHTERS CERTIFIED IN CPR, FIRST AID, AED	93	93	88	96	100
FIREFIGHTERS CERTIFIED AS HAZ-MAT TECH	20	20	20	18	19
PERSONNEL WITH NIMS TRAINING	95	95	91	96	101
FIREFIGHTERS WITH LEVEL 1 FIRE COMMISSION	87	89	85	89	101

WORKLOAD INDICATOR

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
DISPATCH CALLS FOR SERVICE	2,551	2,626	2,549	3,535	7,642
PRE-FIRE PLANNING INSPECTIONS	1,858	2,051	2,069	3,057	3,086
HYDRANT INSPECTIONS	4,026	4,146	4,736	4,740	2,212
BURN PERMITS	291	261	198	170	170
STRUCTURE FIRES	51	66	38	53	60

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PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	OFFICE COORDINATOR	1	1	1	1	1
F	ADMINISTRATIVE ASSISTANT	1	1	1	1	1
F	FIRE CHIEF	1	1	1	1	1
F	ASSISTANT FIRE CHIEF	3	3	3	2	1
F	BATTALION CHIEF	3	3	3	3	3
F	DIVISION CHIEF	0	0	0	0	2
F	FIRE CAPTAIN INVESTIGATOR	1	1	1	1	1
F	FIRE CAPTAIN EMS	0	0	0	0	1
F	FIRE LIEUTENANT	15	18	18	18	18
F	FIREFIGHTER ENGINEER	43	43	43	43	43
F	FIREFIGHTER (ALL CERT LEVELS)	37	37	37	43	41
	TOTAL POSITIONS	**105.0**	**108.0**	**108.0**	**113.0**	**113.0**
	FTE	**102.0**	**105.0**	**108.0**	**108.0**	**113.0**



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	10,786,010	12,044,632	13,112,300	13,628,130	14,717,000	14,717,000	14,717,000
OPERATIONS & MAINTENANCE	954,122	1,071,720	1,191,200	1,188,480	1,341,200	1,318,000	1,318,000
CAPITAL	874,345	523,081	259,400	223,200	814,200	814,200	814,200

DRAFT

FIRE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-42200								
111	SALARIES	7,515,940	8,354,346	8,748,700	9,272,500	10,192,400	10,192,400	10,192,400
112	OVERTIME	64,311	148,600	48,600	72,500	50,900	50,900	50,900
141	OASI (EMPLOYER'S SHARE)	557,604	636,954	673,100	695,000	783,800	783,800	783,800
142	HEALTH INSURANCE	1,950,547	2,134,463	2,762,300	2,762,300	2,794,300	2,794,300	2,794,300
143	RETIREMENT/PENSION	455,635	520,519	523,600	523,130	649,100	649,100	649,100
145	OTHER INSURANCE	52,673	55,450	68,400	61,740	73,900	73,900	73,900
146	WORKER'S COMPENSATION	189,300	194,300	287,600	240,960	172,600	172,600	172,600
147	UNEMPLOYMENT INSURANCE	-	-	-	-	-	-	-
148	EMPLOYEE EDUCATION & TRAINING	29,593	32,841	30,700	43,210	61,000	61,000	61,000
190	EMPLOYMENT TESTING	4,364	9,440	-	8,820	-	-	-
192	CANCER SCREENINGS	2,149	-	4,000	-	-	-	-
211	POSTAGE	1,345	499	600	440	600	600	600
220	PRINTING & DUPLICATION	2,700	1,962	3,000	600	-	-	-
235	PROFESSIONAL ASSOCIATIONS	2,328	2,556	2,500	5,050	5,900	5,900	5,900
236	ADVERTISING & PROMOTIONS	9,456	10,349	10,000	11,270	15,000	15,000	15,000
237	ADVERTISING/LEGAL	49	683	1,000	820	1,000	1,000	1,000
241	UTILITY SERVICES	84,493	118,014	87,000	128,130	108,000	108,000	108,000
245	TELEPHONE SERVICES	29,238	29,989	35,000	29,630	32,000	32,000	32,000
261	REPAIR & MAINTENANCE/VEHICLES	210,104	177,451	185,000	182,940	185,000	185,000	185,000
265	REPAIR & MAINTENANCE/GROUNDS	203	219	1,500	470	3,000	3,000	3,000
269	REPAIR & MAINTENANCE/OTHER	72,736	63,588	63,000	90,700	75,000	75,000	75,000
289	TRAVEL	47,714	38,774	75,000	75,000	113,700	90,500	90,500
290	CONTRACTUAL SERVICES	152,203	151,061	199,200	135,860	198,000	198,000	198,000
310	OFFICE SUPPLIES	2,027	593	2,300	590	14,000	14,000	14,000
320	OPERATING SUPPLIES	63,353	66,395	85,000	76,840	73,200	73,200	73,200
321	CHEMICAL SUPPLIES	-	-	300	-	-	-	-
323	PERSONAL PROTECTIVE EQUIPMENT	-	-	-	-	102,200	102,200	102,200
325	MEDICAL SUPPLIES	-	-	-	-	26,500	26,500	26,500
326	CLOTHING AND UNIFORMS	127,380	153,989	175,000	199,010	102,600	102,600	102,600
327	JANITORIAL SUPPLIES	-	-	-	-	15,000	15,000	15,000
331	GAS, OIL & FUEL	55,499	54,573	91,000	59,500	65,000	65,000	65,000
341	TOOLS	-	-	500	-	5,000	5,000	5,000
511	BUILDING INSURANCE	16,200	21,200	63,400	63,400	51,300	51,300	51,300
512	VEHICLE INSURANCE	12,800	17,800	33,400	33,400	46,800	46,800	46,800
513	LIABILITY INSURANCE	25,500	25,500	37,800	37,800	30,400	30,400	30,400
793	FIRE FIGHTER INCENTIVE PROGRAM	-	-	-	-	5,000	5,000	5,000
799	SUNDRY	2,688	94,244	5,000	5,000	6,000	6,000	6,000
940	TRANSFER TO CAPITAL	874,345	523,081	259,400	223,200	814,200	814,200	814,200
	TOTAL FIRE	**12,614,477**	**13,639,433**	**14,562,900**	**15,039,810**	**16,872,400**	**16,849,200**	**16,849,200**

DRAFT

PURPOSE STATEMENT

THE STREET DEPARTMENT PROVIDES SAFE TRANSPORTATION ROUTES WITHIN THE CORPORATE LIMITS AND MAINTAINS RIGHT OF WAYS AND PUBLIC AREAS.

MAJOR HIGHLIGHTS

OUR CONTRACTORS MILLED AND RESURFACED APPROXIMATELY 21 LANE MILES OF ROADWAY AND STRIPED APPROXIMATELY 35 MILES OF ROADWAY. WE MADE MULTIPLE REPAIRS TO ROADWAYS. WE INSPECTED APPROXIMATELY 75 CONSTRUCTION SITES.

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
WORK ORDERS COMPLETED WITHIN ONE WEEK	82%	80%	83%	83%	82%
WORK ORDERS COMPLETED WITHIN TWO WEEKS	85%	84%	85%	84%	83%
WORK ORDERS COMPLETED WITHIN THREE WEEKS	89%	88%	89%	88%	88%
WORK ORDERS COMPLETED WITHIN FOUR WEEKS	96%	95%	96%	96%	95%
SERVICE QUALITY					
CITIZEN GENERATED WORK ORDERS - 24 HRS	96%	95%	96%	96%	96%
CITIZEN GENERATED WORK ORDERS - 48 HOURS	97%	96%	97%	97%	96%
CITIZEN GENERATED WORK ORDERS - 73 HOURS	98%	97%	97%	98%	98%
CITIZEN GENERATED WORK ORDERS - 1 WEEK	99%	99%	99%	99%	99%

WORKLOAD INDICATOR

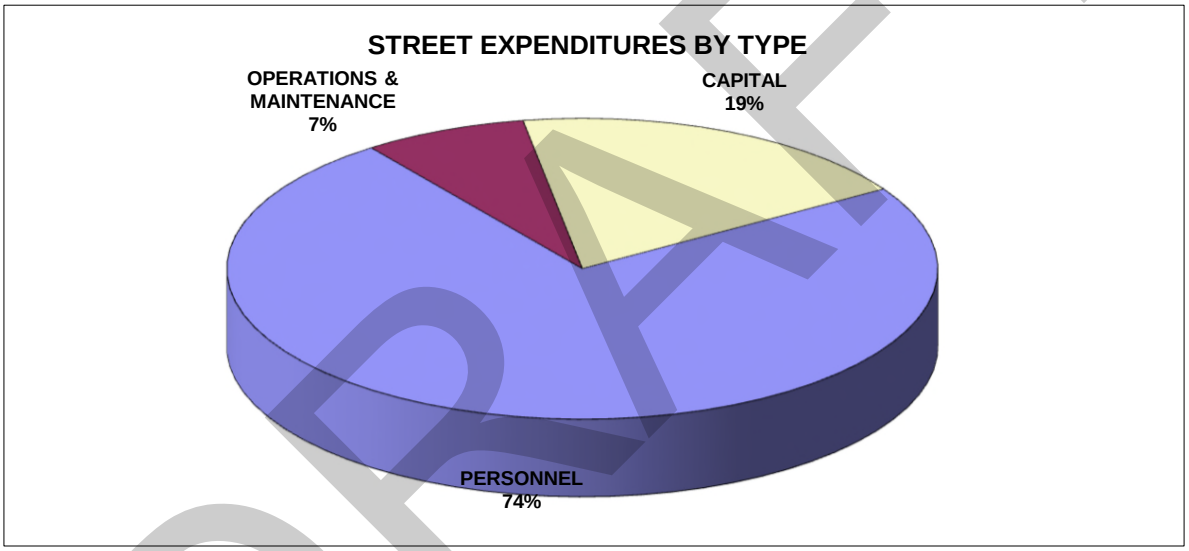
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
WORK ORDERS PROCESSED	879	870	831	865	878
BRUSH SERVICE-LOCATIONS	15,255	15,270	15,320	15,374	15,524
LANE MILES	628	632	641	645	649
TONS OF SALT SPREAD	414	385	5	26	459
TRAFFIC CONTROL SIGNS INSTALLED	589	532	518	534	812
PROJECT INSPECTIONS	99	104	102	92	98
BRUSH LOADS HAULED	1,020	1,043	1,051	1,096	1,121
TONS OF PAVEMENT - POTHOLES/PATCHING	395	385	1,650	1,352	652
TONS OF PAVEMENT - OVERLAYS	113,254	12,540	15,064	14,108	14,265

* UTILIZED A GPS SHAPEFILE TO MORE ACCURATELY CALCULATE ROAD MILEAGE

DRAFT

STREET

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	PUBLIC WORKS SUPERINTENDENT	0.5	0.5	0.5	0.5	0.5
F	STREETS SUPERVISOR	0.5	0.5	0.5	0.5	0.5
F	TRAFFIC SIGN TECHNICIAN	1	1	1	1	1
F	LIGHT EQUIPMENT OPERATOR	2	2	2	2	4
P	LIGHT EQUIPMENT OPERATOR	1	0	0	0	0
P	COMMUNITY SERVICE	2	2	2	0	0
P	CEMETERY CARETAKER	0	1	1	1	1
F	EQUIPMENT OPERATOR	0	0	0	0	0
F	LEAD EQUIPMENT OPERATOR	0	0	0	0	0
F	UTILITY WORKER	0	0	0	0	0
P	UTILITY WORKER	0	0	0	0	0
	TOTAL POSITIONS	**7.0**	**7.0**	**7.0**	**5.0**	**7.0**
	FTE	**5.8**	**6.4**	**6.4**	**4.8**	**6.8**



DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	366,324	455,206	545,000	494,570	687,200	687,200	687,200
OPERATIONS & MAINTENANCE	136,852	234,813	119,200	61,460	70,000	69,500	69,500
CAPITAL	4,808,104	5,129,978	881,000	553,790	175,000	175,000	175,000

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ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-43100								
111	SALARIES	176,218	247,791	279,300	259,000	383,500.00	383,500	383,500
112	OVERTIME	11,191	10,821	25,100	12,100	$19,700.00	$19,700.00	$19,700.00
113	LITTER CONTROL	1,543	6,655	9,700	5,650	-	-	-
141	OASI (EMPLOYER'S SHARE)	13,863	18,270	22,600	20,120	30,900	30,900	30,900
142	HEALTH INSURANCE	77,298	80,842	98,800	98,800	164,800	164,800	164,800
143	RETIREMENT/PENSION	61,698	65,761	69,800	66,100	45,800	45,800	45,800
145	OTHER INSURANCE	1,413	1,966	2,200	2,500	2,900	2,900	2,900
146	WORKER'S COMPENSATION	23,100	23,100	37,500	30,300	39,600	39,600	39,600
148	EDUCATION & TRAINING	494	1,950	800	2,100	2,700	2,700	2,700
190	EMPLOYMENT TESTING	441	458	-	-	-	-	-
235	PROFESSIONAL ASSOCIATIONS	70	-	200	-	200	200	200
237	ADVERTISING/LEGAL	218	473	300	610	300	300	300
241	UTILITY SERVICES	2,126	2,101	2,400	2,080	2,400	2,400	2,400
242	UTILITY SERVICES - SSA SUPPLEMENTAL	-	76,310	-	-	-	-	-
245	TELEPHONE SERVICES	2,991	4,381	4,700	3,790	4,500	4,500	4,500
261	REPAIR & MAINTENANCE/VEHICLES	739	20,652	3,000	1,700	2,000	2,000	2,000
269	REPAIR & MAINTENANCE - OTHER	8,021	3,447	7,000	4,270	3,500	3,500	3,500
290	CONTRACTUAL SERVICES	4,396	4,740	54,500	6,960	6,400	6,400	6,400
320	OPERATING SUPPLIES	8,511	14,227	10,500	8,130	11,000	10,500	10,500
321	LITTER CONTROL SUPPLIES	545	355	500	770	700	700	700
326	CLOTHING AND UNIFORMS	5,092	5,334	5,500	4,440	7,000	7,000	7,000
331	GAS, OIL & FUEL	16,682	13,678	15,000	12,370	14,000	14,000	14,000
341	TOOLS	2,636	2,997	3,000	2,330	4,500	4,500	4,500
511	BUILDING INSURANCE	400	400	1,400	1,400	300	300	300
512	VEHICLE INSURANCE	4,000	4,000	5,200	5,200	6,100	6,100	6,100
513	LIABILITY INSURANCE	78,800	78,800	4,800	4,800	3,900	3,900	3,900
799	SUNDRY	690	510	400	510	500	500	500
940	TRANSFER TO CAPITAL	4,808,104	5,129,978	881,000	553,790	175,000	175,000	175,000
	TOTAL STREET	**5,311,280**	**5,819,997**	**1,545,200**	**1,109,820**	**932,200**	**931,700**	**931,700**

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VEHICLE MAINTENANCE

PURPOSE STATEMENT

THE VEHICLE MAINTENANCE DEPARTMENT IS RESPONSIBLE FOR THE MANAGEMENT, PREVENTIVE MAINTENANCE, AND REPAIRS OF ALL TOWN OWNED VEHICLES AND EQUIPMENT.

MAJOR HIGHLIGHTS

OUTFITTED 10 NEW POLICE CARS AND PUT THEM IN SERVICE. MADE REPAIRS TO MULTIPLE VEHICLES AND TOWN EQUIPMENT.

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
WORK ORDERS COMPLETED WITHIN 1 WEEK	98%	99%	99%	99%	98%
WORK ORDERS COMPLETED WITHIN 2 WEEKS	99%	99%	99%	99%	99%
WORK ORDERS COMPLETED WITHIN 3 WEEKS	100%	100%	100%	100%	99%
WORK ORDERS COMPLETED WITHIN 4 WEEKS	100%	100%	100%	100%	100%
SERVICE QUALITY					
WORK ORDERS SCHEDULED WITHIN 1 HOUR	80%	82%	80%	78%	80%
WORK ORDERS SCHEDULED WITHIN 3 HOURS	91%	91%	92%	90%	91%
WORK ORDERS SCHEDULED WITHIN 6 HOURS	95%	95%	95%	94%	94%
WORK ORDERS SCHEDULED WITHIN 8 HOURS	96%	96%	96%	97%	97%
WORK ORDERS SCHEDULED WITHIN 24 HOURS	99%	99%	99%	99%	99%

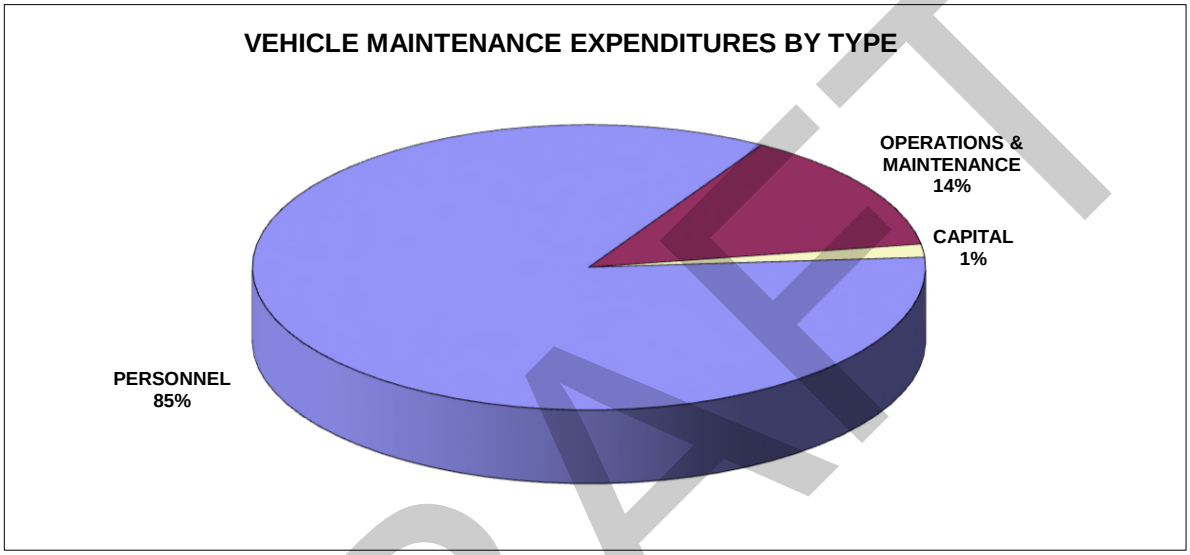
WORKLOAD INDICATOR

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
WORK ORDERS PROCESSED	784	789	754	782	796
NUMBER OF VEHICLES MAINTAINED	265	268	274	279	294
PIECES OF EQUIPMENT MAINTAINED	198	202	204	207	211

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VEHICLE MAINTENANCE

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	FLEET MANAGER	1	1	1	1	1
F	HEAVY EQUIPMENT MECHANIC	3	3	3	3	3
F	EQUIPMENT MECHANIC	1	1	1	1	1
	TOTAL POSITIONS	**5.0**	**5.0**	**5.0**	**5.0**	**5.0**
	FTE	**5.0**	**5.0**	**5.0**	**5.0**	**5.0**



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	447,866	492,493	595,400	567,870	569,300	569,300	569,300
OPERATIONS & MAINTENANCE	90,643	87,436	94,500	80,220	92,900	92,900	92,900
CAPITAL	6,000	83,910	-	-	10,000	10,000	10,000

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VEHICLE MAINTENANCE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-43170								
111	SALARIES	296,638	339,080	386,400	366,810	381,100	381,100	381,100
112	OVERTIME	681	895	1,900	3,100	1,900	1,900	1,900
141	OASI (EMPLOYER'S SHARE)	22,915	25,362	29,800	27,480	29,300	29,300	29,300
142	HEALTH INSURANCE	78,416	74,235	113,800	113,800	111,600	111,600	111,600
143	RETIREMENT/PENSION	38,149	39,874	42,800	38,850	32,600	32,600	32,600
145	OTHER INSURANCE	2,367	2,397	3,100	2,720	3,100	3,100	3,100
146	WORKER'S COMPENSATION	8,700	8,700	17,600	13,160	9,700	9,700	9,700
147	UNEMPLOYMENT INSURANCE	-	1,950	-	1,950	-	-	-
148	EDUCATION & TRAINING	1,215	16	1,400	-	1,400	1,400	1,400
190	EMPLOYMENT TESTING	-	331	-	-	-	-	-
235	PROFESSIONAL ASSOCIATIONS	-	112	100	70	100	100	100
241	UTILITY SERVICES	16,092	18,392	17,000	19,670	17,000	17,000	17,000
245	TELEPHONE SERVICES	291	-	300	-	-	-	-
261	REPAIR & MAINTENANCE/VEHICLES	(320)	385	1,500	-	1,000	1,000	1,000
269	OTHER REPAIR & MAINTENANCE	4,080	5,493	5,000	3,580	3,000	3,000	3,000
290	CONTRACTUAL SERVICES	5,474	4,244	4,700	4,300	4,700	4,700	4,700
320	OPERATING SUPPLIES	30,472	28,454	29,000	23,770	29,000	29,000	29,000
326	CLOTHING AND UNIFORMS	3,854	4,173	4,500	4,320	4,500	4,500	4,500
331	GAS, OIL & FUEL	18,908	15,378	18,000	11,510	18,000	18,000	18,000
341	TOOLS	4,777	4,704	5,000	5,300	5,000	5,000	5,000
511	BUILDING INSURANCE	1,800	1,800	4,100	4,100	4,600	4,600	4,600
512	VEHICLE INSURANCE	1,500	1,500	1,800	1,800	2,600	2,600	2,600
513	LIABILITY INSURANCE	2,300	2,300	1,800	1,800	1,500	1,500	1,500
799	SUNDRY	200	154	300	-	500	500	500
940	TRANSFER TO CAPITAL	6,000	83,910	-	-	10,000	10,000	10,000
	TOTAL VEHICLE MAINTENANCE	**544,509**	**663,839**	**689,900**	**648,090**	**672,200**	**672,200**	**672,200**

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PURPOSE STATEMENT

THE TOWN OF SMYRNA MANAGES AND MAINTAINS MAPLEVIEW CEMETERY FOR THE DIGNITY OF ITS CLIENTS. WE STRIVE TO PROVIDE RESPECTFUL AND AFFORDABLE INTERMENT THAT MEETS THE CULTURAL, ECONOMIC, RELIGIOUS, AND SOCIAL NEEDS OF THE COMMUNITY.

WORKLOAD INDICATOR

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
GRAVES SOLD	159	157	119	130	137
INTERMENTS	144	132	106	118	118

ACCT	*DESCRIPTION*	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
110-43400								
245	TELEPHONE SERVICES	1,307	2,189	2,100	1,560	900	900	900
290	CONTRACTUAL SERVICES	22,879	24,475	28,000	24,590	29,000	29,000	29,000
341	TOOLS	1,005	1,969	1,000	1,220	400	400	400
	TOTAL CEMETERY	**25,191**	**28,633**	**31,100**	**27,370**	**30,300**	**30,300**	**30,300**

DRAFT

HEALTH, WELFARE & CULTURE

PURPOSE STATEMENT

THE POLICY OF THE TOWN OF SMYRNA FOR HEALTH, WELFARE, & CULTURE (NON-PROFIT ORGANIZATIONS) FUNDING IS TO PROVIDE SUFFICIENT RESOURCES NECESSARY TO SUSTAIN A HIGH LEVEL OF COMMUNITY SERVICES FOR THE CITIZENS OF SMYRNA.

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-44000								
	INTERGOVERNMENTAL							
721	RUTHERFORD CO. DEPT OF HEALTH	4,500	4,500	4,500	4,500	4,500	4,500	4,500
724	SMYRNA LINEBAUGH LIBRARY OPER BUD	423,450	423,450	447,324	447,324	591,763	447,324	447,324
766	SMYRNA LINEBAUGH LIBRARY CAPITAL	-	-	-	-	75,206	-	-
729	RUTHERFORD CO RABIES CONTROL	40,000	40,000	40,000	40,000	41,200	41,200	41,200
758	TN REHABILITATION CENTER	3,500	3,500	3,605	3,605	3,713	3,713	3,713
765	RUTHERFORD CO. EMERG MGMT AGENCY	18,413	18,796	23,000	23,000	24,500	24,500	24,500
	INTERGOVERNMENTAL SUB-TOTAL	**489,863**	**490,246**	**518,429**	**518,429**	**740,882**	**521,237**	**521,237**
	NONPROFIT COMMUNITY DEVELOPMENT							
725	RUTHERFORD CO CHAMBER-TOURISM	20,000	20,000	20,000	20,000	20,000	20,000	20,000
742	RUTHERFORD CO. CHAMBER-ECON. DEV.	25,000	25,000	25,000	25,000	25,000	25,000	25,000
745	RUTHERFORD CO. CHAMBER-DEST. RUTH.	75,000	75,000	75,000	75,000	75,000	75,000	75,000
757	SISTER CITY-ZAMA	12,000	12,000	12,000	12,000	12,000	12,000	12,000
728	SAM DAVIS MEMORIAL ASSOC.	15,000	15,000	15,000	15,000	15,000	15,000	15,000
767	TRANSIT ALLIANCE OF MIDDLE TN	500	500	500	500	-	-	-
	NONPROFIT COMM. DEV. SUB-TOTAL	**147,500**	**147,500**	**147,500**	**147,500**	**147,000**	**147,000**	**147,000**
	NONPROFIT OTHER							
762	CHILD ADVOCACY CENTER	24,000	24,000	24,000	24,000	274,000	274,000	274,000
764	SMYRNA CHARITY ASSISTANCE FUND	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	NONPROFIT OTHER SUB-TOTAL	**59,000**	**59,000**	**59,000**	**59,000**	**309,000**	**309,000**	**309,000**
	TOTAL HEALTH, WELFARE & CULTURE	**696,363**	**696,746**	**724,929**	**724,929**	**1,196,882**	**977,237**	**977,237**

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PURPOSE STATEMENT

SMYRNA GOLF COURSE PROVIDES AFFORDABLE RECREATIONAL OPPORTUNITIES THAT ENHANCE THE QUALITY OF LIFE FOR THE SMYRNA COMMUNITY. AS A PUBLIC GOLF FACILITY, WE SUPPORT LIFELONG PARTICIPATION IN THE GAME BY OFFERING ACCESSIBLE DAILY PLAY, LEAGUES, YOUTH AND INSTRUCTIONAL PROGRAMMING, AND OPPORTUNITIES FOR COMMUNITY AND CORPORATE OUTINGS. OUR PURPOSE IS TO RESPONSIBLY STEWARD PUBLIC RESOURCES WHILE PROMOTING RECREATION, WELLNESS, AND COMMUNITY ENGAGEMENT FOR RESIDENTS OF ALL AGES AND

MAJOR HIGHLIGHTS

SUCCESSFUL YEAR FOR ROUNDS AND REVENUE:
* 48,116 ROUNDS REGULATION AND EXECUTIVE COMBINED

REVENUE 1% OVER PROJECTED/APPROVED REVENUE BUDGET
EXPENSES 7% UNDER BUDGETED EXPENSE BUDGET
HOSTED 11TH ANNUAL DRIVE, CHIP AND PUTT REGIONAL QUALIFIER
SUCCESSFUL UNITED WAY OUTING WITH RECORD FUNDS REALIZED
25TH ANNUAL SPECIAL OLYMPICS STATE CHAMPIONSHIP
ADDED PGA HOPE PROGRAMMING AND LEAGUE PLAY
HOME TO THREE HIGH SCHOOL AND FOUR MIDDLE SCHOOL GOLF TEAMS

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
PERSONNEL COST PERCENTAGE	60.2%	55.4%	63.1%	65.0%	65.0%
OPERATIONAL COST PERCENTAGE	39.8%	44.6%	36.9%	35.0%	35.0%
SNACK BAR PROFIT MARGIN	37.0%	41.0%	40.0%	42.0%	46.0%
GOLF SHOP PROFIT MARGIN	30.0%	33.0%	11.0%	36.0%	33.0%

WORKLOAD INDICATOR

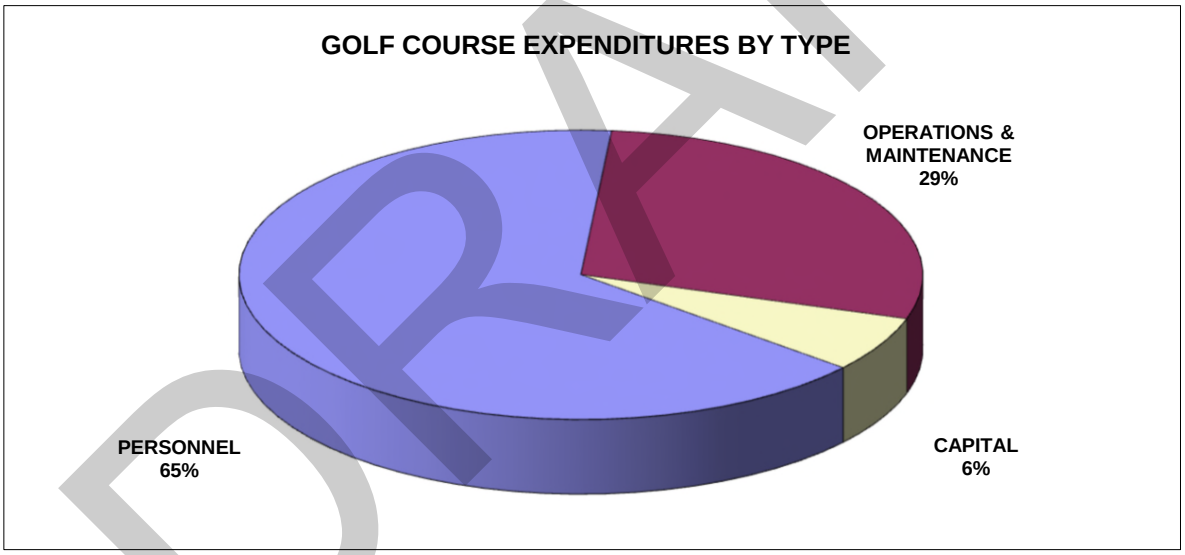
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
ROUNDS/REGULATION	29,889	29,657	31,737	34,624	34,298
ROUNDS/EXECUTIVE	10,524	10,690	12,522	9,568	13,828
FOOTGOLF	834	678	679	648	714
ACRES MAINTAINED	219	219	219	219	219
CORPORATE LEAGUES	4	5	4	5	3
CORPORATE OUTINGS	26	18	23	18	25
GREEN FEES	N/A	N/A	N/A	59,626*	61,182

*NEW INDICATOR

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GOLF COURSE

PERSONNEL		Fiscal Year				
STATUS	POSITION	23-24	24-25	24-25	25-26	26-27
F	DIRECTOR OF GOLF COURSE	1	1	1	1	1
F	GOLF SUPERINTENDENT	1	1	1	1	1
F	ASSISTANT GOLF SUPERINTENDENT	1	1	1	1	1
F	ASSISTANT GOLF PROFESSIONAL	2	2	2	2	2
F	HEAVY EQUIPMENT MECHANIC	1	1	1	1	1
F	PRO SHOP MANAGER	1	1	1	1	1
P	GOLF SHOP ATTENDANT	1	1	1	1	1
F	HEAD CART ATTENDANT	1	1	1	1	1
F	CART ATTENDANT	0	0	0	0	0
P	CART ATTENDANT	4	4	4	4	4
F	LEAD GROUNDSKEEPER	0	2	2	1	1
F	GROUNDSKEEPER	5	3	3	4	4
P	GROUNDSKEEPER	2	2	2	3	3
F	SNACK BAR MANAGER	1	1	1	1	1
F	SNACK BAR ATTENDANT	1	1	1	1	1
P	SNACK BAR ATTENDANT	1	1	1	2	2
	TOTAL POSITIONS	**23.0**	**23.0**	**23.0**	**25.0**	**25.0**
	FTE	**21.6**	**21.4**	**21.4**	**21.4**	**23.0**



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	1,167,588	1,267,603	1,456,400	1,396,770	1,455,400	1,455,400	1,455,400
OPERATIONS & MAINTENANCE	466,928	493,687	630,700	648,180	635,900	634,900	634,900
CAPITAL	45,508	88,879	114,100	125,000	137,700	137,700	137,700

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GOLF COURSE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-44450								
111	SALARIES	830,071	886,780	1,010,700	966,100	1,009,000	1,009,000	1,009,000
112	OVERTIME	2,319	5,091	7,600	9,490	8,500	8,500	8,500
141	OASI (EMPLOYER'S SHARE)	61,633	66,392	78,000	72,700	81,000	81,000	81,000
142	HEALTH INSURANCE	226,133	260,362	302,100	302,100	283,400	283,400	283,400
143	RETIREMENT/PENSION	34,650	36,076	45,100	33,630	59,600	59,600	59,600
145	OTHER INSURANCE	5,282	5,402	6,800	5,950	7,100	7,100	7,100
146	WORKER'S COMPENSATION	7,500	7,500	6,100	6,800	6,800	6,800	6,800
148	EDUCATION & TRAINING	700	393	1,600	1,530	3,300	3,300	3,300
190	EMPLOYMENT TESTING	191	498	-	-	-	-	-
235	PROFESSIONAL ASSOCIATIONS	2,168	1,709	2,700	1,250	1,900	1,900	1,900
237	ADVERTISING/LEGAL	11	-	-	-	-	-	-
241	UTILITY SERVICES	40,546	33,335	36,000	35,640	36,000	36,000	36,000
245	TELEPHONE SERVICES	1,147	1,092	1,100	1,000	1,000	1,000	1,000
261	REPAIR & MAINT - VEHICLES & EQUIP	27,001	25,436	28,000	24,490	30,000	30,000	30,000
265	REPAIR & MAINT - GROUNDS	31,250	25,773	28,000	30,180	30,000	30,000	30,000
266	REPAIR & MAINT - BUILDINGS	676	1,511	1,000	1,660	1,500	1,500	1,500
267	REPAIR & MAINT - IRRIGATION	8,629	17,798	8,000	16,500	12,000	12,000	12,000
269	REPAIR & MAINT - TOOLS	1,068	1,323	2,000	1,480	2,000	2,000	2,000
290	CONTRACTUAL SERVICES	5,972	8,107	8,000	7,600	8,000	8,000	8,000
295	HANDICAP FEES	2,646	2,565	2,500	2,460	2,500	2,500	2,500
300	OPERATING SUPPLIES - MTNC BLDG	696	755	1,000	830	1,000	1,000	1,000
320	OPERATING SUPPLIES	3,003	2,981	4,500	3,220	6,000	5,000	5,000
321	CHEMICAL SUPPLIES	56,851	69,367	65,000	81,200	70,000	70,000	70,000
325	RANGE SUPPLIES	5,543	4,608	7,500	6,100	7,500	7,500	7,500
326	CLOTHING & UNIFORMS	1,514	395	3,000	1,970	3,500	3,500	3,500
327	JANITORIAL SUPPLIES	4,810	3,095	4,000	3,130	4,000	4,000	4,000
331	GAS, OIL & FUEL	15,424	15,056	20,000	16,320	20,000	20,000	20,000
341	TOOLS	-	217	-	910	-	-	-
351	PRO SHOP SUPPLIES FOR RESALE	80,156	91,656	90,000	82,050	90,000	90,000	90,000
352	FOOD SUPPLIES FOR RESALE	119,471	124,296	110,000	133,670	115,000	115,000	115,000
511	BUILDING INSURANCE	2,900	2,900	8,800	8,800	7,300	7,300	7,300
512	VEHICLE INSURANCE	500	500	600	600	900	900	900
513	LIABILITY INSURANCE	-	-	5,800	5,800	4,700	4,700	4,700
531	EQUIPMENT LEASE - TEXTRON	13,021	13,021	28,000	13,020	13,000	13,000	13,000
532	LAND RENTAL (AIRPORT AUTHORITY)	-	-	123,600	123,600	124,800	124,800	124,800
798	BANK CARD SERVICE CHARGE	41,034	45,300	40,000	43,170	40,000	40,000	40,000
940	TRANSFER TO CAPITAL	45,508	88,879	114,100	125,000	137,700	137,700	137,700
	TOTAL GOLF COURSE EXPENDITURES	**1,680,024**	**1,850,169**	**2,201,200**	**2,169,950**	**2,229,000**	**2,228,000**	**2,228,000**

DRAFT

PARKS & RECREATION

PURPOSE STATEMENT

TO ENHANCE THE QUALITY OF LIFE FOR ALL CITIZENS OF THE SMYRNA COMMUNITY BY PROVIDING A DIVERSITY OF RECREATIONAL PROGRAMS, WELLNESS PROGRAMS, AND BOTH PASSIVE AND ACTIVE PARK FACILITIES, BY USING THE MOST EFFICIENT AND CUSTOMER SERVICE FRIENDLY METHODS POSSIBLE.

MAJOR HIGHLIGHTS

CEDAR STONE PARK PHASE II BID AND CONSTRUCTION
ROTARY SOCCER PARK IMPROVEMENTS
ASPHALT IMPROVEMENTS - PARK ROADS AND PARKING LOTS
EXHIBIT RENTALS FOR THE SMYRNA OUTDOOR CENTER
PARK RANGER PROGRAM IMPLEMENTATION
SPLASHTOWN POOL IMPROVEMENTS

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
% OF PARKS BUDGET FUNDED THROUGH PARTNERSHIPS, VOLUNTEER EFFORTS, AND REVENUE GENERATION	37.0%	39.0%	42.0%	37.0%	35.0%
# OF ACRES MAINTAINED PER EMPLOYEE	24	23	23	22	21
SERVICE QUALITY					
PERCENT OF YOUTH AND PARENTS RATING PROGRAMS AND FACILITIES AS GOOD OR ABOVE	90.0%	90.0%	90.0%	90.0%	90.0%
% OF WORK ORDERS COMPLETED ON TIME	97.0%	95.0%	99.0%	100.0%	95.0%

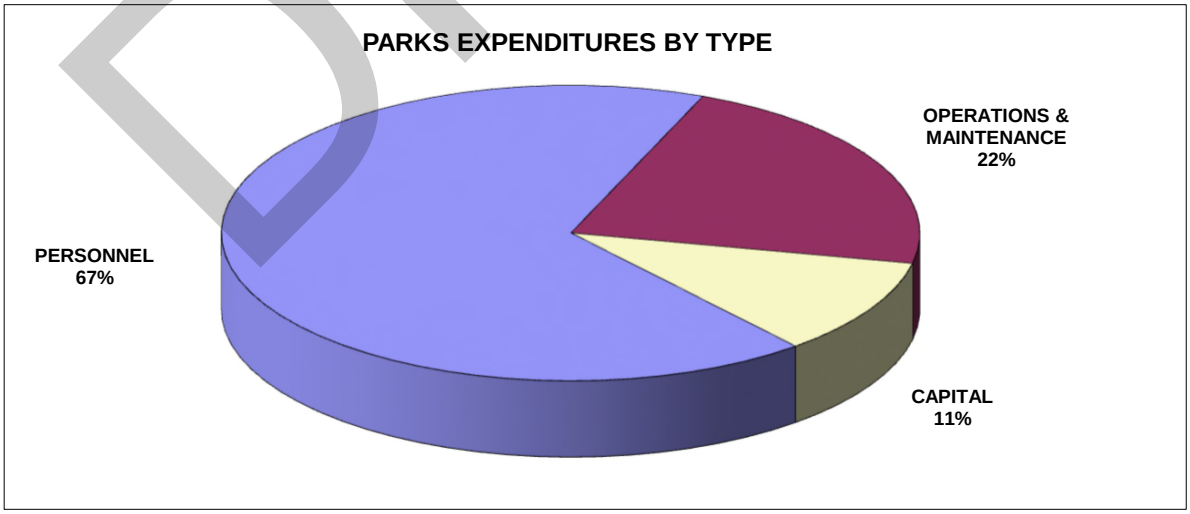
WORKLOAD INDICATOR

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
ACRES OF PARK FACILITIES	833	820	820	820	820
PARK USERS	1,436,325	1,794,165	2,063,877	1,728,488	2,402,999
LEAGUE PARTICIPANTS	5,209	6,474	6,447	9,534	9,414
LEAGUE TEAMS	481	532	544	761	694
ADVENTURE CENTER PROGRAM PARTICIPANTS	4,741	10,974	14,928	12,397	21,095
SOAC & POOL VISITS (MEMBERHSIP & DAILY)	50,083	59,877	68,725	56,727	77,257
NUMBER OF MEMBERSHIPS SOLD	232	273	213	202	216
NUMBER OF SOAC ROOM RENTALS	51	114	114	100	97
NUMBER OF POOL PARTIES, FUNBRELLA, & GM SPLASHPAD RENTALS	130	141	137	168	166
NUMBER OF BUILDING & SHELTER RENTALS	1,341	1,372	1,344	1,049	1,222
NUMBER OF FIELD RENTALS OUTSIDE LEAGUE USE	449	730	689	475	658

*COVID-19 CLOSURES

DRAFT

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	DIRECTOR OF PARKS	1	1	1	1	1
F	ASSISTANT DIRECTOR OF PARKS & REC	1	1	1	1	1
F	EXECUTIVE ASSISTANT	1	1	0	0	0
F	OFFICE COORDINATOR	1	1	1	1	1
F	ADMINISTRATIVE ASSISTANT	2	2	3	3	3
F	MAINTENANCE SUPERVISOR	2	2	2	2	2
F	MAINTENANCE TECHNICIAN II	4	4	4	4	4
F	MAINTENANCE TECHNICIAN	2	3	3	3	3
F	PROGRAM & AQUATIC COORDINATOR	1	1	1	1	1
S	ASSISTANT PROGRAM AND AQUATIC COOR.	1	1	1	1	1
S	HEAD LIFEGUARD	2	2	2	2	2
S	LIFEGUARD	27	27	27	27	27
S	OUTDOOR RECREATION ASSISTANT	1	1	1	1	1
S	SPLASH PAD ATTENDANT	4	3	3	3	3
S	CLERK	4	4	4	4	4
F	RECREATION PROGRAM MANAGER	1	1	1	1	1
F	ATHLETIC EVENT COORDINATOR	1	2	3	3	3
F	ATHLETIC AND EVENT REPRESENTATIVE	1	1	0	0	0
P	ATHLETIC AND EVENT REPRESENTATIVE	0	0	0	2	2
F	LANDSCAPE LEADER	1	1	1	1	1
F	LEAD GROUNDSKEEPER	6	6	7	7	7
P	LEAD GROUNDSKEEPER	1	0	0	0	0
F	GROUNDSKEEPER	3	3	3	3	3
P	GROUNDSKEEPER	0	0	1	1	1
P	PARKS LABORER	11	9	9	9	9
S	PARKS LABORER	4	4	4	4	4
F	SITE SUPERVISOR	1	1	1	1	1
S	SITE SUPERVISOR	0	1	1	1	1
F	OUTDOOR CENTER MANAGER	1	1	1	1	1
F	SOAC RECREATION & PROGRAM COOR.	1	1	1	1	1
F	PROGRAM SPECIALIST COORDINATOR	1	1	1	1	1
F	PROGRAM SPECIALIST	1	1	1	1	1
P	PROGRAM SPECIALIST	3	3	3	3	3
F	CUSTOMER SERVICE REPRESENTATIVE	1	1	1	1	1
S	SOAC CAMP COUNSELOR	0	1	1	1	1
F	OUTDOOR ADVENTURE CENTER ASSOCIATE	0	1	1	1	1
P	OUTDOOR ADVENTURE CENTER ASSOCIATE	9	7	7	7	7
	TOTAL POSITIONS	**101.0**	**100.0**	**102.0**	**104.0**	**104.0**
	FTE	**70.7**	**74.7**	**74.2**	**76.0**	**77.6**



DRAFT

PARKS & RECREATION

DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	3,582,646	4,015,254	4,753,300	4,470,820	4,972,400	4,972,400	4,972,400
OPERATIONS & MAINTENANCE	1,293,158	1,261,246	1,654,700	1,516,898	1,710,900	1,635,400	1,635,400
CAPITAL	1,848,226	1,467,210	959,400	1,029,800	781,700	781,700	781,700

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-44700								
111	SALARIES	2,538,208	2,858,823	3,365,500	3,118,830	3,568,800	3,568,800	3,568,800
112	OVERTIME	63,291	59,161	65,900	64,610	76,000	76,000	76,000
141	OASI (EMPLOYER'S SHARE)	190,369	216,695	262,700	236,190	279,000	279,000	279,000
142	HEALTH INSURANCE	614,571	690,023	864,900	864,900	836,100	836,100	836,100
143	RETIREMENT/PENSION	117,355	131,137	143,100	130,690	159,600	159,600	159,600
145	OTHER INSURANCE	15,452	16,015	18,700	17,650	19,500	19,500	19,500
146	WORKER'S COMPENSATION	43,400	43,400	32,500	37,950	33,400	33,400	33,400
148	EDUCATION & TRAINING	3,756	9,688	3,100	2,998	9,000	9,000	9,000
190	EMPLOYEE TESTING	1,207	2,850	-	-	-	-	-
211	POSTAGE	359	233	400	220	300	300	300
220	PRINTING & DUPLICATION	1,203	902	1,300	910	1,300	1,300	1,300
235	PROFESSIONAL ASSOCIATIONS	4,860	3,270	5,000	2,980	5,000	5,000	5,000
236	ADVERTISING & PROMOTIONS	3,615	2,914	3,000	1,760	3,400	3,000	3,000
241	UTILITY SERVICES	371,674	378,958	446,800	386,720	440,000	440,000	440,000
245	TELEPHONE SERVICES	3,873	4,156	4,000	4,170	5,300	5,300	5,300
261	REPAIR & MAINTENANCE/VEHICLES	16,598	19,495	20,000	17,070	22,000	20,000	20,000
264	REPAIR & MAINTENANCE/HVAC	-	671	-	-	-	-	-
265	REPAIR & MAINTENANCE/GROUNDS	73,717	42,686	70,000	60,110	84,200	75,000	75,000
268	REPAIR & MAINTENANCE/BUILDINGS	64,277	45,369	57,600	56,930	89,100	68,800	68,800
269	REPAIR & MAINTENANCE/OTHER	53,619	70,376	65,100	64,740	86,500	70,000	70,000
289	TRAVEL	6,126	365	14,100	14,100	5,300	5,300	5,300
290	CONTRACTUAL SERVICES	274,328	293,333	310,300	296,140	316,800	316,800	316,800
291	CONTRACTUAL SERVICES/PROGRAMS	6,840	5,170	9,000	5,170	6,600	6,600	6,600
320	OPERATING SUPPLIES	7,857	8,990	10,000	8,350	19,800	10,000	10,000
321	CHEMICAL SUPPLIES	68,452	58,679	67,500	58,220	67,500	67,500	67,500
326	CLOTHING AND UNIFORMS	15,451	20,037	21,900	14,670	30,700	22,000	22,000
327	JANITORIAL SUPPLIES	50,068	48,192	46,500	45,230	48,500	48,500	48,500
331	GAS, OIL & FUEL	74,524	67,829	90,000	72,000	80,000	80,000	80,000
341	TOOLS	5,031	4,973	5,300	5,620	14,800	14,800	14,800
351	SUPPLIES FOR RESALE	7,222	6,797	8,000	5,650	8,000	8,000	8,000
511	BUILDING INSURANCE	29,400	29,400	120,100	120,100	100,400	100,400	100,400
512	VEHICLE INSURANCE	11,800	11,800	16,200	16,200	22,600	22,600	22,600
513	LIABILITY INSURANCE	41,900	41,900	151,500	151,500	118,800	118,800	118,800
530	EQUIPMENT RENTAL	-	-	1,000	-	1,000	1,000	1,000
532	LAND RENTAL(AIRPORT AUTHORITY)	6	-	14,000	14,000	14,300	14,300	14,300
710	RECREATION PROGRAMS	53,170	53,881	49,000	58,490	60,200	51,600	51,600
798	VISA/MC CHARGE FEES	11,686	10,787	11,000	11,470	11,000	11,000	11,000
799	SUNDRY	2,453	2,762	2,000	2,180	2,500	2,500	2,500
936	PARK FACILITIES	28,086	14,783	31,000	19,200	36,000	36,000	36,000
940	TRANSFER TO CAPITAL	1,848,226	1,467,210	959,400	1,029,800	781,700	781,700	781,700
	TOTAL PARKS & RECREATION	**6,724,030**	**6,743,710**	**7,367,400**	**7,017,518**	**7,465,000**	**7,389,500**	**7,389,500**

DRAFT

EVENT CENTER

PURPOSE STATEMENT

THE SMYRNA EVENT CENTER IS A MULTI-PURPOSE MEETING AND BANQUET FACILITY THAT PROMOTES GROWTH IN THE BUSINESS COMMUNITY BY PROVIDING A PLACE TO HOST MEETINGS, TRAINING SESSIONS, CONFERENCES AND COMPANY GATHERINGS. FOR THE PUBLIC, IT IS A SOCIAL EVENT CENTER FOR GOVERNMENT MEETINGS, CULTURAL GATHERINGS, SCHOOL FUNCTIONS, PUBLIC AND PRIVATE ENTERTAINMENT AND SPECIALTY DINING EXPERIENCES. THE EVENT CENTER SERVES THE CITIZENS OF SMYRNA, RUTHERFORD COUNTY, AND MIDDLE TENNESSEE BY PROVIDING A WELL EQUIPPED MODERN FACILITY WITH CULINARY EXCELLENCE AND SUPERIOR CUSTOMER SERVICE.

MAJOR HIGHLIGHTS

THE SMYRNA EVENT CENTER MAJOR HIGHLIGHTS IS THAT WE HOSTED SEVERAL JROTC MILITARY BALLS, AFLAC MEETINGS, MTE/ TVA MEETINGS AND EVENTS. WE HAVE ALSO HOSTED 10 WEDDINGS THE PAST YEAR, AND MANY FAMILY REUNIONS. THE HOSPITALITY OF THE STAFF AND QUALITY OF THE FOOD AND SERVICE HAS MADE THE SMYRNA EVENT CENTER A POPULAR PLACE FOR THE COMMUNITY AND CORPORATE COMPANIES TO CHOOSE US FOR THEIR EVENS AND MEETINGS.

WORKLOAD INDICATOR

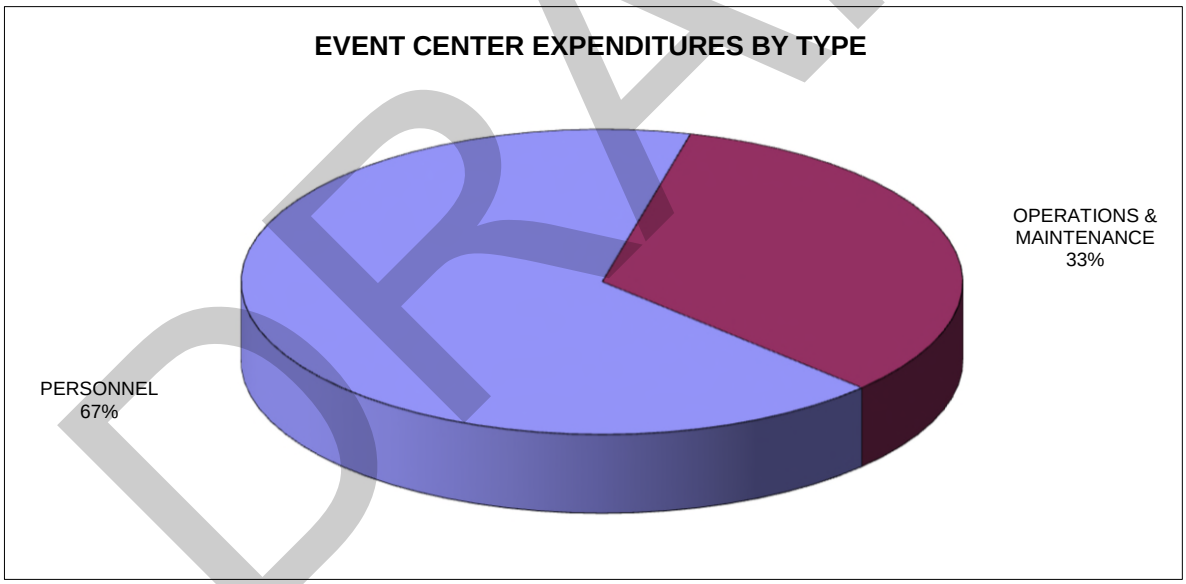
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
NUMBER OF FUNCTIONS	178	235	268	250	285
PUBLIC LUNCH BUFFET	10,676	11,239	12,064	20,000	25,000
POOL SNACK BAR GUESTS	4,076	4,698	4,788	10,000	12,500

*COVID-19 CLOSURES

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EVENT CENTER

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	GENERAL MANAGER	0	1	1	1	1
F	EVENT COORDINATOR	0	1	1	1	1
F	BANQUET CAPTAIN	1	1	1	1	1
F	BANQUET WAIT STAFF	0	0	1	1	1
P	BANQUET WAIT STAFF	8	5	6	6	6
F	HEAD CHEF	0	1	1	1	1
F	SOUS CHEF	1	1	1	1	1
F	COOK	2	2	2	2	2
P	COOK	1	0	1	1	1
F	KITCHEN STEWARD	3	1	1	1	1
P	KITCHEN STEWARD/DISHWASHER	3	0	1	1	1
S	KITCHEN STAFF	2	2	3	3	3
P	CUSTODIAN	0	1	1	1	1
F	EXEC CHEF/CONF CTR MGR	1	0	0	0	0
P	ASSISTANT BANQUET CAPTAIN	1	0	0	0	0
F	ASSISTANT BANQUET CAPTAIN	0	0	0	1	1
F	ASSISTANT MANAGER EVENT CENTER	1	0	0	0	0
	TOTAL POSITIONS	**24.0**	**16.0**	**21.0**	**22.0**	**22.0**
	FTE	**20.0**	**18.2**	**13.8**	**16.7**	**17.7**



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	621,856	736,618	1,073,800	869,980	1,020,100	1,020,100	1,020,100
OPERATIONS & MAINTENANCE	505,874	512,380	512,400	499,818	508,500	508,800	508,800
CAPITAL	187,583	125,052	114,000	216,200	-	-	-

DRAFT

EVENT CENTER

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-45000								
111	SALARIES	423,527	507,957	721,600	549,600	670,500	670,500	670,500
112	OVERTIME	8,056	4,315	14,700	4,240	8,800	8,800	8,800
141	OASI (EMPLOYER'S SHARE)	33,159	38,489	56,400	42,070	58,900	58,900	58,900
142	HEALTH INSURANCE	111,116	138,061	226,500	226,500	223,200	223,200	223,200
143	RETIREMENT/PENSION	30,133	31,801	37,900	31,340	38,000	38,000	38,000
145	OTHER INSURANCE	3,065	3,195	4,300	3,630	4,600	4,600	4,600
146	WORKER'S COMPENSATION	12,800	12,800	12,400	12,600	16,100	16,100	16,100
148	EDUCATION & TRAINING	725	-	500	-	300	300	300
190	EMPLOYEE TESTING	134	509	-	260	-	-	-
211	POSTAGE	14	-	100	-	100	100	100
220	PRINTING & DUPLICATION	-	81	200	50	100	100	100
235	PROFESSIONAL ASSOCIATIONS	765	360	500	360	400	400	400
236	ADVERTISING/PROMOTIONS	1,398	-	300	158	300	300	300
238	MARKETING & PUBLIC RELATIONS	1,644	749	500	-	500	800	800
241	UTILITIES	76,707	81,194	82,000	84,570	82,000	82,000	82,000
245	TELEPHONE SERVICES	498	496	500	500	500	500	500
264	REPAIR EVENT CENTER HVAC SYSTEM	13,760	1,170	2,000	2,350	2,000	2,000	2,000
269	REPAIR & MAINTENANCE - OTHER	35,820	29,991	30,000	15,440	30,000	30,000	30,000
290	CONTRACTUAL SERVICES	28,330	20,266	27,500	19,720	23,000	23,000	23,000
310	OFFICE SUPPLIES	1,146	2,089	1,900	620	1,200	1,200	1,200
311	SEASONAL SUPPLIES	1,197	2,516	2,500	1,110	2,000	2,000	2,000
318	LINEN SUPPLIES	16,543	18,574	18,500	17,430	18,500	18,500	18,500
319	PAPER SUPPLIES	12,732	17,482	10,000	19,000	15,000	15,000	15,000
320	OPERATING SUPPLIES	9,530	13,355	7,000	7,000	7,000	7,000	7,000
321	CHEMICAL SUPPLIES	3,175	3,220	4,000	4,410	4,000	4,000	4,000
326	CLOTHING & UNIFORMS	2,069	4,445	3,000	5,320	3,000	3,000	3,000
327	JANITORIAL SUPPLIES	3,182	1,781	3,000	1,320	2,000	2,000	2,000
331	GAS, OIL & FUEL	-	10	300	-	200	200	200
352	FOOD SUPPLIES FOR RESALE	280,021	299,556	300,000	304,030	300,000	300,000	300,000
513	LIABILITY INSURANCE	2,300	2,300	3,600	3,600	2,900	2,900	2,900
798	BANK CARD SERVICE CHARGES	14,085	11,988	14,000	12,170	13,000	13,000	13,000
799	SUNDRY	99	248	500	400	500	500	500
940	TRANSFER TO CAPITAL	187,583	125,052	114,000	216,200	-	-	-
	TOTAL EVENT CENTER	**1,315,313**	**1,374,050**	**1,700,200**	**1,585,998**	**1,528,600**	**1,528,900**	**1,528,900**

DRAFT

TRANSFERS

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
110-50000								
792	TRANSFER TO CAPITAL PROJECTS	11,563,021	9,893,192	5,191,500	6,523,190	4,284,400	4,284,400	4,284,400
796	TRANSFER TO DEBT SERVICE	1,226,092	229,240	2,000	2,000	2,000	2,000	2,000
	TOTAL TRANSFERS	**12,789,113**	**10,122,432**	**5,193,500**	**6,525,190**	**4,286,400**	**4,286,400**	**4,286,400**

DRAFT

STATE STREET AID

DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
STATE STREET AID REVENUES	2,019,286	1,919,903	1,947,000	1,957,439	2,023,000	1,943,000	1,943,000
STATE STREET AID EXPENDITURES	1,753,102	1,935,476	2,005,000	1,881,430	1,980,000	2,180,000	2,180,000
OPERATING INCOME (LOSS)	**266,184**	**(15,573)**	**(58,000)**	**76,009**	**43,000**	**(237,000)**	**(237,000)**
TRANSFER TO CAPITAL	-	40,000	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
TOTAL STATE STREET AID EXPENDITURES	**1,753,102**	**1,975,476**	**2,005,000**	**1,881,430**	**1,980,000**	**2,180,000**	**2,180,000**
SURPLUS (DEFICIT)	266,184	(55,573)	(58,000)	76,009	43,000	(237,000)	(237,000)
BEGINNING FUND BALANCE	441,870	708,054	652,481	652,481	728,490	728,490	728,490
ENDING FUND BALANCE	**708,054**	**652,481**	**594,481**	**728,490**	**771,490**	**491,490**	**491,490**

DRAFT

STATE STREET AID

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
121	**REVENUE**							
33551	STATE GAS & MOTOR FUEL TAX	1,856,002	1,862,227	1,858,000	1,845,000	1,930,000	1,850,000	1,850,000
33555	STATE STREET CONTRACT MTNC	45,458	25,460	53,000	25,647	53,000	53,000	53,000
33558	STATE REVENUE - TRANSPORTATION MOD.	9,829	23,300	15,000	27,272	-	-	-
36100	INTEREST EARNED - CHECKING	13,811	8,916	11,000	9,520	30,000	30,000	30,000
37199	MISCELLANEOUS REVENUE	94,186	-	10,000	50,000	10,000	10,000	10,000
	TOTAL STATE STREET AID REVENUE	**2,019,286**	**1,919,903**	**1,947,000**	**1,957,439**	**2,023,000**	**1,943,000**	**1,943,000**

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
121-43120								
247	STREET LIGHTING (ELEC/MTNC)	397,529	350,000	410,000	350,480	390,000	390,000	390,000
249	TRAFFIC SIGNALS (REPAIR/MTNC)	26,037	45,031	60,000	56,500	60,000	60,000	60,000
268	REPAIR AND MAINTENANCE ROADS	151,277	250,000	250,000	187,240	250,000	250,000	250,000
342	SIGN PARTS & SUPPLIES	38,542	40,445	35,000	37,210	30,000	30,000	30,000
931	STREET PAVING	1,139,717	1,250,000	1,250,000	1,250,000	1,250,000	1,450,000	1,450,000
940	TRANSFER TO CAPITAL	-	40,000	-	-	-	-	-
	TOTAL STATE STREET AID EXPENDITURES	**1,753,102**	**1,975,476**	**2,005,000**	**1,881,430**	**1,980,000**	**2,180,000**	**2,180,000**

DRAFT

DRUG FUND

DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
DRUG FUND REVENUES	71,689	44,481	70,000	47,093	45,000	45,000	45,000
DRUG FUND EXPENDITURES	30,925	42,792	31,300	39,690	21,800	21,800	21,800
OPERATING INCOME (LOSS)	**40,764**	**1,689**	**38,700**	**7,403**	**23,200**	**23,200**	**23,200**
TRAMSFER TO CAPITAL	-	-	443,700	428,200	21,000	21,000	21,000
TOTAL DRUG FUND EXPENDITURES	**30,925**	**42,792**	**475,000**	**467,890**	**42,800**	**42,800**	**42,800**
SURPLUS (DEFICIT)	40,764	1,689	(405,000)	(420,797)	2,200	2,200	2,200
BEGINNING FUND BALANCE	500,585	541,349	543,038	543,038	122,241	122,241	122,241
ENDING FUND BALANCE	**541,349**	**543,038**	**138,038**	**122,241**	**124,441**	**124,441**	**124,441**

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DRUG FUND

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
125	**REVENUE**							
35141	COUNTY TRUSTEE'S OFFICE	21,468	14,572	20,000	14,155	15,000	15,000	15,000
35143	FORFEITURES/SEIZURES	21,362	5,359	20,000	13,752	15,000	15,000	15,000
35147	GRANTS	7,500	-	-	-	-	-	-
36000	MISC. REVENUE	7,701	160	-	3,794	-	-	-
36100	INTEREST ON CHECKING	13,658	12,800	10,000	12,000	10,000	10,000	10,000
37200	SALE OF PROPERTY	-	11,590	20,000	3,392	5,000	5,000	5,000
	TOTAL DRUG REVENUE	**71,689**	**44,481**	**70,000**	**47,093**	**45,000**	**45,000**	**45,000**

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
125-42121								
112	AGENT'S ADVANCE	7,500	-	10,000	10,000	-	-	-
114	SURVEILLANCE EXPENSE	-	-	-	-	-	-	-
115	TRAINING	4,342	450	4,800	-	4,800	4,800	4,800
118	OPERATIONS	10,648	1,910	4,000	-	-	-	-
269	AUTO - REPAIRS	310	524	500	270	-	-	-
270	AUTO - TOW	3,560	700	2,000	-	3,000	3,000	3,000
289	TRAVEL	1,785	-	-	-	-	-	-
400	DRUG - EQUIPMENT	788	(3,986)	4,000	100	4,000	4,000	4,000
404	K-9 EXPENSE	1,992	43,179	6,000	29,310	10,000	10,000	10,000
799	SUNDRY	-	15	-	10	-	-	-
940	TRANSFER TO CAPITAL	-	-	443,700	428,200	$21,000	$21,000	21,000
	TOTAL DRUG FUND EXPENDITURES	**30,925**	**42,792**	**475,000**	**467,890**	**42,800**	**42,800**	**42,800**

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IMPACT FEE

DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
IMPACT FEE REVENUES	5,217,398	4,813,411	4,960,000	4,019,594	4,085,500	4,085,500	4,085,500
IMPACT FEE EXPENDITURES	3,646,564	5,339,428	5,670,050	5,163,620	4,361,450	4,361,450	4,361,450
SURPLUS (DEFICIT)	1,570,834	(526,017)	(710,050)	(1,144,026)	(275,950)	(275,950)	(275,950)
BEGINNING FUND BALANCE	6,332,954	7,903,788	7,377,771	7,377,771	6,233,745	6,233,745	6,233,745
ENDING FUND BALANCE	**7,903,788**	**7,377,771**	**6,667,721**	**6,233,745**	**5,957,795**	**5,957,795**	**5,957,795**

FUND BALANCE BY FUNCTION

PUBLIC SAFETY	3,359,050	2,517,625	1,643,592	1,507,861	938,407	938,407	938,407
PARKS	1,749,797	1,771,392	2,373,059	2,583,647	2,962,760	2,962,760	2,962,760
ROADS	2,794,941	3,088,754	2,651,070	2,142,237	2,056,628	2,056,628	2,056,628
ENDING FUND BALANCE BY TYPE	**7,903,788**	**7,377,771**	**6,667,721**	**6,233,745**	**5,957,795**	**5,957,795**	**5,957,795**

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IMPACT FEE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
126	**REVENUE**							
32012	IMPACT FEES - ROADS	2,905,153	2,480,318	3,000,000	2,100,000	2,131,500	2,131,500	2,131,500
32013	IMPACT FEES - PARKS	1,138,642	1,203,030	750,000	878,212	895,000	895,000	895,000
32014	IMPACT FEES - PUBLIC SAFETY	982,356	938,297	1,050,000	891,382	909,000	909,000	909,000
36000	MISCELLANEOUS REVENUE-ROADS	-	(36)	-	-	-	-	-
36100	INTEREST EARNED	191,247	191,802	160,000	150,000	150,000	150,000	150,000
	TOTAL IMPACT FEE REVENUE	**5,217,398**	**4,813,411**	**4,960,000**	**4,019,594**	**4,085,500**	**4,085,500**	**4,085,500**

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
126								
41700-291	IMPACT FEE STUDY	-	-	70,000	-	-	-	-
42200-750	TRANSFER TO CAP. PROJECTS-PUBLIC SAFETY	471,040	1,818,655	1,935,700	1,935,700	1,513,100	1,513,100	1,513,100
43100-750	TRANSFER TO CAP. PROJECTS-ROADS	907,368	952,821	2,181,000	1,792,070	965,000	965,000	965,000
43100-751	TRANSFER TO DEBT SERVICE FUND-ROADS	1,338,100	1,336,600	1,333,350	1,335,850	1,333,350	1,333,350	1,333,350
44700-750	TRANSFER TO CAP. PROJECTS-PARKS	930,056	1,231,352	150,000	100,000	550,000	550,000	550,000
	TOTAL IMPACT FEE EXPENDITURES	**3,646,564**	**5,339,428**	**5,670,050**	**5,163,620**	**4,361,450**	**4,361,450**	**4,361,450**

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PROJECTS FUNDED

PUBLIC SAFETY TRANSFER INCLUDES:
- STATION 2 AIRPORT EXPANSION & EXPANSION OF FIRE FLEET

PARKS TRANSFER INCLUDES:
- IMPROVEMENTS TO ROTARY SOCCER PARK

ROADS TRANSFER INCLUDES:
- ROCK SPRINGS / COOKS LANE
- ROCK SPRINGS ROAD AT OLD NASHVILLE HWY
- ROCKY FORK / ALMAVILLE ROAD
- WEAKLEY LANE
- NEW SIDEWALKS

STORM WATER

DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
STORM WATER REVENUES	2,110,311	2,189,095	2,121,000	2,284,306	2,172,000	2,882,000	2,882,000
STORM WATER EXPENDITURES	1,808,722	1,809,276	2,184,921	2,051,518	2,309,300	2,308,900	2,308,900
OPERATING INCOME (LOSS)	**301,589**	**379,819**	**(63,921)**	**232,788**	**(137,300)**	**573,100**	**573,100**
TRANSFER TO CAPITAL	1,336,236	966,898	912,300	710,500	809,000	809,000	809,000
TOTAL STORM WATER EXPENDITURES	**3,144,958**	**2,776,174**	**3,097,221**	**2,762,018**	**3,118,300**	**3,117,900**	**3,117,900**
SURPLUS (DEFICIT)	(1,034,647)	(587,079)	(976,221)	(477,712)	(946,300)	(235,900)	(235,900)
BEGINNING FUND BALANCE	3,210,946	2,176,299	1,589,220	1,589,220	1,111,508	1,111,508	1,111,508
ENDING FUND BALANCE	**2,176,299**	**1,589,220**	**612,999**	**1,111,508**	**165,208**	**875,608**	**875,608**

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STORM WATER

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
127	**REVENUE**							
32012	STORMWATER FEE	1,584,097	1,646,012	1,600,000	1,700,000	1,640,000	2,350,000	2,350,000
32013	CONSOLIDATED STORM WATER	279,686	290,500	286,000	294,292	300,000	300,000	300,000
32015	PERMIT FEE	29,493	73,041	40,000	76,922	71,000	71,000	71,000
33555	STATE STREET CONTRACT MTNC	127,370	122,685	127,000	155,378	112,000	112,000	112,000
36000	MISC. INCOME	-	1,878	-	-	-	-	-
36007	MISC. REVENUE PAYROLL	13	13	-	13	-	-	-
36100	INTEREST INCOME	69,997	34,961	50,000	29,486	30,000	30,000	30,000
36950	BAD DEBT COLLECTION	3	-	-	-	-	-	-
37191	FORFEITED PENALTIES	19,652	20,005	18,000	19,457	19,000	19,000	19,000
37200	SALE OF PROPERTY	-	-	-	8,758	-	-	-
	TOTAL STORM WATER REVENUE	**2,110,311**	**2,189,095**	**2,121,000**	**2,284,306**	**2,172,000**	**2,882,000**	**2,882,000**

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PURPOSE STATEMENT

THE STORM WATER DEPARTMENT REGULATES AND INSPECTS THE REQUIREMENTS OF THE FEDERAL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PHASE II PROGRAM. THE DEPARTMENT ALSO WORKS WITH THE STREET DEPARTMENT ON DRAINAGE ISSUES.

MAJOR HIGHLIGHTS

COMPLETED REPAIRS IN VARIOUS LOCATIONS AROUND TOWN TO REMOVE SILT FROM DITCHES AND REPLACE / REPAIR CULVERTS. REMOVED BRUSH, FALLEN TREES, AND BROKEN LIMBS DURING MULTIPLE STORM EVENTS. REPAIRED SINKHOLES IN MULTIPLE LOCATIONS. HAULED OVER 70 TONS OF STREET SWEEPINGS TO THE LANDFILL.

PERFORMANCE MEASURES

	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
WORK ORDERS COMPLETED WITHIN ONE WEEK	80%	78%	79%	80%	79%
WORK ORDERS COMPLETED WITHIN TWO WEEKS	83%	80%	82%	84%	85%
WORK ORDERS COMPLETED WITHIN THREE WEEKS	92%	91%	92%	92%	91%
WORK ORDERS COMPLETED WITHIN FOUR WEEKS	97%	95%	96%	96%	95%
SERVICE QUALITY					
CITIZEN GENERATED WORK ORDERS - 24 HRS	91%	91%	92%	92%	92%
CITIZEN GENERATED WORK ORDERS - 48 HRS	93%	92%	94%	93%	94%
CITIZEN GENERATED WORK ORDERS - 1 WEEK	95%	95%	96%	96%	97%
CITIZEN GENERATED WORK ORDERS - 1 MONTH	99%	98%	99%	99%	99%

WORKLOAD INDICATOR

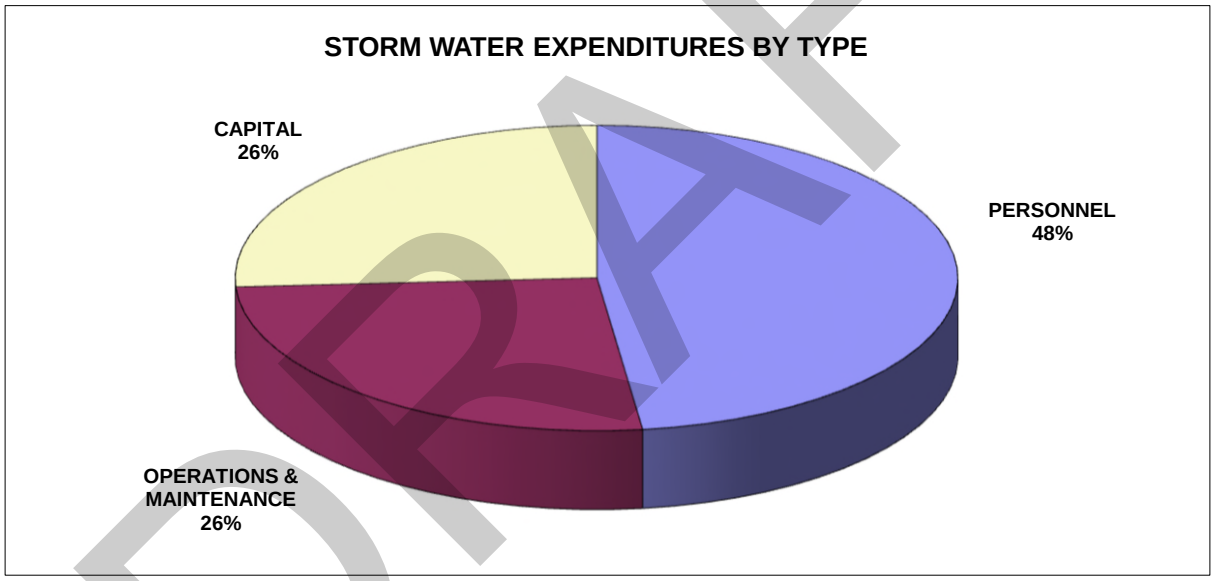
	Calendar Year				
	2021	**2022**	**2023**	**2024**	**2025**
WORK ORDERS PROCESSED	110	112	134	124	138
GREASE TRAPS INSPECTED MONTHLY	132	134	135	142	124
AVG. # ONGOING PROJECTS UNDER INSPECTION	75	77	79	82	83
DETENTION POND INSPECTIONS	323	326	332	334	422
MILES OF STREAMS INSPECTED	32	32	32	32	32
DISCHARGE SITES LOCATED	472	479	482	487	488
GRADING PERMITS ISSUED	53	43	33	40	44
NUMBER OF ILLICIT DISCHARGES	3	4	7	7	4
AS-BUILT INSPECTIONS	17	16	37	41	17

N/A - NOT AVAILABLE

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STORM WATER

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	PUBLIC WORKS SUPERINTENDENT	0.5	0.5	0.5	0.5	0.5
F	STREETS SUPERVISOR	0.5	0.5	0.5	0.5	0.5
F	ADMINISTRATIVE ASSISTANT	1	1	1	1	1
F	CONSTRUCTION INSPECTOR	1	1	1	1	1
F	STORMWATER COORDINATOR	1	1	1	1	1
F	ENVIRONMENTAL TECH	1	1	1	1	1
F	HEAVY EQUIPMENT OPERATOR	3	3	3	3	3
F	EQUIPMENT OPERATOR	0	0	0	0	0
F	LIGHT EQUIPMENT OPERATOR	5.5	7	7	7	7
F	UTILITY WORKER	1.5	0	0	0	0
S	GIS INTERN	2	2	2	2	2
F	LEAD EQUIPMENT OPERATOR	0	0	0	0	0
	TOTAL POSITIONS	**17.0**	**17.0**	**17.0**	**17.0**	**17.0**
	FTE	**16.0**	**16.0**	**17.0**	**17.0**	**16.0**



DESCRIPTION	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	1,171,064	1,182,928	1,472,600	1,362,590	1,496,000	1,496,000	1,496,000
OPERATIONS & MAINTENANCE	637,658	626,348	712,321	688,928	813,300	812,900	812,900
CAPITAL	1,336,236	966,898	912,300	710,500	809,000	809,000	809,000

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STORM WATER

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
127-43900								
111	SALARIES	776,689	755,303	913,000	824,500	934,200	934,200	934,200
112	OVERTIME	31,761	44,372	34,300	41,510	34,700	34,700	34,700
141	OASI (EMPLOYER'S SHARE)	59,659	59,698	72,600	63,010	74,200	74,200	74,200
142	HEALTH INSURANCE	241,834	260,960	367,200	367,200	360,500	360,500	360,500
143	RETIREMENT/PENSION	44,593	45,490	61,100	45,940	64,700	64,700	64,700
145	OTHER INSURANCE	5,328	4,805	7,100	5,620	7,300	7,300	7,300
146	WORKER'S COMPENSATION	11,200	12,300	17,300	14,810	20,400	20,400	20,400
149	EDUCATION & TRAINING	1,550	2,316	3,000	3,000	1,500	1,500	1,500
190	EMPLOYMENT TESTING	226	1,712	500	-	-	-	-
211	POSTAGE	67	165	100	330	400	200	200
235	PROFESSIONAL ASSOCIATIONS	4,185	6,060	4,500	5,910	4,500	4,500	4,500
236	PUBLIC PROMOTIONS	10,977	12,073	11,000	5,720	11,000	11,000	11,000
237	ADVERTISING/LEGAL	-	-	-	7	-	-	-
245	TELEPHONE SERVICES	1,711	2,597	2,000	1,970	1,700	1,700	1,700
253	AUDIT SERVICES	1,027	1,042	-	1,040	1,100	1,100	1,100
254	ENGINEERING	973	-	-	-	-	-	-
261	REPAIR & MAINTENANCE - VEHICLES	4,941	23,263	10,000	11,180	5,000	5,000	5,000
269	REPAIR & MAINTENANCE - OTHER	115,445	73,554	100,000	115,550	105,000	105,000	105,000
290	CONTRACTUAL SERVICES	146,147	135,455	170,000	150,750	200,000	200,000	200,000
320	OPERATING SUPPLIES	2,548	5,756	3,000	1,800	3,500	3,500	3,500
326	CLOTHING & UNIFORMS	7,956	7,684	8,000	7,500	8,000	8,000	8,000
331	GAS, OIL & FUEL	51,515	35,263	50,000	33,200	40,000	40,000	40,000
341	TOOLS	3,379	4,257	3,500	4,590	4,500	4,500	4,500
512	VEHICLE INSURANCE	10,300	10,300	14,400	14,400	18,200	18,200	18,200
513	LIABILITY INSURANCE	5,300	5,300	18,200	18,200	17,700	17,700	17,700
593	SUPPORT SERVICES/GENERAL FUND	256,873	294,541	312,621	312,621	389,500	389,500	389,500
799	SUNDRY	778	4,825	1,500	820	1,700	1,500	1,500
825	BAD DEBT	11,760	185	-	340	-	-	-
940	TRANSFER TO CAPITAL	1,336,236	966,898	912,300	710,500	809,000	809,000	809,000
	TOTAL STORM WATER	**3,144,958**	**2,776,174**	**3,097,221**	**2,762,018**	**3,118,300**	**3,117,900**	**3,117,900**

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INSURANCE FUND

DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
INSURANCE FUND REVENUES	12,304,856	14,170,932	16,577,500	16,903,000	15,905,100	15,905,100	15,905,100
INSURANCE FUND EXPENSES	13,594,991	14,985,243	16,189,500	15,309,300	15,691,600	15,691,600	15,691,600
SURPLUS (DEFICIT)	(1,290,135)	(814,311)	388,000	1,593,700	213,500	213,500	213,500
BEGINNING NET ASSETS	3,834,422	2,544,287	1,729,976	1,729,976	3,323,676	3,323,676	3,323,676
ENDING NET ASSETS	**2,544,287**	**1,729,976**	**2,117,976**	**3,323,676**	**3,537,176**	**3,537,176**	**3,537,176**

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INSURANCE FUND

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
129	**REVENUE**							
34500	INSURANCE PREMIUMS RECEIVED	9,225,080	9,945,072	12,150,000	12,150,000	12,100,000	12,100,000	12,100,000
34501	MEDICAL/CHILD CARE REIMB.	73,058	80,141	70,000	65,000	70,000	70,000	70,000
34502	CASUALTY PREMIUMS RECEIVED	1,834,700	1,900,000	2,800,000	2,800,000	2,400,100	2,400,100	2,400,100
36100	INTEREST	97,665	57,666	42,500	45,000	40,000	40,000	40,000
36350	INS REIMBURSEMENTS-MEDICAL	102,618	125,623	140,000	195,000	140,000	140,000	140,000
36351	OTHER REVENUE	471,752	681,679	700,000	550,000	500,000	500,000	500,000
36352	STOP LOSS REIMBURSEMENTS	478,624	739,026	650,000	941,000	650,000	650,000	650,000
36353	INS REIMBURSEMENTS-PROP & CAS	-	636,221	-	152,000	-	-	-
37199	MISCELLANEOUS REVENUE	21,359	5,504	25,000	5,000	5,000	5,000	5,000
	TOTAL INSURANCE REVENUES	**12,304,856**	**14,170,932**	**16,577,500**	**16,903,000**	**15,905,100**	**15,905,100**	**15,905,100**

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
129-41000								
150	EMPLOYEE CLAIMS PAID	8,590,890	9,757,380	10,000,000	9,706,500	10,000,000	10,000,000	10,000,000
151	MEDICAL/CHILD CARE CLAIMS PAID	66,463	80,326	70,000	65,900	70,000	70,000	70,000
152	INS STOP LOSS & THIRD PARTY ADM	1,824,909	2,055,644	2,200,000	2,075,400	2,100,000	2,100,000	2,100,000
153	RETIRED EMPLOYEE INSURANCE - OPEB	3,215	15,583	18,700	600	20,000	20,000	20,000
154	LIFE INSURANCE PREMIUMS	63,665	67,095	69,500	66,000	70,000	70,000	70,000
155	CASUALTY & WC CLAIMS	1,777,880	1,498,827	1,200,000	1,036,000	1,200,000	1,200,000	1,200,000
156	CASUALTY & WC PREMIUMS	573,462	573,462	1,600,000	1,395,000	1,200,100	1,200,100	1,200,100
157	HEALTH SAVINGS ACCOUNT	593,142	715,667	800,000	745,200	800,000	800,000	800,000
158	HEALTH CARE ACT REFORM FEES	3,132	3,481	3,800	3,900	4,000	4,000	4,000
290	CONTRACTUAL SERVICES	42,665	154,412	155,000	144,500	155,000	155,000	155,000
793	INCENTIVE PROGRAM	55,568	63,366	72,500	70,300	72,500	72,500	72,500
	TOTAL INSURANCE EXPENSES	**13,594,991**	**14,985,243**	**16,189,500**	**15,309,300**	**15,691,600**	**15,691,600**	**15,691,600**

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DEBT SERVICE

DESCRIPTION	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
DEBT SERVICE FUND REVENUES	2,607,245	2,608,730	1,607,551	1,469,657	1,469,657	1,469,657	1,469,657	1,469,657
DEBT SERVICE FUND EXPENSES	2,698,613	2,698,712	1,703,353	1,469,657	1,698,197	1,469,657	1,469,657	1,469,657
SURPLUS (DEFICIT)	(91,368)	(89,982)	(95,802)	-	(228,540)	-	-	-
BEGINNING FUND BALANCE	1,291,978	1,200,610	1,110,628	1,014,826	1,014,826	786,286	786,286	786,286
ENDING FUND BALANCE	**1,200,610**	**1,110,628**	**1,014,826**	**1,014,826**	**786,286**	**786,286**	**786,286**	**786,286**

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ACCT	DESCRIPTION	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
211	**REVENUE**								
34720	TRANSFER FROM IMPACT FEE FUND	1,016,425	1,338,100	1,336,600	1,333,350	1,333,350	1,333,350	1,333,350	1,333,350
34730	TRANSFER FROM GENERAL	1,543,582	1,226,092	229,240	2,000	2,000	2,000	2,000	2,000
36106	INTEREST INCOME - AIRPORT AUTH NOTE	47,238	44,538	41,711	39,307	39,307	39,307	39,307	39,307
36107	PRINCIPAL INCOME - AIRPORT AUTH NOTE	-	-	-	95,000	95,000	95,000	95,000	95,000
	TOTAL DEBT SERVICE REVENUE	**2,607,245**	**2,608,730**	**1,607,551**	**1,469,657**	**1,469,657**	**1,469,657**	**1,469,657**	**1,469,657**

ACCT	DESCRIPTION	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
211									
41991-175	ADMINISTRATIVE FEES	1,660	1,959	700	2,000	2,000	2,000	2,000	2,000
41991-648	PRINCIPAL 2014A 800 TRUNK BOND ISSUE	250,000	260,000	-	-	-	-	-	-
41991-649	INTEREST 2014A 800 TRUNK BOND ISSUE	20,400	10,400	-	-	-	-	-	-
41991-654	PRINCIPAL 2014B AIRPORT AUTH BOND	90,000	90,000	95,000	95,000	95,000	95,000	95,000	95,000
41991-655	INTEREST 2014B AIRPORT AUTH BOND	47,913	45,213	42,513	39,307	39,307	39,307	39,307	39,307
41991-660	PRINCIPAL - 2017 REFUNDING BOND	655,000	690,000	-	-	-	-	-	-
41991-661	INTEREST - 2017 REFUNDING BOND	67,250	34,500	-	-	-	-	-	-
41991-662	PRINCIPAL - 2019 BOND ISSUE	695,000	730,000	765,000	800,000	800,000	800,000	800,000	800,000
41991-663	INTEREST - 2019 BOND ISSUE	642,850	608,100	571,600	533,350	533,350	533,350	533,350	533,350
41991-664	PRINCIPAL - 2022 CAPITAL OUTLAY NOTE-DELL	228,540	226,266	227,400	-	226,266	-	-	-
41991-665	INTEREST - 2022 CAPITAL OUTLAY NOTE-DELL	-	2,274	1,140	-	2,274	-	-	-
	TOTAL DEBT SERVICE	**2,698,613**	**2,698,712**	**1,703,353**	**1,469,657**	**1,698,197**	**1,469,657**	**1,469,657**	**1,469,657**

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CAPITAL PROJECTS

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
320	**REVENUE**							
32005	CONTRIBUTION-OTHER GOVERNMENTS	-	269,440	112,500	-	26,800	26,800	26,800
32006	CONTRIBUTION -SPORTS LEAGUE	7,000	14,026	-	-	-	-	-
32007	PRIVATE GRANT	46,898	308,660	-	-	-	-	-
32008	STATE AND FEDERAL GRANTS - IT	-	32,105	15,000	-	-	-	-
32010	POLICE GRANT REVENUE	201,098	77,846	-	53,000	34,300	34,300	34,300
32011	TDOT GRANT REVENUE	258,886	1,470,960	3,544,000	3,269,130	2,650,200	2,650,200	2,650,200
32014	FIRE GRANT REVENUE	39,540	-	-	-	-	-	-
33197	IT GRANTS	-	-	43,500	43,500	57,000	57,000	57,000
33198	PARKS GRANTS	20,000	80,000	-	-	-	-	-
34720	TRANSFER FROM IMPACT FEE	2,308,465	4,002,828	4,301,700	3,827,770	3,028,100	3,028,100	3,028,100
34730	TRANSFER FROM GENERAL FUND	11,563,020	9,893,194	5,191,500	6,523,190	4,284,400	4,284,400	4,284,400
34770	TRANSFER FROM STORM WATER	1,336,236	966,898	912,300	710,500	809,000	809,000	809,000
34780	TRANSFER FROM STATE STREET AID	-	40,000	-	-	-	-	-
34790	TRANSFER FROM DRUG FUND	-	-	443,700	428,200	21,000	21,000	21,000
36100	INTEREST INCOME	495,036	420,601	400,000	-	400,000	400,000	400,000
36911	AMERICAN RESCUR PLAN ACT - INTERES	150,372	2,242	-	-	-	-	-
37199	MISCELLANEOUS REVENUE	(13,564)	227,536	-	-	-	-	-
36900	OTHER FINANCING	5,179,302	-	-	-	-	-	-
	TOTAL REVENUES	**21,592,289**	**17,806,336**	**14,964,200**	**14,855,290**	**11,310,800**	**11,310,800**	**11,310,800**
41210	JUDICIAL/COURTS	33,308	-	225,000	228,600	49,000	49,000	49,000
41250	PROBATION	-	-	60,000	47,700	-	-	-
41640	INFORMATION SERVICES	208,904	647,575	1,027,000	751,700	1,022,400	1,022,400	1,022,400
41700	PLANNING & CODES	32,712	225,513	283,500	179,100	305,400	305,400	305,400
41720	PUBLIC WORKS	268,833	82,983	131,400	85,700	134,200	134,200	134,200
41800	BUILDING & GROUNDS	177,059	124,671	147,200	159,000	91,500	91,500	91,500
41990	ADMINISTRATION	149,446	20,591	146,200	201,200	-	-	-
41991	FINANCE	5,143	19,420	-	-	-	-	-
41992	TREASURER	-	2,772	-	-	-	-	-
41993	HUMAN RESOURCES	3,051	-	-	50,000	-	-	-
42100	POLICE	1,485,919	1,634,016	1,345,500	1,496,900	2,006,300	2,006,300	2,006,300
42200	FIRE	8,675,996	5,992,043	4,391,100	4,354,900	4,047,000	4,047,000	4,047,000
43100	STREET	8,200,377	9,381,548	11,565,300	8,685,300	6,549,000	6,549,000	6,549,000
43170	VEHICLE MAINTENANCE	-	83,910	-	-	10,000	10,000	10,000
43900	STORM WATER	1,336,236	977,322	912,300	710,500	809,000	809,000	809,000
44450	GOLF COURSE	45,508	88,879	114,100	125,000	297,700	297,700	297,700
44700	PARKS	2,812,693	3,468,849	6,721,900	1,548,600	4,513,600	4,513,600	4,513,600
45000	EVENT CENTER	187,583	125,052	114,000	216,200	-	-	-
	TOTAL EXPENSES	**23,622,768**	**22,875,144**	**27,184,500**	**18,840,400**	**19,835,100**	**19,835,100**	**19,835,100**
	SURPLUS (DEFICIT)	(2,030,479)	(5,068,808)	(12,220,300)	(3,985,110)	(8,524,300)	(8,524,300)	(8,524,300)
	BEGINNING FUND BALANCE	40,704,249	38,673,770	33,604,962	33,604,962	29,619,852	29,619,852	29,619,852
	ENDING FUND BALANCE	**38,673,770**	**33,604,962**	**21,384,662**	**29,619,852**	**21,095,552**	**21,095,552**	**21,095,552**

FOR DETAIL OF CAPITAL PROJECTS SEE CAPITAL IMPROVEMENTS PLAN SECTION

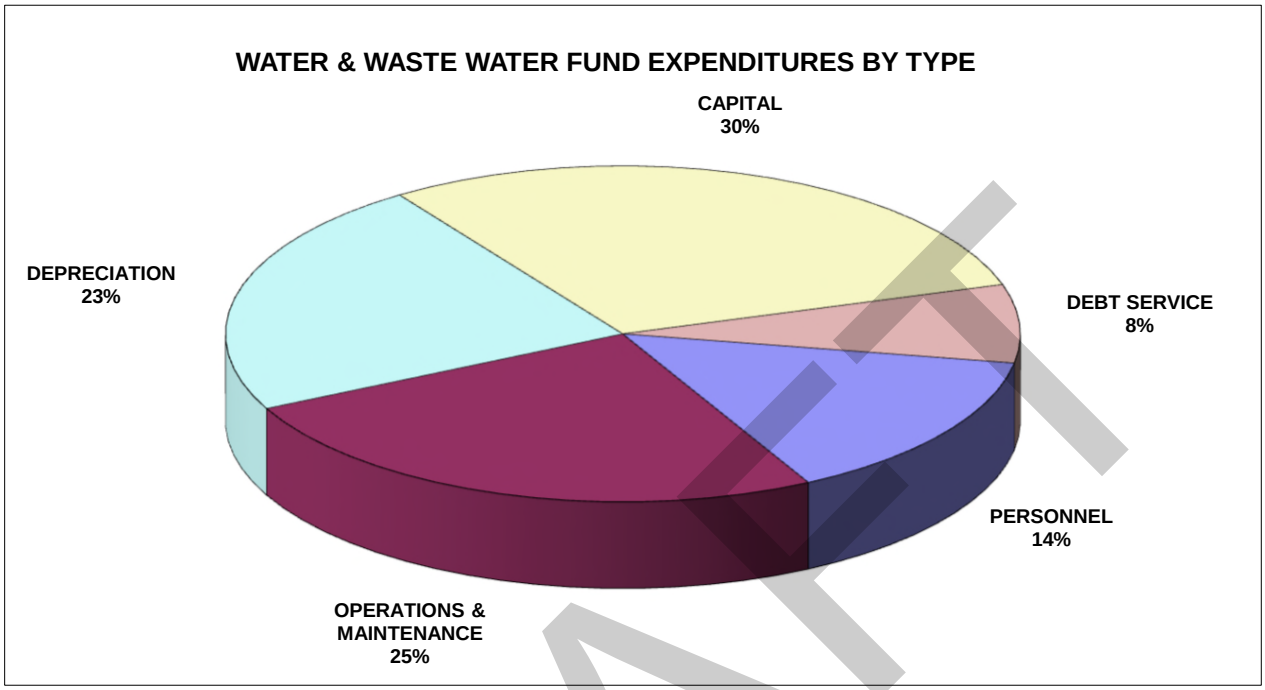
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WATER & WASTE WATER SUMMARY

DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
WATER SERVICES	12,701,741	13,728,426	14,359,400	13,695,770	15,103,500	14,111,500	14,111,500
SEWER SERVICES	13,600,268	15,043,573	15,696,200	16,087,492	16,591,800	16,591,800	16,591,800
FORFEITED PENALTIES	402,808	470,904	364,500	476,517	415,000	415,000	415,000
LESS: BAD DEBT (EXPENSE)	(67,387)	(50,372)	-	(51,050)	-	-	-
OTHER	93,860	48,767	45,200	47,520	25,200	25,200	25,200
TOTAL OPERATING REVENUE	**26,731,290**	**29,241,298**	**30,465,300**	**30,256,249**	**32,135,500**	**31,143,500**	**31,143,500**
WATER PLANT							
PERSONNEL	1,747,195	1,867,128	2,360,300	2,120,520	2,328,300	2,328,300	2,328,300
OPERATIONS & MAINTENANCE	4,729,474	4,439,478	5,384,800	4,587,210	5,036,300	5,036,300	5,036,300
DEPRECIATION	4,827,641	4,781,514	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000
WASTE WATER PLANT							
PERSONNEL	1,640,374	1,663,922	1,938,200	1,833,280	2,085,900	2,085,900	2,085,900
OPERATIONS & MAINTENANCE	2,894,878	3,684,099	3,190,300	3,143,130	3,129,300	3,129,300	3,129,300
DEPRECIATION	5,401,267	6,752,272	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000
WATER & WASTE WATER MAINTENANCE							
PERSONNEL	1,290,342	1,720,888	2,453,800	2,187,580	2,637,800	2,637,800	2,637,800
OPERATIONS & MAINTENANCE	2,554,193	2,823,336	3,115,262	3,418,352	3,555,600	3,555,600	3,555,600
TOTAL OPERATING EXPENSES	**25,085,364**	**27,732,637**	**29,542,662**	**28,390,072**	**29,873,200**	**29,873,200**	**29,873,200**
OPERATING INCOME (LOSS)	**1,645,926**	**1,508,661**	**922,638**	**1,866,177**	**2,262,300**	**1,270,300**	**1,270,300**
INTEREST INCOME	975,173	753,542	817,000	859,439	700,000	700,000	700,000
INTEREST (EXPENSE)	(718,296)	(714,862)	(625,287)	(625,317)	(625,887)	(625,887)	(625,887)
GRANT REVENUE	-	2,043,413	1,809,000	-	-	-	-
GAIN (LOSS) ON SALE OF CAPITAL ASSETS	29,161	1,924	20,000	-	10,000	10,000	10,000
NON OPERATING REVENUES / (EXPENSES)	**286,038**	**2,084,017**	**2,020,713**	**234,122**	**84,113**	**84,113**	**84,113**
INCOME BEFORE CONTRIBUTIONS & TRANSFERS	**1,931,964**	**3,592,678**	**2,943,351**	**2,100,299**	**2,346,413**	**1,354,413**	**1,354,413**
KEY INDICATORS							
SRL LOAN FORGIVENESS	-	-	-	-	-	-	-
CAPITAL CONTRIBUTIONS-TAP FEES	4,528,578	4,459,334	5,621,400	4,185,935	5,285,600	5,285,600	5,285,600
NON CASH CONTRIBUTIONS FROM DEVELOPERS	18,630,570	12,273,035	9,000,000	7,500,000	15,000,000	15,000,000	15,000,000
TRANSFERS OUT-IN LIEU OF TAX	(565,973)	(628,135)	(596,631)	(596,631)	(633,300)	(633,300)	(633,300)
CHANGE IN NET POSITION	**24,525,139**	**19,696,912**	**16,968,120**	**13,189,603**	**21,998,713**	**21,006,713**	**21,006,713**
BEGINNING NET POSITION	204,997,916	229,523,055	249,219,967	249,219,967	262,409,570	262,409,570	262,409,570
ENDING NET POSITION	**229,523,055**	**249,219,967**	**266,188,087**	**262,409,570**	**284,408,283**	**283,416,283**	**283,416,283**

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WATER & WASTE WATER SUMMARY



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	4,677,911	5,251,938	6,752,300	6,141,380	7,052,000	7,052,000	7,052,000
OPERATIONS & MAINTENANCE	10,811,930	11,625,445	12,286,993	11,796,403	12,355,100	12,355,100	12,355,100
DEPRECIATION	10,228,908	11,533,786	11,100,000	11,100,000	11,100,000	11,100,000	11,100,000
CAPITAL	-	-	7,403,300	8,793,800	14,476,400	14,476,400	14,476,400
DEBT SERVICE	718,271	714,837	3,661,970	3,661,970	3,661,970	3,661,970	3,661,970

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WATER & WASTE WATER REVENUE

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
413	**REVENUE**							
36001	SURPLUS SALES	29,161	1,924	20,000	-	10,000	10,000	10,000
36007	MISC REVENUE PAYROLL	75	125	200	150	200	200	200
36100	INTEREST EARNED - CHECKING	975,140	753,542	815,000	850,000	700,000	700,000	700,000
36110	INTEREST INCOME	33	-	2,000	-	-	-	-
36215	STEWARTS CREEK GRAVITY LINE INT	-	9,538	-	9,439	-	-	-
36900	FINANCING SOURCES	-	-	-	-	4,000,000	4,000,000	4,000,000
36910	AMERICAN RESCUE PLAN	-	2,043,413	1,809,000	-	-	-	-
36950	BAD DEBT COLLECTION	4	-	1,000	-	-	-	-
37110	METERED WATER SALES	12,528,669	13,620,664	14,237,400	13,600,000	15,000,000	14,008,000	14,008,000
37111	CONSOLIDATED SEWER	1,477,661	1,850,299	1,918,900	1,900,000	2,036,000	2,036,000	2,036,000
37119	OTHER METERED WATER SALES	32,340	34,137	32,500	34,290	32,500	32,500	32,500
37121	TREATMENT/SURCHARGE	100,059	7,467	80,000	1,706	80,000	80,000	80,000
37122	INDUSTRIAL MONITORING	53,764	53,764	51,000	52,781	53,800	53,800	53,800
37124	INDUSTRIAL PENALTIES	86,500	17,000	41,000	-	20,000	20,000	20,000
37190	LAB ANALYSIS - WATER & SEWER	-	160	-	160	-	-	-
37191	FORFEITED PENALTIES	402,808	470,904	364,500	476,517	415,000	415,000	415,000
37195	INSTALLATION CHARGES	108,460	112,930	96,000	122,640	102,000	102,000	102,000
37196	WATER TAP FEES *(IN EXCESS OF COST)*	683,055	1,057,740	1,021,400	785,935	851,000	851,000	851,000
37199	MISCELLANEOUS	93,785	48,642	45,000	47,370	25,000	25,000	25,000
37200	CONTRIBUTED LINES	18,630,570	12,273,035	9,000,000	7,500,000	15,000,000	15,000,000	15,000,000
37210	WASTE WATER SERVICE CHARGE	11,773,353	12,897,490	13,440,800	13,900,000	14,187,000	14,187,000	14,187,000
37211	CITY OF LAVERGNE SEWER	57,326	94,271	72,000	81,188	102,500	102,500	102,500
37215	WASTE WATER REUSE SALES	62,199	66,782	63,000	77,312	64,500	64,500	64,500
37220	WASTE WATER INSPECTION FEES	21,674	17,035	22,000	13,185	17,000	17,000	17,000
37296	WASTE WATER TAP FEES	3,845,523	3,401,594	4,600,000	3,400,000	4,434,600	4,434,600	4,434,600
	TOTAL REVENUE	**50,962,159**	**48,832,456**	**47,732,700**	**42,852,673**	**57,131,100**	**56,139,100**	**56,139,100**

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WATER TREATMENT PLANT

PURPOSE STATEMENT

THE WATER TREATMENT PLANT PRODUCES THE HIGHEST QUALITY OF WATER POSSIBLE AT THE MOST REASONABLE PRICE FOR ITS CUSTOMERS. THE GOAL IS TO OPERATE THE PLANT AT THE MINIMUM COST NEEDED TO PRODUCE WATER AND MEET OR EXCEED STATE AND EPA GUIDELINES.

MAJOR HIGHLIGHTS

MASON TUCKER BOOSTER STATION UPGRADE CONTINUES AND INCLUDES THE USE OF THE HILLTOP BOOSTER STATION TO INCREASE EFFICIENCY IN THE DISTRIBUTION SYSTEM. IMPROVEMENTS WERE COMPLETED IN THE REPLACEMENT OF ONE DECANT STATION VFD, ONE RAW WATER PUMP STATION VFD, AND REFURBISHING OF THE AUTOMATIC TRANSFER SWITCH FOR EMERGENCY BACKUP POWER AT THE MASON TUCKER BOOSTER STATION. ONE MEMBRANE FEED PUMP/MOTOR COMBINATION WAS REWORKED TO MAINTAIN EFFICIENCY AND RELIABILITY IN THE TREATMENT PROCESS.

PERFORMANCE MEASURES

	Fiscal Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
COST PER 1,000 GALLONS*	$2.53	$2.84	$3.01	$3.05	$3.27
SERVICE QUALITY					
TASTE AND ODOR COMPLAINTS	4	1	2	10	6

* Includes half of the Water Sewer Maintenance Costs. All Performance Measures based on fiscal year data.

WORKLOAD INDICATOR

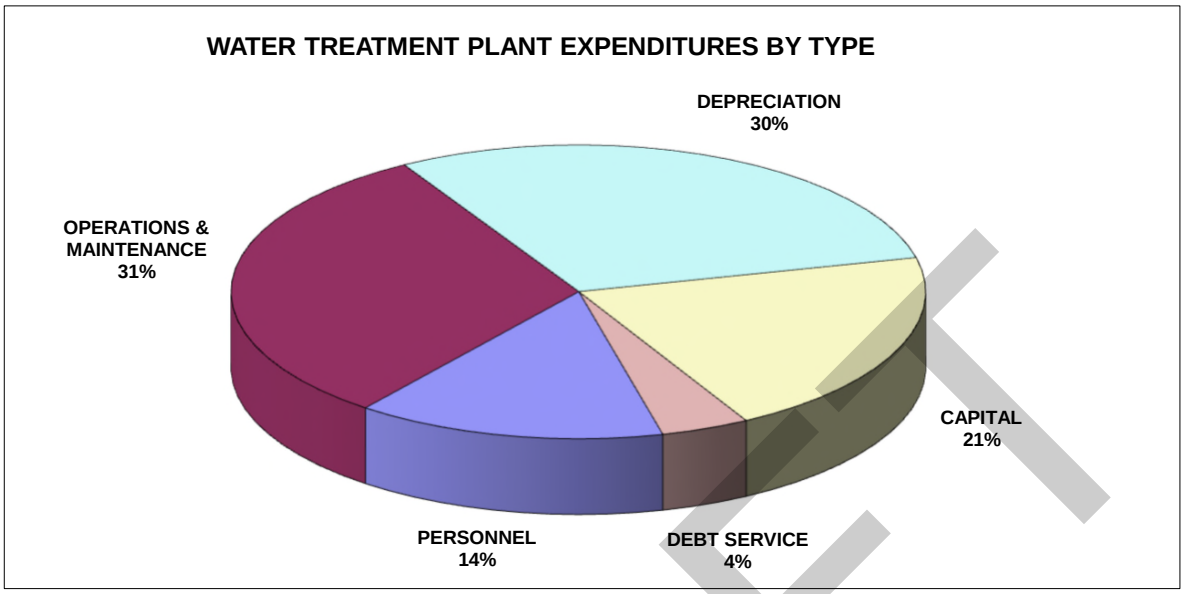
	Fiscal Year				
	2021	**2022**	**2023**	**2024**	**2025**
RAW WATER TREATED/MONTH (000,000)	4,268.3	4,167.2	4,275.0	4,536.6	4,220.7

* All Workload Indicators are based on fiscal year data.

PERSONNEL

		Fiscal Year				
STATUS	**POSITION**	**22-23**	**23-24**	**24-25**	**25-26**	**26-27**
F	WTP MANAGER	1	1	1	1	1
F	ASSISTANT MANAGER WTP	1	1	1	1	1
F	OFFICE COORDINATOR	1	1	1	1	1
F	LABORATORY SUPERVISOR	1	1	1	1	1
F	LABORATORY ANALYST	1	2	2	2	2
F	LABORATORY TECHNICIAN	1	0	0	0	0
F	MAINTENANCE SUPERVISOR	1	1	1	1	1
F	MAINTENANCE TECHNICIAN (I & II)	3	3	3	3	3
F	WTP LEAD OPERATOR	2	2	2	2	2
F	WTP OPERATOR (I - IV)	6	6	6	8	8
P	WTP OPERATOR II	0	0	0	0	0
	TOTAL POSITIONS	**18.0**	**18.0**	**18.0**	**20.0**	**20.0**
	FTE	**18.0**	**18.0**	**18.0**	**18.0**	**20.0**

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DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	1,747,195	1,867,128	2,360,300	2,120,520	2,328,300	2,328,300	2,328,300
OPERATIONS & MAINTENANCE	4,729,474	4,439,478	5,384,800	4,587,210	5,036,300	5,036,300	5,036,300
DEPRECIATION	4,827,641	4,781,514	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000
CAPITAL	-	-	2,509,400	2,511,400	3,354,000	3,354,000	3,354,000
DEBT SERVICE	153,192	99,905	665,433	665,433	665,433	665,433	665,433

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WATER TREATMENT PLANT

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
413-52100								
111	SALARIES	1,133,529	1,310,397	1,502,200	1,348,330	1,544,400	1,544,400	1,544,400
112	OVERTIME	62,386	40,799	63,800	60,350	65,500	65,500	65,500
118	COMPENSATED ABSENCES	1,431	-	1,500	-	-	-	-
141	OASI (EMPLOYER'S SHARE)	88,594	100,277	120,000	105,150	123,300	123,300	123,300
142	HEALTH INSURANCE	290,027	301,605	467,900	467,900	420,700	420,700	420,700
143	RETIREMENT/PENSION	146,382	86,213	116,900	81,710	107,400	107,400	107,400
145	OTHER INSURANCE	8,246	9,237	11,800	9,680	12,200	12,200	12,200
146	WORKER'S COMPENSATION	16,600	18,600	76,200	47,400	54,800	54,800	54,800
148	EMPLOYEE EDUCATION & TRAINING	5,555	11,674	11,500	7,670	11,000	11,000	11,000
175	ADMINISTRATIVE FEES/BONDS	20	-	600	-	600	600	600
190	EMPLOYMENT TESTING	811	3,244	-	4,920	1,000	1,000	1,000
191	IMMUNIZATION	-	-	400	-	300	300	300
200	STATE FEES	27,172	27,712	30,000	29,440	30,000	30,000	30,000
211	POSTAGE	82	1,733	200	1,670	400	400	400
220	PRINTING & DUPLICATION	1,909	670	800	-	900	900	900
235	PROFESSIONAL ASSOCIATIONS	2,440	3,161	3,400	3,170	3,400	3,400	3,400
236	ADVERTISING/PROMOTION	-	-	300	-	300	300	300
237	ADVERTISING/LEGAL	158	425	200	-	200	200	200
241	UTILITY SERVICES	1,337,247	1,316,565	1,450,000	1,249,000	1,390,500	1,390,500	1,390,500
245	TELEPHONE SERVICES	3,413	3,258	4,300	3,330	4,300	4,300	4,300
254	ARCHITECTURAL/ENGINEERING	-	-	500	8,500	200	200	200
261	REPAIR & MAINTENANCE/VEHICLES	2,557	1,563	2,000	1,290	2,500	2,500	2,500
263	REPAIR & MAINTENANCE/ WATER TANK	33,001	35,514	36,500	20,630	29,500	29,500	29,500
269	OTHER REPAIR & MAINTENANCE	535,112	149,422	250,000	162,000	200,000	200,000	200,000
289	TRAVEL	2,067	3,808	4,900	4,900	7,400	7,400	7,400
290	CONTRACTUAL SERVICES	586,219	615,794	800,000	986,230	859,300	859,300	859,300
320	OPERATING SUPPLIES	10,974	21,021	30,000	7,950	26,000	26,000	26,000
321	CHEMICAL SUPPLIES	1,940,624	2,018,032	2,366,000	1,725,560	2,100,000	2,100,000	2,100,000
322	LAB SUPPLIES	88,466	95,246	87,000	75,880	90,000	90,000	90,000
323	SAFETY SUPPLIES	11,381	3,954	3,400	3,290	3,400	3,400	3,400
324	ADMINISTRATION SUPPLIES	2,697	2,084	2,700	3,030	2,500	2,500	2,500
325	MAINTENANCE SUPPLIES	665	1,476	1,000	1,520	1,000	1,000	1,000
326	CLOTHING AND UNIFORMS	13,386	12,563	14,500	14,430	14,500	14,500	14,500
327	JANITORIAL SUPPLIES	1,796	1,312	1,700	1,170	1,700	1,700	1,700
331	GAS, OIL & FUEL	21,874	6,899	23,000	12,820	23,000	23,000	23,000
511	BUILDING INSURANCE	82,100	84,100	218,200	218,200	194,400	194,400	194,400
512	VEHICLE INSURANCE	4,000	4,000	5,200	5,200	7,800	7,800	7,800
513	LIABILITY INSURANCE	12,700	12,700	35,000	35,000	28,200	28,200	28,200
540	DEPRECIATION	4,827,641	4,781,514	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000
630	DEBT SERVICE - PRINCIPAL	-	-	590,232	590,232	590,232	590,232	590,232
638	INTEREST - SRFL 2015 A	660	612	576	576	576	576	576
639	INTEREST - 2017 REFUNDING BOND	117,717	44,861	22,929	22,929	22,929	22,929	22,929
640	INTEREST - SRFL 246 & 246-01	34,815	54,432	51,696	51,696	51,696	51,696	51,696
799	SUNDRY	1,048	1,548	1,500	410	2,000	2,000	2,000
940	PURCHASE OF CAPITAL ASSETS	-	-	2,509,400	2,511,400	$3,354,000	3,354,000	3,354,000
	TOTAL WATER TREATMENT PLANT	**11,457,502**	**11,188,025**	**15,719,933**	**14,684,563**	**16,184,033**	**16,184,033**	**16,184,033**

DRAFT

WASTE WATER TREATMENT PLANT

PURPOSE STATEMENT

PROTECTION OF PUBLIC HEALTH AND ENVIRONMENT BY THE TREATMENT OF SANITARY AND INDUSTRIAL SEWER OF THE TOWN OF SMYRNA WHILE PROVIDING THE HIGHEST QUALITY OF SERVICE TO THE CITIZENS OF SMYRNA.

MAJOR HIGHLIGHTS

THE EXTENSION OF SEWER MAINS AND LIFT STATIONS WITHIN THE JEFFERSON PIKE TDOT ROAD PROJECT FROM SAM RIDLEY PARKWAY TO I-840. SEWER REHAB PROJECT IN BASIN A DOWNTOWN AND THE TRUNK LINE ALONG HARTS BRANCH FROM BRANCH TRAIL TO THE WWTP (YEAR 1 OF 2).

PERFORMANCE MEASURES

	Fiscal Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
TREATMENT COST PER 1,000 GALLONS*	$4.13	$4.48	$5.05	$6.00	$7.26
SERVICE QUALITY					
PERMIT VIOLATIONS	29	195	12	2	4

* Includes half of the Water Sewer Maintenance Costs. All Performance Measures are based on fiscal year data.

WORKLOAD INDICATOR

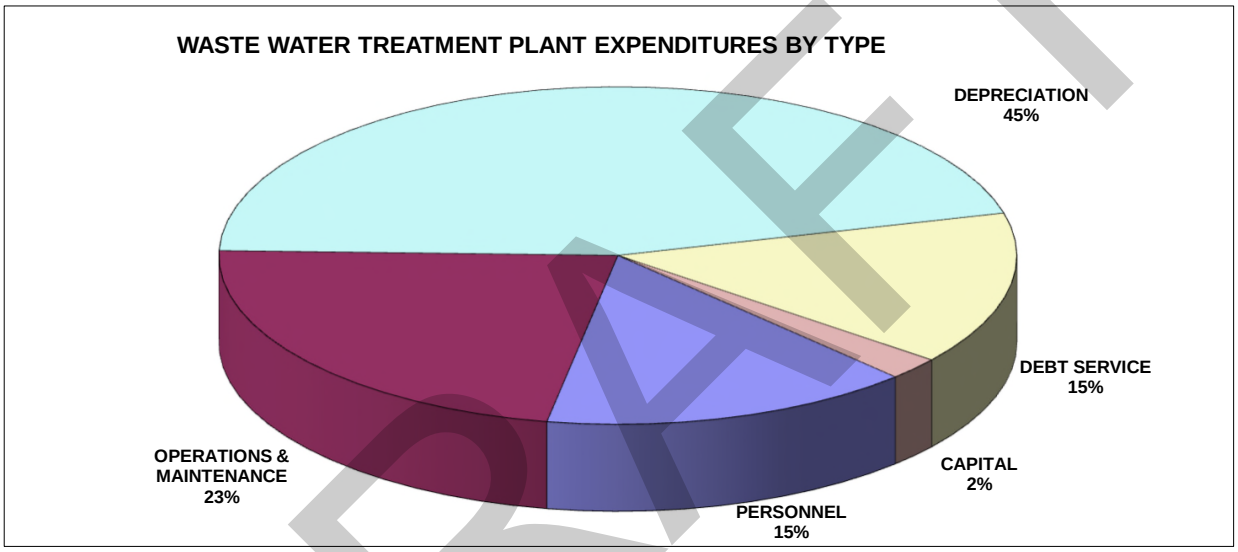
	Fiscal Year				
	2021	**2022**	**2023**	**2024**	**2025**
GALLONS TREATED (1,000,000)	2,001	2,230	2,194	2,118	2,185
POUNDS DISPOSED OF	3,040,600	2,361,800	2,583,200	3,494,102	3,393,600
LOADS TRUCKED OUT	666	486	440	575	582

* All Workload Indicators are based on fiscal year data.

DRAFT

WASTE WATER TREATMENT PLANT

PERSONNEL		Fiscal Year				
STATUS	POSITION	21-22	22-23	23-24	25-26	26-27
F	WWTP MANAGER	1	1	1	1	1
F	CHIEF OPERATOR	1	1	1	1	1
F	LABORATORY SUPERVISOR	1	1	1	1	1
F	LABORATORY ANALYST	1	1	1	1	1
F	MAINTENANCE SUPERVISOR	1	1	1	1	1
F	MAINTENANCE TECH (I - II)	2	2	2	2	3
F	WWTP LEAD OPERATOR	1	1	1	1	1
F	WWTP OPERATOR (I - IV)	9	9	9	9	9
P	WWTP OPERATOR (I - IV)	0	0	0	0	0
	TOTAL POSITIONS	**17.0**	**17.0**	**17.0**	**17.0**	**18.0**
	FTE	**15.8**	**17.0**	**17.0**	**17.0**	**18.0**



DESCRIPTION	*2022-2023 ACTUAL*	*2023-2024 ACTUAL*	*2024-2025 ACTUAL*	*2025-2026 AMENDED*	*2025-2026 ESTIMATED*	*2026-2027 REQUESTED*	*2026-2027 RECOMMEND*	*2026-2027 ADOPTED*
PERSONNEL	1,542,030	1,640,374	1,663,922	1,938,200	1,833,280	2,085,900	2,085,900	2,085,900
OPERATIONS & MAINTENANCE	2,917,692	2,894,903	3,684,124	3,190,300	3,143,160	3,129,900	3,129,900	3,129,900
DEPRECIATION	3,915,263	5,401,267	6,752,272	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000
DEBT SERVICE	483,826	328,546	524,792	2,029,039	2,029,039	2,029,039	2,029,039	2,029,039
CAPITAL	-	-	-	101,300	-	299,600	299,600	299,600

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ACCT	DESCRIPTION	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
413-52200									
111	SALARIES	919,312	1,072,833	1,094,260	1,201,300	1,173,240	1,314,500	1,314,500	1,314,500
112	OVERTIME	100,520	65,079	64,205	96,000	65,240	105,500	105,500	105,500
118	COMPENSATED ABSENCES	7,224	775	-	800	-	-	-	-
141	OASI (EMPLOYER'S SHARE)	75,240	84,265	88,930	99,500	92,990	108,900	108,900	108,900
142	HEALTH INSURANCE	295,186	290,207	286,920	371,000	371,000	417,200	417,200	417,200
143	RETIREMENT/PENSION	99,499	110,792	111,112	146,400	109,760	117,700	117,700	117,700
144	457B MATCH	261	260	261	300	260	300	300	300
145	OTHER INSURANCE	6,218	7,563	7,634	9,600	8,840	10,500	10,500	10,500
146	WORKER'S COMPENSATION	38,570	8,600	10,600	13,300	11,950	11,300	11,300	11,300
148	EMPLOYEE EDUCATION & TRAINING	18,237	10,515	5,062	11,800	6,520	11,800	11,800	11,800
175	ADMINISTRATIVE FEES/BONDS	25	25	25	600	30	600	600	600
190	EMPLOYMENT TESTING	2,550	373	1,628	-	1,620	1,500	1,500	1,500
191	IMMUNIZATION	-	-	-	500	-	500	500	500
200	STATE FEES	11,970	12,310	11,760	12,300	11,760	12,300	12,300	12,300
211	POSTAGE	1,081	634	481	700	280	500	500	500
235	PROFESSIONAL ASSOCIATIONS	370	1,200	-	800	-	800	800	800
236	ADVERTISING / PROMO	327	-	142	200	470	200	200	200
241	UTILITY SERVICES	1,209,669	1,116,413	1,101,806	1,200,000	1,125,900	1,200,000	1,200,000	1,200,000
245	TELEPHONE SERVICES	3,491	2,101	3,147	2,300	3,630	2,400	2,400	2,400
254	ARCHITECTURAL/ENGINEERING	-	-	-	2,000	-	500	500	500
261	REPAIR & MAINTENANCE/VEHICLES	17,816	38,929	17,040	24,600	15,760	20,000	20,000	20,000
262	REPAIR & MAINTENANCE/LIFT STATIONS	91,621	94,212	44,062	50,000	28,950	30,000	30,000	30,000
269	OTHER REPAIR & MAINTENANCE	124,230	188,862	589,572	140,000	215,000	150,000	150,000	150,000
289	TRAVEL	-	-	1,152	3,900	3,900	4,000	4,000	4,000
290	CONTRACTUAL SERVICES	859,863	587,444	906,337	650,000	630,000	700,000	700,000	700,000
320	OPERATING SUPPLIES	13,632	26,720	28,916	27,000	21,920	23,100	23,100	23,100
321	CHEMICAL SUPPLIES	380,156	596,226	777,178	700,000	754,950	670,000	670,000	670,000
322	LAB SUPPLIES	48,445	56,227	46,014	60,500	35,140	50,200	50,200	50,200
323	CHLORINE SUPPLIES	22,001	15,602	6,690	25,800	12,590	20,000	20,000	20,000
324	DEWATERING SUPPLIES	-	-	-	-	-	-	-	-
326	CLOTHING AND UNIFORMS	13,093	20,615	11,981	16,800	12,310	16,000	16,000	16,000
327	JANITORIAL SUPPLIES	1,504	-	3,085	1,000	3,050	1,000	1,000	1,000
331	GAS, OIL & FUEL	21,791	16,058	15,860	19,000	19,660	22,900	22,900	22,900
339	PUMP OIL	-	-	-	-	-	-	-	-
511	BUILDING INSURANCE	36,037	79,200	81,200	184,300	184,300	142,200	142,200	142,200
512	VEHICLE INSURANCE	5,910	5,900	5,900	8,100	8,100	11,300	11,300	11,300
513	LIABILITY INSURANCE	32,500	24,600	24,600	46,600	46,600	36,600	36,600	36,600
540	DEPRECIATION	3,915,263	5,401,267	6,752,272	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000
630	DEBT SERVICE - PRINCIPAL	-	-	-	1,525,025	1,525,025	1,525,025	1,525,025	1,525,025
635	SRFL INTEREST 234	36,359	32,560	28,676	24,710	24,710	24,710	24,710	24,710
636	SRFL INTEREST 258	3,816	3,348	2,976	2,616	2,616	2,616	2,616	2,616
637	SRFL INTEREST 2015 B	2,172	2,112	2,028	1,956	1,956	1,956	1,956	1,956
639	BOND INTEREST 2019	44,904	(105,325)	42,276	-	-	-	-	-
640	SRFL INTEREST 438	376,551	341,512	384,348	372,228	372,228	372,228	372,228	372,228
641	SRFL INTEREST 231	20,024	18,732	17,772	16,800	16,800	16,800	16,800	16,800
642	SRFL INTEREST 474	-	11,835	15,204	14,520	14,520	14,520	14,520	14,520
643	SRFL INTEREST 481	-	23,772	31,512	30,252	30,252	30,252	30,252	30,252
644	SRFL INTEREST 423	-	-	-	40,932	40,932	40,932	40,932	40,932
799	SUNDRY	1,373	737	486	1,500	720	1,500	1,500	1,500
940	PURCHASE OF CAPITAL ASSETS	-	-	-	101,300	-	$299,600	299,600	299,600
	TOTAL WASTE WTR TREATMENT PLANT	**8,858,811**	**10,265,090**	**12,625,110**	**13,558,839**	**13,305,479**	**13,844,439**	**13,844,439**	**13,844,439**

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WATER & WASTE WATER MAINTENANCE

PURPOSE STATEMENT

THE WATER & WASTEWATER MAINTENANCE DEPARTMENT MAINTAINS THE TOWN'S WATER DISTRIBUTION SYSTEM, WASTEWATER COLLECTION SYSTEM, AND RECLAIMED WATER SYSTEM. THE PURPOSE IS TO ADHERE TO ALL REGULATORY COMPLIANCE WHILE CONTINUING TO UPGRADE THE SYSTEM AND PROVIDE THE BEST VALUE TO OUR CUSTOMERS IN THE STATE OF TENNESSEE.

MAJOR HIGHLIGHTS

COMPLETION OF THE NORTH LOWRY PHASE I & PHASE II WATER MAIN UPGRADE TO UPGRADE CAPACITY AND INCREASE FIRE FLOW IN THE AREA. COMPLETION OF DISTRICT METERING PROJECT FOR ZONES 1 & 2 TO PROVIDE EARLY LEAK DETECTION TO CONTINUE TO KEEP WATER LOSS LOW.

PERFORMANCE MEASURES

	Fiscal Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
PERCENT OF UNACCOUNTED FOR WATER	22.16%	26.29%	26.04%	29.13%	22.76%
DISTRIBUTION OF WATER SAMPLES REPORTED SAFE	100.00%	100.00%	99.44%	99.86%	100.00%

* All Performance Measures are based on fiscal year data.

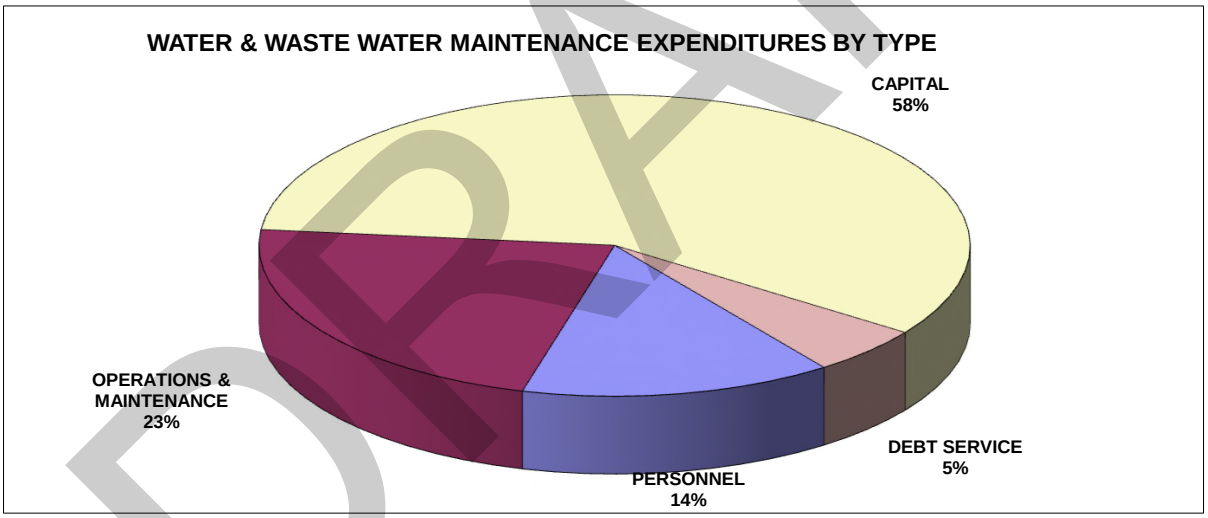
WORKLOAD INDICATOR

	Fiscal Year				
	2021	**2022**	**2023**	**2024**	**2025**
WATER CUSTOMERS	15,421	15,629	15,889	16,291	16,744
WORK ORDERS	22,071	16,968	11,186	12,648	13,756
MILES OF WATER MAINS*	264	270	278	282	288
SEWER CUSTOMERS	17,355	17,783	18,376	19,078	19,920

All Workload Indicators are based on fiscal year data. * Miles of water mains obtained from GIS mapping records.
**Previous billing system does less workorders per task

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PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	DIRECTOR OF UTILITIES	0.5	0.5	0.5	0.5	0.5
F	ASSISTANT DIRECTOR OF UTILITIES	0.5	0.5	0.5	0.5	0.5
F	CONSTRUCTION INSPECTOR	3	3	3	3	3
F	CROSS CONNECTION COORDINATOR	1	1	1	1	1
F	CROSS CONNECTION TECHNICIAN	1	1	2	2	2
F	GIS ADMINISTRATOR	0	1	1	1	1
F	GIS TECHNICIAN	1	0	0	0	0
F	INVENTORY SPECIALIST	0	0	1	1	1
F	SEWER CREW LEADER	1	1	1	1	1
F	WATER CREW LEADER	0	0	1	1	1
F	LEAD UTILITY FIELD REPRESENTATIVE	1	1	0	0	0
F	UTILITY FIELD REPRESENTATIVE SUPR.	1	0	0	0	0
F	UTILITY FIELD REPRESENTATIVE COOR.	0	0	1	1	1
F	UTILITY FIELD REPRESENTATIVE	1	2	2	2	2
F	UTILITY LOCATOR	0	0	0	2	2
F	WATER/SEWER SUPERVISOR	1	1	1	1	1
F	WATER/SEWER ASSISTANT SUPERVISOR	1	1	0	0	0
F	WATER/SEWER LEAK TECH	0	0	2	2	3
F	WATER/SEWER TECHNICIAN (I - II)	6	6	5	5	5
	TOTAL POSITIONS	**19.0**	**19.0**	**22.0**	**24.0**	**25.0**
	FTE	**18.0**	**19.0**	**19.0**	**22.0**	**25.0**



DESCRIPTION	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	1,265,649	1,290,342	1,720,888	2,453,800	2,187,580	2,637,800	2,637,800	2,637,800
OPERATIONS & MAINTENANCE	2,803,710	3,187,553	3,501,843	3,711,893	4,066,033	4,188,900	4,188,900	4,188,900
CAPITAL	-	-	-	4,792,600	6,282,400	10,822,800	10,822,800	10,822,800
DEBT SERVICE	376,583	236,533	90,140	967,498	967,498	967,498	967,498	967,498

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WATER & WASTE WATER MAINTENANCE

ACCT	DESCRIPTION	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
413-52300									
111	SALARIES	914,147	926,966	1,167,151	1,512,300	1,282,970	1,657,700	1,657,700	1,657,700
112	OVERTIME	82,511	118,634	115,058	82,900	95,750	91,200	91,200	91,200
117	CAPITALIZED LABOR	(254,136)	(266,805)	(216,110)	-	-	-	-	-
118	COMPENSATED ABSENCES	8,294	745	-	(800)	-	-	-	-
141	OASI (EMPLOYER'S SHARE)	74,564	76,151	95,581	122,200	102,040	134,000	134,000	134,000
142	HEALTH INSURANCE	301,394	297,254	400,336	553,700	553,700	596,500	596,500	596,500
143	RETIREMENT/PENSION	61,174	72,149	88,198	119,300	86,750	115,400	115,400	115,400
145	OTHER INSURANCE	5,741	5,748	7,474	12,100	8,710	13,300	13,300	13,300
146	WORKER'S COMPENSATION	71,960	59,500	63,200	52,100	57,660	29,700	29,700	29,700
148	EDUCATION & TRAINING	10,013	11,621	12,738	6,000	13,770	6,000	6,000	6,000
190	EMPLOYMENT TESTING	1,646	1,791	1,650	3,100	1,430	800	800	800
191	IMMUNIZATION	-	-	-	300	-	300	300	300
211	POSTAGE	57,382	62,074	51,543	52,500	65,070	52,500	52,500	52,500
220	PRINTING & DUPLICATION	19,697	19,739	37,500	19,000	18,930	19,000	19,000	19,000
235	PROFESSIONAL ASSOCIATIONS	11,117	5,181	14,511	11,200	12,770	11,200	11,200	11,200
237	ADVERTISING/LEGAL	666	696	507	500	490	500	500	500
241	UTILITY SERVICES	15,411	15,457	21,202	15,500	25,540	15,500	15,500	15,500
245	TELEPHONE SERVICES	14,414	21,324	15,848	13,800	17,470	13,800	13,800	13,800
252	LEGAL SERVICES	(29)	-	150	500	150	500	500	500
253	AUDIT SERVICES	12,405	12,597	12,787	12,800	12,750	12,300	12,300	12,300
254	ARCHITECTURAL/ENGINEERING	17,769	3,430	49,440	10,000	77,600	10,000	10,000	10,000
261	REPAIR & MAINTENANCE/VEHICLES	31,206	40,821	37,073	30,000	31,750	30,000	30,000	30,000
269	OTHER REPAIR & MAINTENANCE	72,120	106,704	146,669	50,000	142,820	50,000	50,000	50,000
282	EMPLOYEE AUTOMOBILE ALLOWANCE	3,824	-	55	4,800	370	-	-	-
289	TRAVEL	-	442	1,667	-	-	-	-	-
290	CONTRACTUAL SERVICES	663,609	756,958	844,778	731,900	1,017,120	701,900	701,900	701,900
310	OFFICE SUPPLIES	13,339	5,666	4,789	4,000	5,010	4,000	4,000	4,000
320	OPERATING SUPPLIES	30,704	17,617	33,429	15,000	50,390	15,000	15,000	15,000
326	CLOTHING AND UNIFORMS	15,138	13,639	20,049	20,000	22,590	20,000	20,000	20,000
331	GAS, OIL & FUEL	41,003	40,386	37,504	30,000	40,520	30,000	30,000	30,000
341	TOOLS	12,515	18,633	10,806	5,000	7,200	5,000	5,000	5,000
351	INVENTORY PURCHASES	-	3,353	-	541,000	315,000	541,000	541,000	541,000
511	BUILDING INSURANCE	1,016	1,200	3,200	3,800	3,800	3,400	3,400	3,400
512	VEHICLE INSURANCE	7,880	8,400	8,400	12,100	12,100	19,100	19,100	19,100
513	LIABILITY INSURANCE	25,000	60,100	60,100	35,000	35,000	28,200	28,200	28,200
592	PAYMENTS IN LIEU OF TAXES	614,856	565,973	628,135	596,631	596,631	633,300	633,300	633,300
593	SUPPORT SERVICES/GENERAL FUND	1,019,342	1,318,090	1,389,076	1,482,262	1,482,262	1,960,400	1,960,400	1,960,400
628	DEBT SERVICE - PRINCIPAL	-	-	-	921,426	921,426	921,426	921,426	921,426
633	2017 REFUNDING BOND INTEREST	376,583	236,533	90,140	46,072	46,072	46,072	46,072	46,072
750	SAFETY	2,729	6,588	5,165	3,200	4,640	3,200	3,200	3,200
799	SUNDRY	1,826	1,686	2,700	2,000	1,810	2,000	2,000	2,000
825	BAD DEBT	87,112	67,387	50,372	-	51,050	-	-	-
940	PURCHASE OF CAPITAL ASSETS	-	-	-	4,792,600	6,282,400	$10,822,800	10,822,800	10,822,800
	TOTAL WATER & WASTE WATER MAINT.	**4,445,942**	**4,714,428**	**5,312,871**	**11,925,791**	**13,503,511**	**18,616,998**	**18,616,998**	**18,616,998**

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NATURAL GAS

DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
METERED GAS SALES-RESIDENTIAL	3,386,546	4,326,283	4,700,000	5,000,000	4,700,000	5,300,000	5,300,000
METERED GAS SALES-COMMERCIAL	5,526,449	7,083,166	7,600,000	8,000,000	7,579,000	8,200,000	8,200,000
METERED GAS SALES-INDUSTRIAL	3,707,106	4,297,684	5,300,000	5,900,000	4,500,000	6,100,000	6,100,000
FORFEITED PENALTIES	100,913	141,046	110,000	146,191	120,000	120,000	120,000
LESS: BAD DEBT (EXPENSE)	(4,588)	(62,646)	-	(5,000)	-	-	-
OTHER	148,593	128,828	66,500	128,448	81,500	81,500	81,500
TOTAL OPERATING REVENUE	**12,865,019**	**15,914,361**	**17,776,500**	**19,169,639**	**16,980,500**	**19,801,500**	**19,801,500**
PERSONNEL	1,725,649	1,561,684	2,362,100	2,146,820	2,254,400	2,254,400	2,254,400
OPERATIONS & MAINTENANCE	1,920,026	1,851,885	2,383,852	2,113,012	2,638,900	2,627,600	2,627,600
DEPRECIATION	1,292,835	1,175,874	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
NATURAL GAS FOR RESALE	8,024,928	11,551,364	10,250,000	11,579,390	11,800,000	11,800,000	11,800,000
TOTAL OPERATING EXPENSES	**12,963,438**	**16,140,807**	**16,095,952**	**16,939,222**	**17,793,300**	**17,782,000**	**17,782,000**
OPERATING INCOME (LOSS)	**(98,419)**	**(226,446)**	**1,680,548**	**2,230,417**	**(812,800)**	**2,019,500**	**2,019,500**
INTEREST INCOME	182,601	138,365	60,000	127,304	120,000	120,000	120,000
GRANT REVENUE	-	-	-	-	-	-	-
GAIN (LOSS) ON SALE OF CAPITAL ASSETS	48,951	-	4,000	6,986	4,000	4,000	4,000
NON OPERATING REVENUES / (EXPENSES)	**231,552**	**138,365**	**64,000**	**134,290**	**124,000**	**124,000**	**124,000**
INCOME BEFORE CONTRIBUTIONS & TRANSFERS	**133,133**	**(88,081)**	**1,744,548**	**2,364,707**	**(688,800)**	**2,143,500**	**2,143,500**
KEY INDICATORS							
CAPITAL CONTRIBUTIONS-TAP FEES	288,432	415,320	250,000	377,679	330,000	330,000	330,000
TRANSFERS OUT-IN LIEU OF TAX	(192,850)	(211,344)	(225,783)	(225,783)	(233,300)	(233,300)	(233,300)
CHANGE IN NET POSITION	**228,715**	**115,895**	**1,768,765**	**2,516,603**	**(592,100)**	**2,240,200**	**2,240,200**
	ERROR	**ERROR**					
BEGINNING NET POSITION	26,378,792	26,607,507	26,723,402	26,723,402	29,240,005	29,240,005	29,240,005
ENDING NET POSITION	**26,607,507**	**26,723,402**	**28,492,167**	**29,240,005**	**28,647,905**	**31,480,205**	**31,480,205**

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NATURAL GAS

ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
415	**REVENUE**							
36007	MISC REVENUE PAYROLL	-	25	-	25	-	-	-
36100	INTEREST EARNED CHECKING	182,601	138,365	60,000	127,304	120,000	120,000	120,000
36350	INSURANCE RECOVERIES	2,369	-	-	-	-	-	-
36950	BAD DEBT COLLECTION	-	-	500	-	-	-	-
37191	FORFEITED PENALTIES	100,913	141,046	110,000	146,191	120,000	120,000	120,000
37195	INSTALLATION CHARGES	106,689	87,075	62,000	88,450	77,500	77,500	77,500
37199	MISCELLANEOUS	39,535	41,728	4,000	39,973	4,000	4,000	4,000
37200	SURPLUS SALES	48,951	-	4,000	6,986	4,000	4,000	4,000
37411	METERED GAS SALES-RESIDENTIAL	3,386,546	4,326,283	4,700,000	5,000,000	4,700,000	5,300,000	5,300,000
37412	METERED GAS SALES-COMMERCIAL	5,526,449	7,083,166	7,600,000	8,000,000	7,579,000	8,200,000	8,200,000
37413	METERED GAS SALES-INDUSTRIAL	3,707,106	4,297,684	5,300,000	5,900,000	4,500,000	6,100,000	6,100,000
37490	FINANCING SOURCES	-	38,756	-	38,756	-	-	-
37496	GAS TAP FEES *(NOT IN EXCESS OF COST)*	288,432	415,320	250,000	377,679	330,000	330,000	330,000
	TOTAL REVENUES	**13,389,591**	**16,569,448**	**18,090,500**	**19,725,364**	**17,434,500**	**20,255,500**	**20,255,500**

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PURPOSE STATEMENT

THE NATURAL GAS DEPARTMENT PROVIDES SERVICE TO THE CITIZENS OF SMYRNA, LAVERGNE AND PORTIONS OF THE OUTLYING AREA. THIS SERVICE INCLUDES THE INSTALLATION AND MAINTENANCE OF INFRASTRUCTURE, STATE REGULATORY COMPLIANCE AND ACQUISITION OF GAS SUPPLY. THE PURPOSE IS TO PROVIDE THE BEST ENERGY VALUE IN THE STATE OF TENNESSEE FOR OUR CITIZENS.

MAJOR HIGHLIGHTS

THE EXTENSION OF HIGH PRESSURE GAS MAINS AND REGULATOR STATION WITHIN THE JEFFERSON PIKE TDOT ROAD PROJECT FROM SAM RIDLEY PARKWAY TO I-840. CONTINUE TO MEET OR EXCEED STATE REGULATORY STANDARDS FOR THE SAFETY OF OUR COMMUNITY.

PERFORMANCE MEASURES

	Fiscal Year				
	2021	**2022**	**2023**	**2024**	**2025**
EFFICIENCY					
ODOR CALLS ANSWERED WITHIN 20 MIN.	98%	99%	99%	98%	94%
SERVICES RUN WITHIN 5 DAYS	100%	100%	100%	100%	100%
OPERATING COST PER DTH	$1.55	$1.72	$1.81	$1.87	$2.24
OPERATING COST PER CUSTOMER	$30.19	$32.19	$35.20	$37.00	$43.02
UNACCOUNTED FOR GAS	1.97%	0.41%	2.08%	1.53%	4.52%

* All Performance Measures based on fiscal year data.

WORKLOAD INDICATOR

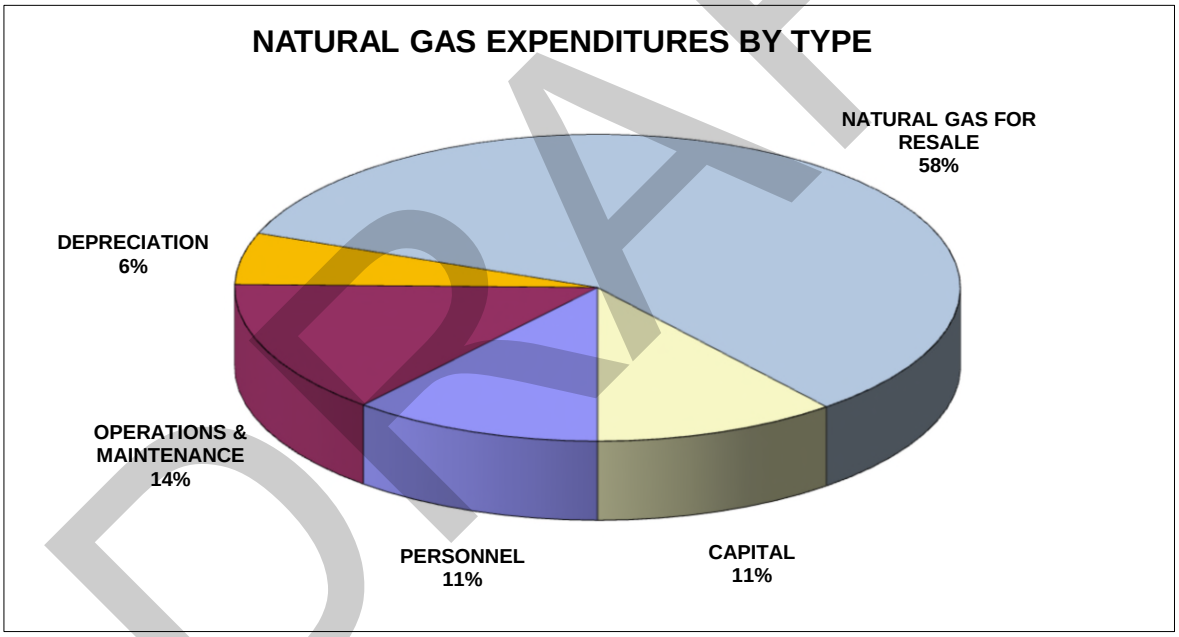
	Fiscal Year				
	2021	**2022**	**2023**	**2024**	**2025**
GAS CUSTOMERS	11,592	11,664	12,003	12,340	12,622
MILES OF MAIN*	293	296	304	311.64	316.96
NUMBER OF SERVICE	11,326	11,512	11,637	11,994	12,594
NUMBER OF WORKORDERS**	8,573	7,531	3,618	4,335	4,533

* Miles of gas main obtained from GIS mapping records. All Workload Indicators based on fiscal year data.
**New billing system does less workorders per task

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NATURAL GAS

PERSONNEL		Fiscal Year				
STATUS	POSITION	22-23	23-24	24-25	25-26	26-27
F	DIRECTOR OF UTILITIES	0.5	0.5	0.5	0.5	0.5
F	ASSISTANT DIRECTOR OF UTIL	0.5	0.5	0.5	0.5	0.5
F	OFFICE SUPERVISOR	0	1	1	0	0
F	OFFICE COORDINATOR	1	0	0	1	1
F	CUSTOMER SERVICE SUPERVISOR	1	0	0	1	1
F	UTILITIES BILLING CLERK	1	1	1	1	1
F	CUSTOMER SERVICE REP	2	3	3	3	3
F	UTILITIES PROJECT ENGINEER	1	1	1	1	1
F	GIS ANALYST	1	1	1	1	1
F	GAS SUPERVISOR	1	1	1	1	1
F	GAS CREW LEADER	1	1	1	1	1
F	GAS TECHNICIAN (I - II)	5	5	5	6	6
F	MEASUREMENT TECHNICIAN (I - II)	2	2	2	2	2
F	SAFETY COORDINATOR	1	1	1	1	1
	TOTAL POSITIONS	**18.0**	**18.0**	**18.0**	**20.0**	**20.0**
	FTE	**18.0**	**18.0**	**18.0**	**18.0**	**20.0**



DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
PERSONNEL	1,725,649	1,561,684	2,362,100	2,146,820	2,254,400	2,254,400	2,254,400
OPERATIONS & MAINTENANCE	2,117,464	2,125,875	2,609,635	2,343,795	2,872,200	2,860,900	2,860,900
DEPRECIATION	1,292,835	1,175,874	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
NATURAL GAS FOR RESALE	8,024,928	11,551,364	10,250,000	11,579,390	11,800,000	11,800,000	11,800,000
CAPITAL	-	-	1,386,200	1,716,678	2,192,100	2,192,100	2,192,100

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ACCT	DESCRIPTION	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 REQUESTED	2026-2027 RECOMMEND	2026-2027 ADOPTED
415-52419								
111	SALARIES	1,168,545	1,264,683	1,458,000	1,280,830	1,546,100	1,546,100	1,546,100
112	OVERTIME	21,444	27,389	15,400	23,390	17,100	17,100	17,100
117	CAPITALIZED LABOR	(190,748)	(191,301)	-	-	-	-	-
118	COMPENSATED ABSENCES	102,511	(79,088)	102,600	102,600	(79,100)	(79,100)	(79,100)
141	OASI (EMPLOYER'S SHARE)	87,015	94,343	112,800	95,750	119,700	119,700	119,700
142	HEALTH INSURANCE	336,684	351,491	494,000	494,000	472,100	472,100	472,100
143	RETIREMENT/PENSION	165,850	64,697	143,600	116,780	124,600	124,600	124,600
145	OTHER INSURANCE	9,773	10,395	11,500	11,420	12,200	12,200	12,200
146	WORKER'S COMPENSATION	19,900	19,900	24,200	22,050	41,700	41,700	41,700
147	UNEMPLOYMENT INSURANCE	4,675	(825)	-	-	-	-	-
148	EMPLOYEE EDUCATION & TRAINING	8,880	10,940	9,000	10,850	10,900	10,900	10,900
190	EMPLOYEE TESTING	2,870	3,933	2,900	3,730	2,500	2,500	2,500
191	IMMUNIZATION	-	-	100	-	100	100	100
211	POSTAGE	62,453	51,549	51,000	65,320	45,000	45,000	45,000
220	PRINTING & DUPLICATION	19,047	37,185	19,000	18,440	25,000	25,000	25,000
235	PROFESSIONAL ASSOCIATIONS	20,793	36,961	35,300	38,340	31,000	31,000	31,000
236	ADVERTISING & PROMOTIONS	109,386	117,258	100,000	125,820	112,000	112,000	112,000
237	ADVERTISING/LEGAL	50	137	100	90	100	100	100
241	UTILITY SERVICES	37,920	40,626	32,500	35,000	36,000	36,000	36,000
245	TELEPHONE SERVICES	13,155	13,079	13,000	13,210	8,000	8,000	8,000
252	LEGAL SERVICES	15,510	799	100,000	2,080	100,000	100,000	100,000
253	AUDIT SERVICES	8,661	8,792	9,300	8,770	8,900	8,900	8,900
254	ARCHITECTURAL/ENGINEERING	-	235	500	240	500	500	500
259	OTHER PROFESSIONAL SERVICES	17,761	35,144	12,500	33,870	24,000	24,000	24,000
261	REPAIR & MAINTENANCE/VEHICLES	70,726	57,471	50,000	40,420	25,000	25,000	25,000
269	OTHER REPAIR & MAINTENANCE	84,156	55,964	60,000	31,050	40,000	40,000	40,000
282	EMPLOYEE AUTOMOBILE ALLOWANCE	-	55	-	370	-	-	-
289	TRAVEL	1,734	5,314	4,800	4,800	3,900	3,900	3,900
290	CONTRACTUAL SERVICES	461,019	371,961	341,000	365,530	370,000	358,700	358,700
310	OFFICE SUPPLIES	6,915	5,968	5,300	5,840	5,000	5,000	5,000
320	OPERATING SUPPLIES	33,861	49,619	39,500	37,000	35,000	35,000	35,000
326	CLOTHING AND UNIFORMS	8,956	11,440	14,000	10,500	13,000	13,000	13,000
331	GAS, OIL & FUEL	38,186	32,273	33,000	27,720	30,000	30,000	30,000
341	TOOLS	5,370	3,085	5,300	9,690	5,300	5,300	5,300
350	NATURAL GAS FOR RESALE	8,024,928	11,551,364	10,250,000	11,579,390	11,800,000	11,800,000	11,800,000
351	INVENTORY PURCHASES	2,808	20,877	475,000	253,860	450,000	450,000	450,000
511	BUILDING INSURANCE	1,800	1,800	4,900	4,900	4,400	4,400	4,400
512	VEHICLE INSURANCE	7,400	7,400	9,300	9,300	13,100	13,100	13,100
513	LIABILITY INSURANCE	39,100	41,600	84,200	84,200	67,900	67,900	67,900
540	DEPRECIATION	1,292,835	1,175,874	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
592	PAYMENTS IN LIEU OF TAXES	192,850	211,344	225,783	225,783	233,300	233,300	233,300
593	SUPPORT SERVICES/GENERAL FUND	830,705	818,525	860,052	860,052	1,165,500	1,165,500	1,165,500
750	SAFETY	4,291	5,833	4,300	5,320	3,800	3,800	3,800
798	VISA/MC CHARGE FEES	4,476	4,328	5,000	4,280	-	-	-
799	SUNDRY	2,037	1,734	3,000	2,420	3,000	3,000	3,000
825	BAD DEBT	4,588	62,646	-	5,000	-	-	-
940	PURCHASE OF CAPITAL ASSETS	-	-	1,386,200	1,716,678	$2,192,100	2,192,100	2,192,100
	TOTAL NATURAL GAS	**13,160,876**	**16,414,797**	**17,707,935**	**18,886,683**	**20,218,700**	**20,207,400**	**20,207,400**

8,407,400

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Department: Building & Grounds	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Infrastructure							
ADA Self Evaluation	BGM-001	$ 80,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
New Lighting	BGM-002	$ 8,000.00	$ 1,000.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
BGM Shop Improvements	BGM-003	$ 1,250,000.00	$ -	$ 850,000.00	$ 100,000.00	$ -	$ 300,000.00
Christmas Lights	BGM-004	$ 40,000.00	$ 8,000.00	$ 6,000.00	$ 14,000.00	$ 6,000.00	$ 6,000.00
HVAC Replacement	BGM-005	$ 100,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
Flashing Yellow and Backplate Replacement	BGM-014	$ 170,000.00	$ 40,000.00	$ 50,000.00	$ 40,000.00	$ 40,000.00	$ -
Category: Equipment							
Large Tools	BGM-011	$ 11,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
Category: Vehicles							
Truck	BGM-025	$ 50,000.00	$ -	$ -	$ 50,000.00	$ -	$ -
Van	BGM-026	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00	$ -

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 91,500.00	$ 945,500.00	$ 242,500.00	$ 135,000.00	$ 345,000.00
Grants	$ -	$ -	$ -	$ -	$ -
	$ 91,500.00	$ 945,500.00	$ 242,500.00	$ 135,000.00	$ 345,000.00

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Department: Event Center	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Equipment							
Project: Misc. Equipment (Under $4000)	EVT-001	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -
Project: Small Kitchen Equip (Under $4000)	EVT-002	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -
Project: Heavy Kitchen Equip (Over $4000)	EVT-003	$ 54,500.00	$ -	$ 20,250.00	$ 16,250.00	$ 10,000.00	$ 8,000.00
Category: Infrastructure							
Project: General Building Improvements	EVT-009	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00	$ -

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ -	$ 32,750.00	$ 16,250.00	$ 60,000.00	$ 8,000.00
Grants	$ -	$ -	$ -	$ -	$ -
Impact Fees	$ -	$ -	$ -	$ -	$ -
Drug Fund	$ -	$ -	$ -	$ -	$ -
	$ -	$ 32,750.00	$ 16,250.00	$ 60,000.00	$ 8,000.00

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Department: Fire Department	#	Total Cost	FY27	FY 28	FY 29	FY30	FY31
Category: HQ - Lowry St.							
Interior - Renovation	FD-001	$ 57,000.00	$ -	$ 57,000.00	$ -	$ -	$ -
Exterior - Landscaping & 911 Memorial	FD-002	$ 7,500.00	$ -	$ 7,500.00	$ -	$ -	$ -
Category: Station 1 - W. Enon Springs							
Bay	FD-003	$ 19,000.00	$ 19,000.00	$ -	$ -	$ -	$ -
Interior Updates	FD-004	$ 19,000.00	$ -	$ 12,000.00	$ -	$ 7,000.00	$ -
Kitchen Upgrade	FD-005	$ 30,000.00	$ -	$ -	$ 30,000.00	$ -	$ -
Exterior - Landscaping	FD-006	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -
Bathroom Upgrades	FD-007	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00	$ -
Category: Station 2 - Airport							
Build	FD-008	$ 12,300,000.00	$ 300,000.00	$ 6,000,000.00	$ 6,000,000.00	$ -	$ -
Category: Station 3 - E. Enon Springs							
Bay	FD-011	$ 19,000.00	$ 6,000.00	$ 13,000.00	$ -	$ -	$ -
Exterior - Landscaping	FD-031	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -
Interior	FD-032	$ 19,500.00	$ -	$ 19,500.00	$ -	$ -	$ -
Category: Station 5 - Rock Springs							
Interior	FD-013	$ 2,000.00	$ 2,000.00	$ -	$ -	$ -	$ -
Bay	FD-014	$ 19,000.00	$ 6,000.00	$ 13,000.00	$ -	$ -	$ -
Furniture	FD-015	$ 12,000.00	$ -	$ 5,000.00	$ 7,000.00	$ -	$ -
Category: Station 6 - Morton Lane							
Bay	FD-016	$ 6,000.00	$ 6,000.00	$ -	$ -	$ -	$ -
Workout Room	FD-017	$ 2,000.00	$ 2,000.00	$ -	$ -	$ -	$ -
Category: Station 7 - NEW							
New Building	FD-018	$ 13,500,000.00	$ -	$ -	$ 500,000.00	$ 1,000,000.00	$ 12,000,000.00
Category: Equipment							
Vehicles	FD-019A	$ 5,082,800.00	$ 3,002,800.00	$ 230,000.00	$ -	$ 1,850,000.00	$ -
Vehicles - IMPACT	FD-019B	$ 1,650,000.00	$ -	$ -	$ -	$ 1,650,000.00	$ -
SCBA	FD-020	$ 638,000.00	$ 438,000.00	$ 95,000.00	$ 95,000.00	$ 5,000.00	$ 5,000.00
Drone - Equip (Over $4K)	FD-021	$ 18,000.00	$ -	$ -	$ -	$ 18,000.00	$ -
Turnout Gear - Equip (Over 44K)	FD-022	$ 470,000.00	$ 150,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00
Tools	FD-023	$ 76,000.00	$ -	$ 64,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00
Misc Equip (Under $4K)	FD-024	$ 28,200.00	$ 21,200.00	$ 1,600.00	$ 5,200.00	$ -	$ 200.00
Job Readiness Equipment	FD-025	$ 2,500.00	$ 2,500.00	$ -	$ -	$ -	$ -
Training Props	FD-026	$ 25,000.00	$ 11,500.00	$ 13,500.00	$ -	$ -	$ -
Fire Safety	FD-030	$ 18,500.00	$ -	$ 18,500.00	$ -	$ -	$ -

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Department: Fire Department	#	Total Cost	FY27	FY 28	FY 29	FY30	FY31
Category: Technology							
RMS System	FD-027	$ 24,000.00	$ 24,000.00	$ -	$ -	$ -	$ -
Motorola Radios	FD-033	$ 240,000.00	$ 30,000.00	$ 120,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
Computer Terminals	FD-028	$ 11,000.00	$ 11,000.00	$ -	$ -	$ -	$ -
Pulse Point	FD-034	$ 10,000.00	$ -	$ -	$ 10,000.00	$ -	$ -
Category: Other							
Strategic Plan	FD-029	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -
Emergency Mgmt Planning	FD-035	$ 25,000.00	$ 15,000.00	$ 10,000.00	$ -	$ -	$ -

Funding	FY27	FY 28	FY 29	FY30	FY31
General Fund	$ 814,200.00	$ 783,600.00	$ 761,200.00	$ 1,164,000.00	$ 119,200.00
Grants	$ -	$ 4,800,000.00	$ 4,800,000.00	$ -	$ -
Impact Fees	$ 560,000.00	$ 1,200,000.00	$ 1,200,000.00	$ 1,650,000.00	$ -
Capital Projects	$ 2,672,800.00	$ -	$ -	$ 1,850,000.00	$ 12,000,000.00
	$ 4,047,000.00	$ 6,783,600.00	$ 6,761,200.00	$ 4,664,000.00	$ 12,119,200.00

DRAFT

Department: General Sessions & Traffic	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Equipment							
Misc. Computers (Under $4k)	GS-001	$ 5,000.00	$ 5,000.00	$ -	$ -	$ -	$ -
Misc. Equipment (Under $4K)	GS-002	$ 12,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ -	$ -
New Workstation	GS-004	$ 5,000.00	$ 5,000.00	$ -	$ -	$ -	$ -
Category: Infrastructure							
Court Room Improvements	GS-009	$ 60,000.00	$ -	$ 60,000.00	$ -	$ -	$ -
Justice Center Lobby Flooring	GS-010	$ 30,000.00	$ -	$ 30,000.00	$ -	$ -	$ -

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 14,000.00	$ 94,000.00	$ 4,000.00	$ -	$ -
Grants	$ -	$ -	$ -	$ -	$ -
	$ 14,000.00	$ 94,000.00	$ 4,000.00	$ -	$ -

DRAFT

Department: Golf	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Equipment							
Golf Carts	GC-004	$ 277,700.00	$ 117,700.00	$ 80,000.00	$ 80,000.00	$ -	$ -
Category: Infrastructure							
Course	GC-008	$ 100,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
Cart Paths	GC-009	$ 375,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ -	$ -
ADA Compliance	GC-010	$ 35,000.00	$ 35,000.00	$ -	$ -	$ -	$ -

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 297,700.00	$ 225,000.00	$ 225,000.00	$ 20,000.00	$ 20,000.00
Grants	$ -	$ -	$ -	$ -	$ -
	$ 297,700.00	$ 225,000.00	$ 225,000.00	$ 20,000.00	$ 20,000.00

DRAFT

Department: Human Resources	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Equipment							
Learning Management System	HR-004	$ 65,000.00	$ -	$ 65,000.00	$ -	$ -	$ -

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ -	$ 65,000.00	$ -	$ -	$ -
Grants	$ -	$ -	$ -	$ -	$ -
	$ -	$ 65,000.00	$ -	$ -	$ -

DRAFT

Department: Information Services	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Computer Items Under $4k							
Computer Replacements	IT-001	$ 939,357.31	$ 170,000.00	$ 178,500.00	$ 187,425.00	$ 196,796.25	$ 206,636.06
Misc Computer Equipment	IT-002	$ 21,000.00	$ 7,000.00	$ -	$ 7,000.00	$ -	$ 7,000.00
Category: Infrastructure Investments							
Data Center Computing	IT-003	$ 440,000.00	$ 400,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
Data Center Storage	IT-004	$ 350,000.00	$ 80,000.00	$ 85,000.00	$ 90,000.00	$ 95,000.00	$ -
Data Center Backup and Recovery	IT-005	$ 338,000.00	$ 250,000.00	$ 22,000.00	$ 22,000.00	$ 22,000.00	$ 22,000.00
Category: Network Investments							
Data Center Switches	IT-009	$ 70,000.00	$ -	$ -	$ -	$ 70,000.00	$ -
Edge Switches	IT-010	$ 265,000.00	$ -	$ 185,000.00	$ -	$ -	$ 80,000.00
Category: Security Investments							
SLCGP Cyber Security Grant	IT-012	$ 107,000.00	$ 57,000.00	$ 50,000.00	$ -	$ -	$ -
Edge Security	IT-013	$ 133,400.00	$ 58,400.00	$ -	$ -	$ 75,000.00	$ -
Security Projects	IT-014	$ 75,000.00	$ -	$ 35,000.00	$ -	$ 40,000.00	$ -
Category: Communication Investments							
Phone System	IT-015	$ 200,000.00	$ -	$ 25,000.00	$ -	$ 25,000.00	$ 150,000.00
AI Phone Triage System	IT-016	$ 85,000.00	$ -	$ 85,000.00	$ -	$ -	$ -
Category: Vehicles							
Mid Size SUV	IT-018	$ 40,000.00	$ -	$ -	$ -	$ -	$ 40,000.00
Category: External Impacts							
Relocations	IT-019	$ 160,000.00	$ -	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 965,400.00	$ 665,500.00	$ 356,425.00	$ 573,796.25	$ 555,636.06
Grants	$ 57,000.00	$ 50,000.00	$ -	$ -	$ -
Impact Fees	$ -	$ -	$ -	$ -	$ -
Drug Fund	$ -	$ -	$ -	$ -	$ -
	$ 1,022,400.00	$ 715,500.00	$ 356,425.00	$ 573,796.25	$ 555,636.06

DRAFT

Department: Judicial	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Infrastructure							
Office Improvements	JUD-008	$ 35,000.00	$ 35,000.00	$ -	$ -	$ -	$ -

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 35,000.00	$ -	$ -	$ -	$ -
Grants	$ -	$ -	$ -	$ -	$ -
	$ 35,000.00	$ -	$ -	$ -	$ -

DRAFT

Department: PARKS	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: General Infrastructure							
Misc. Park Maintenance	PK-002	$ 1,565,000.00	$ 430,000.00	$ 450,000.00	$ 395,000.00	$ 245,000.00	$ 45,000.00
ADA Improvements	PK-003	$ 130,000.00	$ 40,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ -
Park Office Building	PK-005	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -
Greenway	PK-006	$ 630,000.00	$ 30,000.00	$ 100,000.00	$ 500,000.00	$ -	$ -
Category: Lee Victory Recreation Park							
Concession Improvements	PK-007	$ 300,000.00	$ -	$ 300,000.00	$ -	$ -	$ -
Ballfields	PK-008B	$ 4,029,000.00	$ 29,000.00	$ -	$ 3,000,000.00	$ 1,000,000.00	$ -
Sidewalks	PK-009	$ 85,000.00	$ -	$ 85,000.00	$ -	$ -	$ -
Playground	PK-010	$ 75,000.00	$ -	$ -	$ 75,000.00	$ -	$ -
Basketball Courts	PK-011	$ 30,000.00	$ -	$ -	$ -	$ -	$ 30,000.00
Tennis Courts	PK-012	$ 190,000.00	$ -	$ 150,000.00	$ -	$ -	$ 40,000.00
Shelter 4	PK-013	$ 715,000.00	$ -	$ 115,000.00	$ 300,000.00	$ -	$ 300,000.00
Maintenance Building	PK-014	$ 100,000.00	$ -	$ -	$ 100,000.00	$ -	$ -
Category: Todd Lane							
Synthetic Turf - Field	PK-015A	$ 250,000.00	$ -	$ -	$ 250,000.00	$ -	$ -
Concession Stand	PK-015B	$ 123,000.00	$ 23,000.00	$ -	$ -	$ 100,000.00	$ -
Category: Gregory Mills Park							
Splashpad Improvements or Replacement	PK-016	$ 300,000.00	$ -	$ 300,000.00	$ -	$ -	$ -
Category: SOAC							
Exhibits & Activities	PK-017	$ 375,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
Pool Improvements	PK-018	$ 157,500.00	$ 45,000.00	$ 62,500.00	$ 50,000.00	$ -	$ -
SOAC Building Improvements	PK-019	$ 48,500.00	$ -	$ 41,000.00	$ 7,500.00	$ -	$ -
Category: Rotary Soccer Park							
Field Expansion & Improvements	PK-020	$ 6,050,000.00	$ 550,000.00	$ 4,000,000.00	$ 1,500,000.00	$ -	$ -
Category: Cedar Stone Park							
Phase 1	PK-022	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	$ -
Phase 2	PK-023	$ 11,000,000.00	$ 3,100,000.00	$ 7,900,000.00	$ -	$ -	$ -
Category: Sharp Springs Park							
Mountain Bike Trail Improvements	PK-024	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -	$ -
Storage Building Improvements	PK-025	$ 35,000.00	$ -	$ 35,000.00	$ -	$ -	$ -
Natural Area	PK-027	$ 100,000.00	$ -	$ -	$ 100,000.00	$ -	$ -
Playground	PK-028	$ 200,000.00	$ -	$ -	$ 200,000.00	$ -	$ -
Category: Hilltop Park							
Restroom and Shelters	PK-030A	$ 50,000.00	$ -	$ -	$ 50,000.00	$ -	$ -
Community Building	PK-030B	$ 26,800.00	$ 26,800.00	$ -	$ -	$ -	$ -
Category: Carter Lee Park							
Park Development	PK-031	$ 600,000.00	$ -	$ -	$ -	$ 100,000.00	$ 500,000.00
Category: Volunteer Park							
Sports Lighting Upgrades	PK-032	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -	$ -
Category: New Park Development							
Enon Springs Park Development	PK-034	$ 500,000.00	$ -	$ 100,000.00	$ -	$ 100,000.00	$ 300,000.00

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Department: PARKS	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Equipment							
Vehicles	PK-035	$ 274,700.00	$ 109,700.00	$ 55,000.00	$ 55,000.00	$ -	$ 55,000.00
Mowers	PK-036	$ 108,100.00	$ -	$ 48,100.00	$ 30,000.00	$ 30,000.00	$ -
Heavy Equipment	PK-038	$ 145,000.00	$ -	$ -	$ 90,000.00	$ 35,000.00	$ 20,000.00
Tractors	PK-039	$ 55,100.00	$ 55,100.00	$ -	$ -	$ -	$ -
Category: Software							
Vermont Systems	PK-040	$ 36,000.00	$ -	$ 36,000.00	$ -	$ -	$ -

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 836,800.00	$ 2,357,600.00	$ 4,557,500.00	$ 1,915,000.00	$ 1,365,000.00
Grants	$ 26,800.00	$ -	$ -	$ -	$ -
Impact Fees	$ 550,000.00	$ 4,200,000.00	$ 2,250,000.00	$ 100,000.00	$ -
Capital Projects	$ 3,100,000.00	$ 7,900,000.00	$ -	$ -	$ -
	$ 4,513,600.00	$ 14,457,600.00	$ 6,807,500.00	$ 2,015,000.00	$ 1,365,000.00

DRAFT

Department: Planning & Codes	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Equipment							
Equipment (Over $4000)	PC-003	$ 20,000.00	$ -	$ -	$ 20,000.00	$ -	$ -
Category: Comprehensive Plans							
Comprehensive Plan / Land Use Plan	PC-007	$ 35,000.00	$ 35,000.00	$ -	$ -	$ -	$ -
Downtown Master Plan	PC-008	$ 150,000.00	$ 75,000.00	$ 75,000.00	$ -	$ -	$ -
Impact Fee Study	PC-009	$ 60,000.00	$ -	$ -	$ 60,000.00	$ -	$ -
Major Thoroughfare/Bike-Ped Plan Update	PC-010	$ 250,000.00	$ -	$ -	$ -	$ -	$ 250,000.00
Zoning Ordinance Review/Revision	PC-011	$ 200,000.00	$ 100,000.00	$ 100,000.00	$ -	$ -	$ -
Category: Vehicles							
Replacement Vehicles	PC-012	$ 270,758.00	$ 95,400.00	$ 55,358.00	$ 40,000.00	$ 40,000.00	$ 40,000.00

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 305,400.00	$ 230,358.00	$ 60,000.00	$ 40,000.00	$ 290,000.00
Impact Fees	$ -	$ -	$ 60,000.00	$ -	$ -
	$ 305,400.00	$ 230,358.00	$ 120,000.00	$ 40,000.00	$ 290,000.00

DRAFT

Department: Police Department	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Infrastructure							
Exterior of Building - HVAC & Crane	PD-001	$ 46,500.00	$ -	$ 46,500.00	$ -	$ -	$ -
Interior of Building - Flooring	PD-002	$ 63,100.00	$ -	$ 63,100.00	$ -	$ -	$ -
Records Division - New Desks	PD-003	$ 10,200.00	$ -	$ 10,200.00	$ -	$ -	$ -
Dispatch - E-citation Interface	PD-005	$ 20,000.00	$ 20,000.00	$ -	$ -	$ -	$ -
Impound Lot - Fencing, Gate, & Backtop	PD-006	$ 32,700.00	$ 32,700.00	$ -	$ -	$ -	$ -
Detective Division - Cellebrite phone extraction	PD-007	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
Firing Range - Install utilities & Modular Classroom	PD-008	$ 514,050.00	$ -	$ 334,050.00	$ 180,000.00	$ -	$ -
New building - Growth Study & Design	PD-009	$ 63,000.00	$ -	$ 63,000.00	$ -	$ -	$ -
Category: Equipment							
Police Equip (other) - E-Citation printers, optics	PD-010	$ 851,040.00	$ 231,000.00	$ 298,760.00	$ 123,760.00	$ 98,760.00	$ 98,760.00
Radios - 25% of stock replacement schedule	PD-014	$ 757,500.00	$ 151,500.00	$ 151,500.00	$ 151,500.00	$ 151,500.00	$ 151,500.00
Body Cameras	PD-015	$ 206,500.00	$ 206,500.00	$ -	$ -	$ -	$ -
Other Cameras	PD-016	$ 12,500.00	$ 12,500.00	$ -	$ -	$ -	$ -
SWAT Equipment	PD-018	$ 79,500.00	$ 29,500.00	$ 50,000.00	$ -	$ -	$ -
Computer programs	PD-020	$ 63,400.00	$ -	$ 63,400.00	$ -	$ -	$ -
THSO Grant Equipment	PD-021	$ 83,300.00	$ 34,300.00	$ 12,250.00	$ 12,250.00	$ 12,250.00	$ 12,250.00
Drone	PD-026	$ 8,500.00	$ 8,500.00	$ -	$ -	$ -	$ -
Category: Vehicles							
Replacement Vehicles	PD-024	$ 4,439,556.00	$ 326,700.00	$ 501,618.00	$ 1,608,179.00	$ 1,351,059.00	$ 652,000.00
New Additional Vehicles	PD-025	$ 3,740,353.00	$ 953,100.00	$ 1,069,135.00	$ 906,118.00	$ 812,000.00	$ -

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 997,900.00	$ 1,750,145.00	$ 2,063,439.00	$ 1,601,319.00	$ 902,260.00
Grants	$ 34,300.00	$ 12,250.00	$ 12,250.00	$ 12,250.00	$ 12,250.00
Impact Fees	$ 953,100.00	$ 906,118.00	$ 906,118.00	$ 812,000.00	$ -
Drug Fund	$ 21,000.00	$ -	$ -	$ -	$ -
	$ 2,006,300.00	$ 2,668,513.00	$ 2,981,807.00	$ 2,425,569.00	$ 914,510.00

DRAFT

Department: Probation	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Infrastructure							
Office Improvements	PR-004	$ 11,000.00	$ -	$ 11,000.00	$ -	$ -	$ -

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ -	$ 11,000.00	$ -	$ -	$ -
Grants	$ -	$ -	$ -	$ -	$ -
	$ -	$ 11,000.00	$ -	$ -	$ -

DRAFT

Department: Public Works	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Equipment							
Rugged Laptops for New Positions	PW-003	$ 9,000.00	$ 9,000.00	$ -	$ -	$ -	$ -
Hand Tools	PW-004	$ 1,150.00	$ 200.00	$ 200.00	$ 250.00	$ 250.00	$ 250.00
Project Coordinator - NEW POSITION REQUESTS	PW-016	$ 40,000.00	$ 40,000.00	$ -	$ -	$ -	$ -
Category: Infrastructure							
Office Equipment & Desks for New Positions	PW-008	$ 3,000.00	$ 3,000.00	$ -	$ -	$ -	$ -
Furniture	PW-009	$ 7,000.00	$ 7,000.00	$ -	$ -	$ -	$ -
Communication Devices	PW-010	$ 45,000.00	$ 45,000.00	$ -	$ -	$ -	$ -
Battery backup	PW-011	$ 150,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 134,200.00	$ 30,200.00	$ 30,250.00	$ 30,250.00	$ 30,250.00
Grants	$ -	$ -	$ -	$ -	$ -
	$ 134,200.00	$ 30,200.00	$ 30,250.00	$ 30,250.00	$ 30,250.00

DRAFT

Department: Streets	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Equipment							
Dump Truck	ST-007	$ 160,000.00	$ 160,000.00	$ -	$ -	$ -	$ -
Category: Infrastructure							
Bridge Improvements/Repairs	ST-002	$ 275,000.00	$ 5,000.00	$ 255,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
Signs	ST-003	$ 250,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
Cooks Lane Improvements	ST-009	$ 2,450,000.00	$ -	$ 100,000.00	$ 150,000.00	$ 1,100,000.00	$ 1,100,000.00
Enon Springs Road @ CSX	ST-011	$ 475,000.00	$ -	$ 125,000.00	$ 350,000.00	$ -	$ -
Rock Springs / Cooks Lane Improvements	ST-012	$ 3,360,000.00	$ 60,000.00	$ 3,300,000.00	$ -	$ -	$ -
Jefferson Pike @ Nissan Left Turn - PIN 135730	ST-013	$ 1,565,000.00	$ 225,000.00	$ 110,000.00	$ 30,000.00	$ 1,200,000.00	$ -
Lowry Street Phase II - PIN 129837	ST-016	$ 600,000.00	$ 50,000.00	$ 550,000.00	$ -	$ -	$ -
Old Almaville Road Improvements	ST-019	$ 5,370,000.00	$ -	$ 220,000.00	$ 150,000.00	$ 4,850,000.00	$ 150,000.00
Rock Springs Road at ONH (Needham to Austin Lee)	ST-020	$ 10,475,000.00	$ 375,000.00	$ 600,000.00	$ -	$ 5,250,000.00	$ 4,250,000.00
Rocky Fork Almaville Road	ST-023	$ 10,260,000.00	$ 60,000.00	$ 2,500,000.00	$ 2,750,000.00	$ 2,450,000.00	$ 2,500,000.00
Sam Ridley @ Old Nashville HWY - PIN 127985	ST-026	$ 1,994,000.00	$ 1,994,000.00	$ -	$ -	$ -	$ -
Weakley Lane Improvements	ST-032	$ 4,100,000.00	$ 100,000.00	$ 650,000.00	$ 750,000.00	$ 1,300,000.00	$ 1,300,000.00
Florence Road Sidewalk - PIN 129828	ST-034	$ 1,300,000.00	$ 100,000.00	$ 1,200,000.00	$ -	$ -	$ -
Lee Road	ST-036	$ 26,600,000.00	$ 800,000.00	$ 3,150,000.00	$ 10,500,000.00	$ 12,150,000.00	$ -
Lowry Street Phase III - PIN 132341	ST-037	$ 1,790,000.00	$ 150,000.00	$ 130,000.00	$ 10,000.00	$ 1,500,000.00	$ -
Pedestrian Crossing - Hazelwood	ST-043	$ 10,000.00	$ 10,000.00	$ -	$ -	$ -	$ -
Safe Streets For All	ST-044	$ 2,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ -
Sidewalk - ONH Sidewalk Improvements - PIN 132615	ST-048	$ 1,570,000.00	$ 150,000.00	$ 100,000.00	$ 20,000.00	$ 1,300,000.00	$ -
Industrial Drive Access Management	ST-058	$ 620,000.00	$ 120,000.00	$ 500,000.00	$ -	$ -	$ -
New Sidewalks	ST-059	$ 1,300,000.00	$ 250,000.00	$ 300,000.00	$ 350,000.00	$ 200,000.00	$ 200,000.00
Pedestrian Crossing Alert Lights	ST-060	$ 200,000.00	$ 200,000.00	$ -	$ -	$ -	$ -
Road Resurfacing	ST-061	$ 4,100,000.00	$ 850,000.00	$ 750,000.00	$ 800,000.00	$ 850,000.00	$ 850,000.00
ITS Phase 3, 4, 5	ST-063	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	$ -
Sidewalk Rehabilitation / ADA Upgrades	ST-070	$ 1,750,000.00	$ 150,000.00	$ 400,000.00	$ 400,000.00	$ 400,000.00	$ 400,000.00
Sidewalk - Enon Springs Sidewalks - PIN 129833	ST-073	$ 1,630,000.00	$ 180,000.00	$ 200,000.00	$ 50,000.00	$ 1,200,000.00	$ -
Shop Improvements	ST-074	$ 10,000.00	$ 10,000.00	$ -	$ -	$ -	$ -

DRAFT

Department: Streets	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Vehicles							
Trucks	ST-062	$ 65,000.00	$ -	$ -	$ -	$ -	$ 65,000.00

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 1,193,800.00	$ 2,355,000.00	$ 1,216,000.00	$ 1,695,000.00	$ 670,000.00
Grants	$ 2,650,200.00	$ 3,085,000.00	$ 9,449,000.00	$ 16,310,000.00	$ -
Impact Fees	$ 845,000.00	$ 1,400,000.00	$ 1,250,000.00	$ 650,000.00	$ 700,000.00
Debt	$ -	$ 7,450,000.00	$ 4,300,000.00	$ 14,300,000.00	$ 8,650,000.00
Capital Project	$ 1,860,000.00	$ 1,900,000.00	$ 1,150,000.00	$ 850,000.00	$ 850,000.00
	$ 6,549,000.00	$ 16,190,000.00	$ 17,365,000.00	$ 33,805,000.00	$ 10,870,000.00

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Department: Storm Water	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Equipment							
Project: Salt Box and Plow	STW-003	$ 167,000.00	$ 59,000.00	$ -	$ 54,000.00	$ -	$ 54,000.00
Project: Skid Steer	STW-004	$ 120,000.00	$ -	$ 120,000.00	$ -	$ -	$ -
Project: Dump Truck	STW-005	$ 470,000.00	$ 150,000.00	$ -	$ 160,000.00	$ -	$ 160,000.00
Project: Bush hog	STW-006	$ 130,000.00	$ 40,000.00	$ 45,000.00	$ -	$ 45,000.00	$ -
Project: Brush Truck	STW-007	$ 250,000.00	$ 250,000.00	$ -	$ -	$ -	$ -
Project: Dozer	STW-008	$ 260,000.00	$ -	$ -	$ -	$ 260,000.00	$ -
Project: Ditch Witch	STW-009	$ 70,000.00	$ -	$ 70,000.00	$ -	$ -	$ -
Project: Tractor	STW-010	$ 200,000.00	$ -	$ 100,000.00	$ -	$ 100,000.00	$ -
Project: Backhoe - Loader	STW-011	$ 150,000.00	$ -	$ 150,000.00	$ -	$ -	$ -
Category: Infrastructure							
Project: Drainage Repairs	STW-020	$ 1,000,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00
Project: Shop Improvements	STW-021	$ 30,000.00	$ 30,000.00	$ -	$ -	$ -	$ -
Category: Vehicles							
Project: Truck	STW-027	$ 190,000.00	$ 80,000.00	$ -	$ 55,000.00	$ -	$ 55,000.00

Funding	FY27	FY28	FY29	FY30	FY31
Grants	$ -	$ -	$ -	$ -	$ -
Storm Water	$ 809,000.00	$ 685,000.00	$ 469,000.00	$ 605,000.00	$ 469,000.00
	$ 809,000.00	$ 685,000.00	$ 469,000.00	$ 605,000.00	$ 469,000.00

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Department: Vehicle Maintenance	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Infrastructure							
Project: Shop Improvements	VM-008	$ 10,000.00	$ 10,000.00	$ -	$ -	$ -	$ -

Funding	FY27	FY28	FY29	FY30	FY31
General Fund	$ 10,000.00	$ -	$ -	$ -	$ -
Grants	$ -	$ -	$ -	$ -	$ -
	$ 10,000.00	$ -	$ -	$ -	$ -

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Department: Water Plant	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Computer Items							
Misc. (Under $4000)	WTP-001	$ 10,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
Category: Equipment							
Bleach Generator Electrodes	WTP-004	$ 270,000.00	$ -	$ -	$ 270,000.00	$ -	$ -
Generator High Service Pump Station	WTP-010	$ 300,000.00	$ -	$ -	$ 300,000.00	$ -	$ -
Membrane Replacement Modules	WTP-015	$ 1,050,000.00	$ -	$ -	$ -	$ 350,000.00	$ 700,000.00
Misc (Under $4000)	WTP-016	$ 10,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
Category: Improvements							
Communication Repairs	WTP-022	$ 180,000.00	$ 180,000.00	$ -	$ -	$ -	$ -
HVAC Upgrade	WTP-024	$ 80,000.00	$ 80,000.00	$ -	$ -	$ -	$ -
Pipe Maintenance	WTP-027	$ 120,000.00	$ -	$ -	$ 120,000.00	$ -	$ -
Rebuild Raw Water Pumps	WTP-028	$ 270,000.00	$ 90,000.00	$ -	$ 90,000.00	$ 90,000.00	$ -
Repair/Repaint Clearwell 1 & 2	WTP-029	$ 250,000.00	$ -	$ 250,000.00	$ -	$ -	$ -
Hilltop Tank	WTP-030	$ 180,000.00	$ -	$ -	$ -	$ 180,000.00	$ -
Category: Booster Station Upgrade							
Mason Tucker	WTP-038	$ 7,000,000.00	$ 3,000,000.00	$ 4,000,000.00	$ -	$ -	$ -
Category: Systems							
Lime Grit Auger System	WTP-042	$ 180,000.00	$ -	$ 180,000.00	$ -	$ -	$ -

Funding	FY27	FY28	FY29	FY30	FY31
Grants	$ -	$ -	$ -	$ -	$ -
W/S Revenue	$ 354,000.00	$ 434,000.00	$ 784,000.00	$ 624,000.00	$ 704,000.00
Debt Proceeds	$ 3,000,000.00	$ 4,000,000.00	$ -	$ -	$ -
	$ 3,354,000.00	$ 4,434,000.00	$ 784,000.00	$ 624,000.00	$ 704,000.00

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Department: Waste Water	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Computer Items							
Misc. (Under $4000)	WWTP-001	$ 14,000.00	$ 2,800.00	$ 2,800.00	$ 2,800.00	$ 2,800.00	$ 2,800.00
Category: Equipment							
BOD Incubator	WWTP-003	$ 6,500.00	$ -	$ 6,500.00	$ -	$ -	$ -
Clarifier Gear Box	WWTP-004	$ 35,000.00	$ 35,000.00	$ -	$ -	$ -	$ -
Samplers	WWTP-008	$ 529,000.00	$ -	$ 500,000.00	$ 9,000.00	$ 20,000.00	$ -
Flyght Pump (Spare)	WWTP-009	$ 30,000.00	$ -	$ 30,000.00	$ -	$ -	$ -
Mixer	WWTP-010	$ 25,000.00	$ 25,000.00	$ -	$ -	$ -	$ -
Lift Station	WWTP-012	$ 170,800.00	$ 149,800.00	$ 6,000.00	$ 15,000.00	$ -	$ -
Misc. (Under $4000)	WWTP-013	$ 10,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
Nitrate Probes	WWTP-015	$ 160,000.00	$ -	$ -	$ 160,000.00	$ -	$ -
VFD	WWTP-022	$ 45,000.00	$ 45,000.00	$ -	$ -	$ -	$ -
Category: Improvements							
Dewatering Building	WWTP-031	$ 40,000.00	$ 40,000.00	$ -	$ -	$ -	$ -
Meadowbrook Lift Station Upgrade	WWTP-032	$ 500,000.00	$ -	$ -	$ -	$ 350,000.00	$ 150,000.00
WWTP Expansion	WWTP-038	$ 1,700,000.00	$ -	$ -	$ -	$ -	$ 1,700,000.00
Category: Vehicles							
Lab Vehicle	WWTP-041	$ 35,000.00	$ -	$ -	$ 35,000.00	$ -	$ -
Maintenance Truck (F550)	WWTP-042	$ 100,000.00	$ -	$ -	$ -	$ -	$ 100,000.00

Funding	FY27	FY28	FY29	FY30	FY31
Grants	$ -	$ -	$ -	$ -	$ -
W/S Revenue	$ 299,600.00	$ 547,300.00	$ 223,800.00	$ 374,800.00	$ 254,800.00
SRF	$ -	$ -	$ -	$ -	$ 1,700,000.00
	$ 299,600.00	$ 547,300.00	$ 223,800.00	$ 374,800.00	$ 1,954,800.00

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Department: Water Sewer Maintenance	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Computer Items							
Misc. (Under $4000)	WSM-001	$ 10,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
Category: Equipment							
Backhoe	WSM-006	$ 110,000.00	$ -	$ -	$ 110,000.00	$ -	$ -
Misc. (Under $4000)	WSM-012	$ 20,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00
Category: Improvements							
Sewer Creek Crossing Maintenance	WSM-020	$ 150,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
Category: Projects							
Emergency Line Work	WSM-030	$ 2,500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00
Fall Creek Basin	WSM-032	$ 175,000.00	$ -	$ -	$ 175,000.00	$ -	$ -
Lee Road Widening	ST-036	$ 600,000.00	$ -	$ 600,000.00	$ -	$ -	$ -
Weakly Lane Road Widening	ST-032	$ 7,953,820.00	$ 2,000,000.00	$ 3,550,000.00	$ 2,403,820.00	$ -	$ -
Cooks Lane Road Widening	ST-009	$ 675,000.00	$ 675,000.00	$ -	$ -	$ -	$ -
Inflow and Infiltration Construction	WSM-037	$ 6,500,000.00	$ 1,500,000.00	$ 2,500,000.00	$ -	$ -	$ 2,500,000.00
Inflow and Infiltration Inspection/Design	WSM-038	$ 1,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
Inflow and Infiltration ROW	WSM-039	$ 550,000.00	$ -	$ 275,000.00	$ -	$ -	$ 275,000.00
Lynwood Construction	WSM-042	$ 16,400,000.00	$ 5,000,000.00	$ 5,000,000.00	$ 2,400,000.00	$ 4,000,000.00	$ -
Water Reuse Project	WSM-058	$ 1,000,000.00	$ 300,000.00	$ -	$ 700,000.00	$ -	$ -
Almaville Road Widening	ST-019	$ 5,950,000.00	$ -	$ -	$ -	$ 5,950,000.00	$ -
Zone Metering	WSM-062	$ 432,000.00	$ 144,000.00	$ -	$ 144,000.00	$ -	$ 144,000.00
Category: Vehicles							
Dump Truck	WSM-063	$ 150,000.00	$ -	$ 150,000.00	$ -	$ -	$ -
Trucks and Equipment	WSM-065	$ 167,800.00	$ 167,800.00	$ -	$ -	$ -	$ -

Funding	FY27	FY28	FY29	FY30	FY31
Grants	$ -	$ -	$ -	$ -	$ -
W/S Revenue	$ 5,822,800.00	$ 7,611,000.00	$ 4,568,820.00	$ 6,486,000.00	$ 3,455,000.00
SRF	$ 5,000,000.00	$ 5,000,000.00	$ 2,400,000.00	$ 4,000,000.00	$ -
	$ 10,822,800.00	$ 12,611,000.00	$ 6,968,820.00	$ 10,486,000.00	$ 3,455,000.00

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Department: Utilities - GAS	#	Total Cost	FY27	FY28	FY29	FY30	FY31
Category: Computer Items							
Misc. (Under $4000)	GAS-002	$ 10,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
Category: Equipment							
Copier/Printer	GAS-004	$ 8,000.00	$ 8,000.00	$ -	$ -	$ -	$ -
Gas Leak Detectors	GAS-005	$ 50,100.00	$ 50,100.00	$ -	$ -	$ -	$ -
Misc. (Under $4000)	GAS-013	$ 20,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00
Category: Heavy Equip							
Backhoe	GAS-017	$ 240,000.00	$ -	$ 120,000.00	$ -	$ -	$ 120,000.00
Category: Improvements							
Gas Shop - Parking Lot	GAS-024	$ 45,000.00	$ -	$ 10,000.00	$ -	$ 35,000.00	$ -
Category: Projects							
Continuing Construction	GAS-033	$ 3,750,000.00	$ 750,000.00	$ 750,000.00	$ 750,000.00	$ 750,000.00	$ 750,000.00
Lyndwood & 840	GAS-034	$ 1,525,000.00	$ -	$ -	$ -	$ 525,000.00	$ 1,000,000.00
Fall Creek Basin	GAS-035	$ 175,000.00	$ -	$ 175,000.00	$ -	$ -	$ -
Emergency Management Program	GAS-036	$ 13,000.00	$ 7,000.00	$ 6,000.00	$ -	$ -	$ -
Lee Road Widening	ST-036	$ 317,000.00	$ -	$ 317,000.00	$ -	$ -	$ -
Weakly Lane Road Widening	ST-032	$ 1,106,200.00	$ 381,000.00	$ 432,400.00	$ 292,800.00	$ -	$ -
Relocations	GAS-039	$ 3,135,000.00	$ 850,000.00	$ 850,000.00	$ 435,000.00	$ 500,000.00	$ 500,000.00
Almaville Road Widening	ST-019	$ 1,100,000.00	$ -	$ -	$ -	$ 1,100,000.00	$ -
Category: Vehicles							
Service Trucks	GAS-041	$ 251,000.00	$ 140,000.00	$ 46,000.00	$ -	$ -	$ 65,000.00

Funding	FY27	FY28	FY29	FY30	FY31
Grants	$ -	$ -	$ -	$ -	$ -
Gas Revenue	$ 2,192,100.00	$ 2,712,400.00	$ 1,483,800.00	$ 2,916,000.00	$ 2,441,000.00
	$ 2,192,100.00	$ 2,712,400.00	$ 1,483,800.00	$ 2,916,000.00	$ 2,441,000.00

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CAPITAL PROJECT FUNDING SUMMARY BY DEPARTMENT FY2027

DEPARTMENT	REQUESTED AMOUNT	APPROVED AMOUNT	GENERAL FUND	DEBT PROCEEDS	STATE STREET AID	DRUG FUND	IMPACT FEES	GRANT	STORM WATER	INSURANCE FUND	CAPITAL PROJECTS	WS REVENUE	GAS REVENUE	TOTAL
ADMINISTRATION	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
BUILDING AND GROUNDS	$941,500	$91,500	$91,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$91,500
EVENT CENTER	$51,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FINANCE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FIRE DEPARTMENT	$4,462,340	$4,047,000	$814,200	$0	$0	$0	$560,000	$0	$0	$0	$2,672,800	$0	$0	$4,047,000
GENERAL SESSIONS	$64,000	$4,000	$4,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,000
GOLF COURSE	$297,650	$297,700	$137,700	$0	$0	$0	$0	$0	$0	$0	$160,000	$0	$0	$297,700
HUMAN RESOURCES	$77,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INFORMATION SERVICES	$1,792,350	$1,022,400	$965,400	$0	$0	$0	$0	$57,000	$0	$0	$0	$0	$0	$1,022,400
JUDICIAL	$35,000	$35,000	$35,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$35,000
LEGISLATIVE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PARKS AND RECREATION	$8,298,879	$4,513,600	$781,700	$0	$0	$0	$550,000	$26,800	$0	$0	$3,155,100	$0	$0	$4,513,600
PLANNING AND CODES	$305,358	$305,400	$305,400	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$305,400
POLICE DEPARTMENT	$2,811,942	$2,006,300	$879,300	$0	$0	$21,000	$953,100	$34,300	$0	$0	$118,600	$0	$0	$2,006,300
PROBATION	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PUBLIC WORKS	$134,200	$134,200	$75,200	$0	$0	$0	$0	$0	$0	$0	$59,000	$0	$0	$134,200
STREET DEPARTMENT	$14,480,000	$6,549,000	$175,000	$0	$0	$0	$965,000	$2,650,200	$0	$0	$2,758,800	$0	$0	$6,549,000
TRAFFIC COURT	$10,000	$10,000	$10,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$10,000
TREASURY AND COLLECTIONS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
VEHICLE MAINTENANCE	$10,000	$10,000	$10,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$10,000
WELLNESS PROGRAM	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL GENERAL FUND	**$33,771,219**	**$19,026,100**	**$4,284,400**	**$0**	**$0**	**$21,000**	**$3,028,100**	**$2,768,300**	**$0**	**$0**	**$8,924,300**	**$0**	**$0**	**$19,026,100**
STORM WATER	**$809,000**	**$809,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$809,000**	**$0**	**$0**	**$0**	**$0**	**$809,000**
WATER PLANT	$3,354,000	$3,354,000	$0	$3,000,000	$0	$0	$0	$0	$0	$0	$0	$354,000	$0	$3,354,000
WASTE WATER TREATMENT PLANT	$155,800	$299,600	$0	$0	$0	$0	$0	$0	$0	$0	$0	$299,600	$0	$299,600
WATER AND SEWER MAINTENANCE	$10,097,737	$10,822,800	$0	$5,000,000	$0	$0	$0	$0	$0	$0	$0	$5,822,800	$0	$10,822,800
TOTAL W & S FUND	**$13,607,537**	**$14,476,400**		**$8,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,476,400**		**$14,476,400**
GAS DEPARTMENT	**$2,367,100**	**$2,192,100**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,192,100**	**$2,192,100**
GRAND TOTALS	**$50,554,856**	**$36,503,600**	**$4,284,400**	**$8,000,000**	**$0**	**$21,000**	**$3,028,100**	**$2,768,300**	**$809,000**	**$0**	**$8,924,300**	**$6,476,400**	**$2,192,100**	**$36,503,600**

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Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

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	2025 - 2026	2026 - 2027	CHANGES
ADMINISTRATION			
► Application for Cert. of Compliance for Retail Food Store Wine License	$100.00	$100.00	-
► Open Records Request			-
• Copy onto a CD	$5.00	$5.00	-
• Copy onto a DVD	$5.00	$5.00	-
• GIS Maps (24x30)	$30.00	$30.00	-
• Oversized Copies from Planning	$4.00	$4.00	-
• Paper Copies Per Page (Except Courts)			-
◘ *Black and White Copies*	$0.15	$0.15	-
◘ *Color Copies*	$0.50	$0.50	-
► Returned Check Charge/ACH Charge (All Departments)			-
• Payments over $2,000	1% of check amount	1% of check amount	
			-
BUILDING CODES DEPARTMENT			-
► Appeal to Board of Adj and App	$200.00	$200.00	-
► Miscellaneous			-
• Administrative Fee for Codes Violations	$250.00	$250.00	-
• Processing Fee for refunds (per requested permit refund)	$35.00	$35.00	-
• Reinspection Fee.	$75.00	$75.00	-
• Technology Fee (per permit or plan review issued), Non-refundable	$10.00	$20.00	$10.00
► Permits			-
• Building Permits			-
◘ *Accessory Building*	$0.45/SF	$0.45/SF	-
◘ *Blasting*	$35.00	$35.00	-
◘ *Building Permit Extension or Renewal*			-
○ All other	$100.00	$100.00	-
○ Industrial	$300.00	$300.00	-
○ Residential/Multifamily	$75.00	$75.00	-
◘ *Carnival*	$210.00	$210.00	-
◘ *Change of Occupancy*	$100.00	$100.00	-

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

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	2025 - 2026	2026 - 2027	CHANGES
◘ *Complete building or build out*			-
○ All others ($100 minimum)	$0.45/sf	$0.45/sf	-
○ Industrial ($300 minimum)	$0.45/sf	$0.45/sf	-
○ Residential/Multifamily ($45 minimum)	$0.45/sf	$0.45/sf	-
◘ *Construction Trailer*	$0.45/sf	$0.45/sf	-
◘ *Demolition*	$105.00	$105.00	-
◘ *Firework*			-
○ Sale permit (per selling session)	$750.00	$750.00	-
○ Tent permit (per selling session)	$105.00	$105.00	-
◘ *Foundation*			-
○ Commercial/Industrial	$200.00	$200.00	-
○ Residential	$100.00	$100.00	-
◘ *Gas (for additions, or service outside Town limits)*	$45 + $7.50/fixture	$45 + $7.50/fixture	-
◘ *Generators / Motor*	$100.00	$100.00	-
◘ *Mechanical*			-
○ Commercial water heaters	$100.00	$100.00	-
○ Non-Residential HVAC units, boilers, instant WH, range, etc	$100 + $25/fixture	$100 + $25/fixture	-
○ Residential HVAC units, boilers, instant WH, range, etc	$50 + $10/fixture	$50 + $10/fixture	-
○ Residential water heater	$50.00	$50.00	-
◘ *Miscellaneous*	$50.00	$50.00	-
◘ *Plumbing*			-
○ Additions, etc.	Base + $10/fixture	Base + $10/fixture	-
○ Base fee	$50.00	$50.00	-
○ Sewer	$25.00	$25.00	-
○ Waterline	$25.00	$25.00	-
◘ *Pool*			-
○ Above ground	$100.00	$100.00	-
○ In ground	$200.00	$200.00	-
◘ *Shell*			-
○ All others ($100 minimum)	$0.20/SF	$0.20/SF	-
○ Industrial ($300 minimum)	$0.20/SF	$0.20/SF	-
○ Residential/Multifamily ($45 minimum)	$0.20/SF	$0.20/SF	-

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

	2025 - 2026	2026 - 2027	CHANGES
◘ *Signs*			-
○ All others	$100 + $0.30/sf	$100 + $0.30/sf	-
○ Banners (>16 sf is 2 banners)	$30/banner, maximum of 2	$30/banner, maximum of 2	-
○ Tempoary large inflatable (15 days)	$30.00	$30.00	-
◘ *Sprinkler System*	$0.20/SF	$0.20/SF	-
◘ *Storage unit (temporary)*	$0.45/SF	$0.45/SF	-
◘ *Temporary Certificate of Occupancy-Commercial Only*	$400.00	$400.00	-
◘ *Temporary Office Trailer*	$0.45/SF	$0.45/SF	-
◘ *Tent (temporary)*	$55.00	$55.00	-
• Electrical			-
◘ *1 & 2 Family Dwellings and Townhomes*			-
○ HVAC (per dwelling, per unit)	$50.00	$50.00	-
○ Low Voltage Residential	$50.00	$50.00	-
○ New Construction			-
♦ Additional inspection/reinspection	$50.00	$50.00	-
♦ Base Fee	$50.00	$50.00	-
♦ Service Size (Amps) (Rough-in, Final & Service Release) 1-200	$100.00	$100.00	-
♦ Service Size (Amps) (Rough-in, Final & Service Release) 201-400	$120.00	$120.00	-
♦ Service Size (Amps) (Rough-in, Final & Service Release) >400	$140.00	$140.00	-
○ Pools/Hot Tub			-
♦ Above ground	$100.00	$100.00	-
♦ In ground	$150.00	$150.00	-
○ Reconnect	$75.00	$75.00	-
○ Remodel and/or addition			-
♦ Additional inspection/reinspection	$50.00	$50.00	-
♦ Service Size (Amps) (Rough-in, Final & 1 reinspection) 1-200	$100.00	$100.00	-
♦ Service Size (Amps) (Rough-in, Final & 1 reinspection) 201-400	$120.00	$120.00	-
♦ Service Size (Amps) (Rough-in, Final & 1 reinspection) >400	$140.00	$140.00	-
○ Service Release			-
♦ Extension	$50.00	$50.00	-
♦ > 1000 amps	$300.00	$300.00	-
♦ 1-200 amps	$80.00	$80.00	-

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Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

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	2025 - 2026	2026 - 2027	CHANGES
♦ 201-400 amps	$100.00	$100.00	-
♦ 401-600 amps	$120.00	$120.00	-
♦ 601-1000 amps	$200.00	$200.00	-
◘ *All others*			-
○ Final inspection			-
♦ >1000 amps	$400.00	$400.00	-
♦ 1-200 amps	$50.00	$50.00	-
♦ 201-400 amps	$55.00	$55.00	-
♦ 401-600 amps	$60.00	$60.00	-
♦ 601-1000 amps	$100.00	$100.00	-
○ Other inspections			-
♦ Fire Alarms > 25 Devices	$200 + $5.00/device	$200 + $5.00/device	-
♦ Fire Alarms 1-25 Devices	$200.00	$200.00	-
♦ Generators / Motors	$100.00	$100.00	-
♦ Hotel/Motel/Residential Room	$50.00	$50.00	-
♦ HVAC (per unit)	$50.00	$50.00	-
♦ Low Voltage - Commercial / Industrial	$100.00	$100.00	-
♦ Primary/Secondary panel/Annunciator Panel	$50.00/device	$50.00/device	-
♦ Miscellaneous	$50.00	$50.00	-
♦ Occupancy	$100.00	$100.00	-
♦ Panel Replacement	$100.00	$100.00	-
♦ Reconnect	$150.00	$150.00	-
♦ Re-inspection	$50.00	$50.00	-
♦ Safety / Consult	$50.00	$50.00	-
♦ Sign	$50.00	$50.00	-
♦ Solar Panels	$50/panel	$50/panel	-
♦ VAV boxes	$35 + $5/VAV	$35 + $5/VAV	-
○ Rough-in			-
♦ >1000 amps	$50.00	$50.00	-
♦ 1-1000 amps	$50.00	$50.00	-

Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
○ Service Release			-
♦ Extension	$50.00	$50.00	-
♦ >1000 amps	$300.00	$300.00	-
♦ 1-200 amps	$80.00	$80.00	-
♦ 201-400 amps	$100.00	$100.00	-
♦ 401-600 amps	$120.00	$120.00	-
♦ 601-1000 amps	$200.00	$200.00	-
○ Temporary Pole			-
♦ >1000 amps	$350.00	$350.00	-
♦ 1-200 amps	$50.00	$50.00	-
♦ 201-400 amps	$60.00	$60.00	-
♦ 401-600 amps	$70.00	$70.00	-
♦ 601-1000 amps	$100.00	$100.00	-
► Plan Review ($100 minimum, $5000 maximum)			-
• Complete building, build out, shell	$0.20/SF	$0.20/SF	-
• Residential Plan Review	$100.00	$100.00	-
► Returned Check Charge/ACH Charge (All Departments)			-
• Payments up to $2,000	$20.00	$20.00	-

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Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
EVENT CENTER			-
► Room Rental			-
• Art/Tokyo/London " Full Set"	$725.00	$725.00	-
• Art/Tokyo/London "Any Single"	$325.00	$325.00	-
• Art/Tokyo/London "Any Double"	$425.00	$425.00	-
• Ballroom "A"	$1,150.00	$1,150.00	-
• Ballroom "B"	$850.00	$850.00	-
• Ballroom "B" Sections "1 or 2"	$425.00	$425.00	-
• Entire Building	$6,250.00	$6,250.00	-
• Grand Ballroom	$1,500.00	$1,500.00	-
• Smyrna Room	$925.00	$925.00	-
			-

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Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
GOLF COURSE			-
► Cart Fees			-
• 18 Holes	$16.00	$16.00	-
• 9 Holes	$8.00	$8.00	-
► Executive Course Green Fee			-
• Junior	$0.00	$10.00	$10.00
• Regular	$13.00	$14.00	$1.00
• Senior	$10.00	$11.00	$1.00
► FootGolf			-
• Junior	$0.00	$5.00	$5.00
• Regular	$11.00	$11.00	-
• Senior	$8.00	$8.00	-
► Green Fee Rates (Monday-Friday)			-
• 18 Holes	$33.00	$38.00	$5.00
• 9 Holes	$17.00	$20.00	$3.00
► Green Fee Rates (Weekend and Holiday)			-
• 18 Holes	$38.00	$43.00	$5.00
• 9 Holes	$20.00	$23.00	$3.00
► Junior Green Fees (Weekend and Holiday after 2pm)			-
• 18 Holes	$0.00	$18.00	$18.00
• 9 Holes	$0.00	$10.00	$10.00
► Junior Green Fees (Monday-Friday)			-
• 18 Holes	$0.00	$18.00	$18.00
• 9 Holes	$0.00	$10.00	$10.00
► Military Rate			-
• 18 Holes Weekday	$0.00	$27.00	$27.00
• 18 Holes Weekend	$0.00	$32.00	$32.00
• 9 Holes Weekday	$0.00	$15.00	$15.00
• 9 Holes Weekend	$0.00	$16.00	$16.00
► Senior Green Fee Pass			-
• In-Town - Every Six Months	$550.00	$600.00	$50.00
• Out-of-Town - Every Six Months	$650.00	$650.00	-

Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
► Senior Green Fee Rates (Monday-Friday)			-
• 18 Holes	$19.00	$24.00	$5.00
• 9 Holes	$10.00	$13.00	$3.00
► Trail Fee (9 or 18 Holes)	$10.00	$10.00	-
► Winter / Aerification Rate (Monday-Friday)			-
• 18 Holes	$28.00	$30.00	$2.00
• 9 Holes	$15.00	$16.00	$1.00
► Winter / Aerification Rate (Senior)			-
• 18 Holes	$14.00	$16.00	$2.00
• 9 Holes	$8.00	$9.00	$1.00
► Winter / Aerification Rate (Weekend and Holiday)			-
• 18 Holes	$32.00	$35.00	$3.00
• 9 Holes	$16.00	$19.00	$3.00

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Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
JUDICIAL - GENERAL SESSIONS			-
► Costs			-
• 5 Year Guilty Expungement	$100.00	$100.00	-
• Bail Bond	$10.00	$10.00	-
• Base Cost	$60.00	$55.00	($5.00)
• Booking Fee 40-7-122		$10.00	$10.00
• Certification	$5.00	$5.00	-
• Certified Mail- Return Receipt	100%	100%	-
• Computerization Fee	$4.00	$7.00	$3.00
• Continuance	$5.00	$5.00	-
• Copies	$0.50	$0.50	-
• Court Clerk Education Fee		$1.87	$1.87
• Court Room Security	$2.00	$5.00	$3.00
• Diversion Expungement	$100.00	$100.00	-
• Driver Safety School	$85.00	$85.00	-
• Extraordinary Costs/10 parties	100%	100%	-
• Failure to Appear	$40.00	$40.00	-
• Interest	100%	100%	-
• Mail	100%	100%	-
• Mileage	100%	100%	-
• Motion	$25.00	$25.00	-
• Out of State Prisoner Transportation	100%	100%	-
• Post-Judgment	$25.00	$25.00	-
• Public Defender Admin. Fee	$2.50	$2.50	-
• Public Defender's Conference	5%	5%	-
• Request for Release from Final Forfeiture	$75.00	$75.00	-
• Restricted License Fee	$25.00	$25.00	-
• Scire Facias	$40.00	$40.00	-
• Service Fee (Misd Citation)	$25.00	$25.00	-
• Service Fee (Warrant and Criminal Summons)	$40.00	$40.00	-
• Service of Process- Attempt	$0.00	$0.00	-
• Service of Process- In Person/ Attempted Service	$40.00	$50.00	$10.00

Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
• Service of Process- Other/ Attempted Service	$10.00	$10.00	-
• Subpoena	$6.00	$10.00	$4.00
• Transport Fee	$50.00	$50.00	-
► Fines			-
• Domestic Assault (additional fine)	5%	5%	-
• Driver's License Fine	5%	5%	-
• Drug Charge Fine	30%	30%	-
• DUI Fine	5%	5%	-
• Fine	60%	60%	-
• Reckless Driving/Aggravated Reckless Driving	5%	5%	-
• Sexual Battery Fine	5%	5%	-
► Taxes/Fees			-
• Alcohol and Drug Fee - DUI, DWI, and Drug Charges	$5.00	$5.00	-
• Archive and Record Management Fee (6-54-136)		$5.00	$5.00
• Blood Alcohol Test Fee - If BAT is administered	$12.50	$12.50	-
• City Litigation Tax	$29.50	$29.50	-
• County Litigation Tax (District Attorney General Conf)		$0.63	$0.63
• County Litigation Tax (District Pub Def Conf)	$0.63	$0.63	-
• Court House Security Litgation Tax	$25.00	$25.00	-
• Criminal Injury Comp Fund - Victim Under 18 (Non-Domestic)	$1.00	$1.00	-
• Criminal Injury Compensation Fund	$1.00	$1.00	-
• Criminal Injury Compensation Fund - Assault	$1.00	$1.00	-
• District Attorney Fee - PWC and Forgery Charges ($0-$9)	$0.25	$0.25	-
• District Attorney Fee - PWC and Forgery Charges ($10-$99)	$0.50	$0.50	-
• District Attorney Fee - PWC and Forgery Charges ($100-$299)	$1.50	$1.50	-
• District Attorney Fee - PWC and Forgery Charges ($300-$499)	$2.50	$2.50	-
• District Attorney Fee - PWC and Forgery Charges ($500 & Up)	$3.75	$3.75	-
• Domestic Assult Electronic Monitoring Indigency Fund	$0.00	$0.00	-
• Drag Racing- TBI Fee	$1.25	$1.25	-
• Drug Court TreatmentAct Fee - Drug/Para Charges	$0.25	$0.25	-
• Drug Testing Fee - Drug Charges	$12.50	$12.50	-
• DUI Electronic Monitoring Indigency Fund	$0.00	$0.00	-

Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
• Fraud and Economic Fund Fee - Theft Charges	$0.25	$0.25	-
• Impaired Driver's Trust Fund - DUI and DWI Charges	$0.25	$0.25	-
• Interlock Device Fee - DUI Charges	$0.00	$0.00	-
• Jail/Courthouse Building Local Litigation Tax (67-4-601 (b)(5)		$25.00	$25.00
• Interlock Device Fee - DUI Charges (67-4-601 (b)(1)		$10.00	$10.00
• Judicial Commissioner Education	$0.04	$0.13	$0.09
• Local Litigation Tax Judge 16-15-5006		$6.00	$6.00
• Reckless Driving - Dept of Safety Fee	$1.50	$1.50	-
• State Litigation Tax	$0.59	$1.99	$1.40
• TBI Fee - DUI Charges	$0.88	$0.88	-
• TBI Narcotics Fee - Drug Charges - NOT Paraphernalia	$1.00	$1.00	-
• Traumatic Brain Injury Fund - DOS/DOR/DOC/DUI/DWI	$0.75	$0.75	-
• Veterans Treatment Court Program	$0.25	$0.25	-
• Victim Assessment Assistance Fee -NO C Misd.	$3.00	$3.00	-
• Victim Notification Fund	$0.06	$0.20	$0.14
			-

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Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
JUDICIAL - JUVENILE COURT			-
► Costs			-
• Court Costs	$79.05	$79.35	$0.30
• Court Costs- Texting While Driving	$9.05	$8.10	($0.95)
► Fee			-
• Archive and Record Management Fee		$5.00	$5.00
• Certified Copy Fee	$5.00	$5.00	-
• Certified Mail Fee	100%	100%	-
• Copy Fee	$0.50	$0.50	-
• Dismissal Fee	$80.00	$80.00	-
• Motion Fee	$25.00	$25.00	-
• Show Cause Continuance Fee	$35.00	$35.00	-
► Fines			-
• Child Restraint Fine	5%	5%	-
• Driver's License Fine	5%	5%	-
• Fine- All Other Violations Not Specified	100%	100%	-
• Insurance Fine	5%	5%	-
• Registration Fine	5%	5%	-
• Seat Belt- 1st Offense	5%	5%	-
• Seat Belt- 2nd Offense	5%	5%	-
► Taxes/Guilty			-
• Head Injury Fund	$0.25	$0.25	-
• Parking Litigation Tax	$0.02	$0.02	-
• State Litigation Tax	$0.28	$0.28	-
• Town Litigation Tax	$13.75	$13.75	-
► Traffic School			-
• Smyrna Traffic School	$85.00	$85.00	-
			-

Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
JUDICIAL - MUNICIPAL COURTS			-
► Commercial Costs			-
• $160.00 Guilty Court Cost	$159.05	$159.05	-
• $80.00 Court Costs- All Other Violations	$79.05	$79.05	-
► Commercial Fees			-
• Continuance Fee *	$35.00	$35.00	-
• Diversion Fee *	$80.00	$80.00	-
• E Ticket Fee **			-
• Late Penalty *	$35.00	$35.00	-
• Traffic Certified Mail	$6.80	$6.80	-
• Traffic Motion Fee *	$25.00	$25.00	-
► Commercial Fines			-
• $25.00 Fine Specified Commercial Violations	$25.00	$25.00	-
• $50.00 Fine Specified Commercial Violations	$50.00	$50.00	-
• $100.00 Fine Specified Commercial Violations	$50.00	$50.00	-
• $125.00 Fine Specified Commercial Violations	$50.00	$50.00	-
• $150.00 Fine Specified Commercial Violations	$50.00	$50.00	-
• $350.00 Fine Specified Commercial Violations	$50.00	$50.00	-
• $500.00 Fine Specified Commercial Violations	$50.00	$50.00	-
► Commercial Taxes/Guilty			-
• Cash Bond Forfeiture	$0.69	$0.69	-
• Traffic City Litigation Tax	$13.75	$13.75	-
• Traffic Litigation Tax	$0.28	$0.28	-
► Traffic Costs			-
• $10.00 Court Cost- Texting While Driving	$9.05	$8.10	($0.95)
• $125.00 Court Cost	$124.05	$123.10	($0.95)
• $160.00 Guilty Court Cost	$159.05	$158.10	($0.95)
• $80.00 Court Cost- All Other Violations	$79.05	$79.35	$0.30

Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
► Traffic Fees			-
• Archive and Record Management Fee		$5.00	$5.00
• Certified Copy Fee	$5.00	$5.00	-
• Continuance Fee	$35.00	$35.00	-
• Copy	$0.50	$0.50	-
• Diversion Fee	$80.00	$80.00	-
• Diversion Fee for Corrected Light Violations	$30.00	$30.00	-
• E Ticket Fee			-
• Late Penalty	$35.00	$35.00	-
• Out of Town TR School Diversion Fee	$80.00	$80.00	-
• Restricted Driver's License Fee	$25.00	$25.00	-
• Traffic Certified Mail	100%	100%	-
• Traffic Motion Fee	$25.00	$25.00	-
► Traffic Fines			-
• $10.00 Fine- Parking Violations	$10.00	$10.00	-
• $20.00 Fine- Improper Lane Usage 2nd Offense	$20.00	$20.00	-
• $35.00 Fine- Window Tint Violations	$35.00	$35.00	-
• $40.00 Fine- One Way Street	$40.00	$40.00	-
• $50.00 Fine- All Other Non-Moving Violations Not Specified	$50.00	$50.00	-
• $50.00 Fine- All Other Moving Violations Not Specified	$50.00	$50.00	-
• Child Restraint Fine	$2.50	$2.50	-
• Driver's License Fine	$1.50	$1.50	-
• Improper Display of Tag 1st Offense	$0.50	$0.50	-
• Improper Display of Tag 2nd Offense or More	$1.00	$1.00	-
• Insurance Fine	$1.50	$1.50	-
• Registration Fine	$1.50	$1.50	-
• Seat Belt 1st Offense	$6.25	$6.25	-
• Seat Belt 2nd Offense	$7.50	$7.50	-
► Traffic School			-
• Out of Town Traffic School Tuition	$95.00	$95.00	-
• Traffic School Tuition	$85.00	$85.00	-

Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
► Traffic Taxes/Guilty			-
• Cash Bond Forfeiture	$0.69	$0.69	-
• Head Injury Tax- Guilty Speeding Violations	$0.25	$0.25	-
• Parking Litigation Tax	$0.02	$0.02	-
• Traffic City Litigation Tax	$13.75	$13.75	-
• Traffic Litigation Tax	$0.28	$0.28	-
			-

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Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
PARKS DEPARTMENT			-
► Credit Card Convenience Fee (credit card transactions only)	3% of Sales Amount	3% of Sales Amount	-
► Park Buildings			-
• Half Day Building Rental Fee Resident Discount	$125.00	$150.00	$25.00
• Half Day Building Rental Fee Non - Residents	$150.00	$200.00	$50.00
• Whole Day Building Rental Fee Resident Discount	$200.00	$225.00	$25.00
• Whole Day Building Rental Fee Non - Residents	$250.00	$300.00	$50.00
• Cleaning Deposit	$200.00	$200.00	-
• Processing Fee if Cancelled with 72 Hours Notice	$20.00	$20.00	-
► Park Shelters & Facilities			-
• Half Day Rental Fee Resident Discount	$40.00	$40.00	-
• Half Day Rental Fee Non - Residents	$50.00	$60.00	$10.00
• Whole Day Rental Fee Resident Discount	$60.00	$60.00	-
• Whole Day Rental Fee Non - Residents	$70.00	$70.00	-
• Rental for Local Homeschool Groups (per child)	$2.00	$2.00	-
• Non-Local School Groups (per child)	$2.00	$2.00	-
> Special Events			-
• Special Events Rental Fee	$350.00	$350.00	-
• Special Events Cleaning Deposit	$350.00	$350.00	-
> Corp Shelter Rental Fee			-
• 100-299 ppl, Shelters @ Sharp Springs or Rotary Soccer Park (6 hours) (Hilltop up to 150 ppl)	$200.00	$200.00	- -
• 100-299 ppl, Shelters @ Sharp Springs or Rotary Soccer Park (All Day) (Hilltop up to 150 ppl)	$300.00	$300.00	- -
◘ *Cleaning Deposit*	$300.00	$300.00	-
• 300-499 ppl, Shelters (6 hours)	$300.00	$300.00	-
• 300-499 ppl, Shelters (All Day)	$600.00	$600.00	-

Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
◘ *Cleaning Deposit*	$300.00	$300.00	-
• 500-1,000 ppl, Shelters (6 hours)	$600.00	$600.00	-
• 500-1,000 ppl, Shelters (All Day)	$1,000.00	$1,000.00	-
◘ *Cleaning Deposit*	$300.00	$300.00	-
• 51-99 LVRP Shelter 1 & 4 /Sharp Springs/Rotary Soccer/Hilltop (All Day)	$150.00	$150.00	-
• 51-99 LVRP Shelter 1 or 4/Sharp Springs/Rotary Soccer/Hilltop (6 Hours)	$100.00	$100.00	-
◘ *Cleaning Deposit*	$100.00	$100.00	-
> Sharp Springs Fire Pit	$30.00	$30.00	-
► Park Fields & Courts			-
• Cedar Strone Turf Field (2 hour rental increment)	$100.00	$100.00	-
• Elementary Fields (2 hour rental increment)	$50.00	$50.00	-
• Lee Victory Football Field (2 hour rental increment)	$50.00	$100.00	$50.00
• Practice Fields (2 hour rental increment)	$50.00	$50.00	-
• Rotary Soccer Field (2 hour rental increment)	$50.00	$100.00	$50.00
• RSP Soccer Multi-Purpose Field (2 hour rental increment)	$50.00	$50.00	-
• Sharp Springs (2 hour rental increment)	$50.00	$50.00	-
• Todd Lane Field 3 (2 hour rental increment)	$50.00	$75.00	$25.00
• Tennis Courts (2 hour rental increment)	$50.00	$50.00	-
• Field Rental Cancellation	$20.00	$20.00	-
► Field Lining			-
> Lining the Field			-
• Baseball/Softball Field	$30.00	$30.00	-
• Football Fields	$300.00	$300.00	-
• Soccer Fields	$200.00	$200.00	-
> Re-lining the Field			-
• Baseball/Softball Field	$20.00	$20.00	-
• Football Field	$175.00	$175.00	-
• Soccer Field	$100.00	$100.00	-

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Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
► Tournament Fees			-
> Ball Tournaments			-
• Deposit (Per Day, Per Facility - not refundable of cancellation is within 14 days)	$300.00	$300.00	-
• Cedar Stone Park Rental	$400.00	$400.00	-
• Field Fee (per field, per day)	$200.00	$200.00	-
• Team Fee (per team)	$10.00	$10.00	-
• Cleaning Fee (Per Facility, Per Day - refundable if cleaned each day)	$200.00	$200.00	-
> Paint Ball Tournaments			-
• Field Fee (per field, per day)	$750.00	$750.00	-
• Team Fee (per team)	$10.00	$10.00	-
• Cleaning Fee (Per Facility, Per Day - refundable if cleaned each day)	$300.00	$300.00	-
► Misc. Events			-
> Vendor Booth Fees			-
• Booth Rental	$75.00	$75.00	-
• Halloween in the Park Booth Rental	$35.00	$35.00	-
> Cross Country Race Fees			-
• less than 499 runners	$250.00	$250.00	-
• less than 499 runners - Cleaning & Damage Deposit	$250.00	$250.00	-
• 500-999 runners	$500.00	$500.00	-
• 500-999 runners - Cleaning & Damage Deposit	$500.00	$500.00	-
• less than 499 runners	$1,000.00	$1,000.00	-
• less than 499 runners - Cleaning & Damage Deposit	$1,000.00	$1,000.00	-
► Outdoor Adventure Center			-
> SOAC Daily Admission			-
• Adults - Full Admission (ages 13-54)	$7.00	$7.00	-
• Adults - No Climbing (ages 13-54)	$4.00	$4.00	-
• Children - Full Admission (ages 3-12)	$5.00	$5.00	-
• Children - No Climbing (ages 3-12)	$3.00	$3.00	-
• Children (ages 2 and under)	FREE	FREE	-
• Seniors - Full Admission (ages 55 and up)	$4.00	$4.00	-
• Seniors - No Climbing (ages 55 and up)	$3.00	$3.00	-

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Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
> Group Admission			-
• Full Admission	$4.00	$4.00	-
• No Climbing	$3.00	$3.00	-
> Memberships			-
• Single (1 person)	$100.00	$125.00	$25.00
• Single All Inclusive	$150.00	$175.00	$25.00
• Double (2 people)	$125.00	$150.00	$25.00
• Douible All Inclusive	$175.00	$200.00	$25.00
• Family (up to 6 people)	$200.00	$225.00	$25.00
• Family All Inclusive	$250.00	$275.00	$25.00
> Summer Camps (5 days - 4 hrs per day)			-
• Member Fee (limited slots per week)	$75.00	$125.00	$50.00
• Non-Member Fee (limited slots per week)	$100.00	$150.00	$50.00
• Scheduled Progams (only per day)	$15.00	$15.00	-
> Summer Camps (5 days - 8 hrs per day)			-
• Member Fee (limited slots per week)	$125.00	$175.00	$50.00
• After Camp Care	$25.00	$25.00	-
• Non-Member Fee (limited slots per week)	$150.00	$200.00	$50.00
• Scheduled Progams for Members (only per day)	$25.00	$35.00	$10.00
• Scheduled Progams for Non-Members (only per day)		$50.00	$50.00
> SOAC Field Trips			-
• Climbing Only (per child)	$4.00	$5.00	$1.00
• Climbing and Education (per child)	$5.00	$7.00	$2.00
> SOAC Mobile Adventures			-
• Off site Education Visits	$50.00	$50.00	-
• Travel Fee Outside Rutherford County (flat fee)	$20.00	$30.00	$10.00
> Facility Rentals			-
• Party Rooms - both rooms for 2hrs	$100.00	$100.00	-
• Single Party Room - 2hrs	$50.00	$50.00	-
• Party Rooms w climbing - both rooms for 2 hrs (30 wristbands included)	$125.00	$125.00	-
• Party Rooms w pool - both rooms for 2 hrs (30 wristbands included)	$125.00	$125.00	-
• Party Rooms w pool and climbing - both rooms for 2 hrs (30 wristbands included)	$250.00	$250.00	-

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	2025 - 2026	2026 - 2027	CHANGES
• Party Rental Program Add-on	$50.00	$50.00	-
• Party Room Cleaning Fee	$25.00	$25.00	-
• Entire SOAC - 2 hrs		$450.00	$450.00
• Entire SOAC - 4 hrs	$600.00	$600.00	-
• Additional hour for Entire SOAC (per hour)	$150.00	$150.00	-
• Lock In (6pm - 8am)	$2,000.00	$2,000.00	-
• Adventure Zone room #1 (2hr rental)	$150.00	$150.00	-
• Adventure Zone room #2 (2hr rental)	$100.00	$100.00	-
• Adventure Zone room #1 and #2 (2hr rental)	$250.00	$250.00	-
• Lecture Hall (2 Hours)	$100.00	$100.00	-
• Processing Fee if Cancelled with 72 Hours Notice	$20.00	$20.00	-
> Scout Badge Workshops			-
• 2 Hour Fee (per person)	$4.00	$4.00	-
• 4 Hour Fee (per person)	$5.00	$5.00	-
• 6 Hour Fee (per person)	$6.00	$6.00	-
• 8 Hour Fee (per person)	$7.00	$7.00	-
> Watercraft Equipment Rental			-
• Security Deposit	$100.00	$100.00	-
• Canoe (day rental)	$45.00	$45.00	-
• Canoe (week rental)	$225.00	$225.00	-
• Canoe (wekend rental)	$75.00	$75.00	-
• Single Kayak (day rental)	$35.00	$35.00	-
• Single Kayak (week rental)	$150.00	$150.00	-
• Single Kayak (weekend rental)	$60.00	$60.00	-
• Tandem or Fishing Kayak (day rental)	$45.00	$45.00	-
• Tandem or Fishing Kayak (week rental)	$225.00	$225.00	-
• Tandem or Fishing Kayak (weekend rental)	$75.00	$75.00	-
• Paddle Board (day rental)	$45.00	$45.00	-
• Paddle Board (week rental)	$225.00	$225.00	-
• Paddle Board (weekend rental)	$75.00	$75.00	-

Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
► Splashtown Pool & Splash Pad			-
> Pool Daily Admission			-
• Adults (ages 13-54)	$7.00	$7.00	-
• Children (ages 1-12)	$5.00	$5.00	-
• Children (ages 1 and under)	FREE	FREE	-
• Seniors (ages 55 and up)	$5.00	$5.00	-
> Pool Passes			-
• Single (1 person)	$100.00	$125.00	$25.00
• Double (2 people)	$125.00	$150.00	$25.00
• Family (up to 6 people)	$200.00	$225.00	$25.00
> Pool Facility Rentals			-
• Locker and/or Equipment Rental	$2.00	$2.00	-
• Funbrella (daytime rental - 2 hrs with 20 wristbands)	$125.00	$125.00	-
• Private Rental Smyrna Resident Fee (after hours - 2hrs with 150 people)	$400.00	$400.00	-
• Private Rental Non-Resident Fee (after hours - 2hrs with 150 people)	$450.00	$450.00	-
• Semi-Private Rental Smyrna Resident Fee (after hours - 2hrs with 75 people)	$250.00	$250.00	-
• Semi-Private Rental Non-Resident Fee (after hours - 2hrs with 75 people)	$300.00	$300.00	-
• Processing Fee if Cancelled with 72 Hours Notice	$20.00	$20.00	-
> Splash Pad Group Rental Fees			-
• Morning Slot (2 hours)	$100.00	$100.00	-
• Evening Slot (2 hours)	$150.00	$150.00	-
			-

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Town of Smyrna Fee Schedule
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	2025 - 2026	2026 - 2027	CHANGES
PLANNING DEPARTMENT			-
► Annexation/Rezoning Request			-
• Annexation Request	$500.00	$500.00	-
• Application Fee for Annexation of Rezoning of non-PUD districts	$500.00	$500.00	-
• Application Fee for Annexation of Rezoning of PUD districts (initial or amended)	$800.00	$800.00	-
► Boards of Zoning Appeals			-
• Appeal/Spec Exceptions	$300.00	$300.00	-
• Variance	$300.00	$300.00	-
► Food Truck Rally Permit	$300.00	$300.00	-
► Impact Fees			-
• Parks			-
◘ *Mobile Home/RV Park (Unit: Pad Site)*			-
○ Assessed Fee	$1,468.00	$1,468.00	-
○ Maximum Fee Per Unit	$1,468.00	$1,468.00	-
◘ *Multi-Family (Unit: Dwelling)*			-
○ Assessed Fee	$1,070.00	$1,070.00	-
○ Maximum Fee Per Unit	$1,070.00	$1,070.00	-
◘ *Single-Family Detached (Unit: Dwelling)*			-
○ Assessed Fee	$1,406.00	$1,406.00	-
○ Maximum Fee Per Unit	$1,406.00	$1,406.00	-
• Public Safety			-
◘ *Industrial (Unit: 1,000 Sq Ft)*			-
○ Assessed Fee	$679.00	$679.00	-
○ Maximum Fee Per Unit	$679.00	$679.00	-
◘ *Mobile Home/RV Park (Unit: Pad Site)*			-
○ Assessed Fee	$979.00	$979.00	-
○ Maximum Fee Per Unit	$979.00	$979.00	-
◘ *Multi-Family (Unit: Dwelling)*			-
○ Assessed Fee	$653.00	$653.00	-
○ Maximum Fee Per Unit	$653.00	$653.00	-

Town of Smyrna Fee Schedule
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	2025 - 2026	2026 - 2027	CHANGES
◘ *Office (Unit: 1,000 Sq Ft)*			-
○ Assessed Fee	$986.00	$986.00	-
○ Maximum Fee Per Unit	$986.00	$986.00	-
◘ *Public/Institutional (Unit: 1,000 Sq Ft)*			-
○ Assessed Fee	$506.00	$506.00	-
○ Maximum Fee Per Unit	$506.00	$506.00	-
◘ *Retail/Commercial/Public (Unit: 1,000 Sq Ft)*			-
○ Assessed Fee	$1,685.00	$1,685.00	-
○ Maximum Fee Per Unit	$1,685.00	$1,685.00	-
◘ *Single-Family Detached (Unit: Dwelling)*			-
○ Assessed Fee	$899.00	$899.00	-
○ Maximum Fee Per Unit	$899.00	$899.00	-
◘ *Warehouse (Unit: 1,000 Sq Ft)*			-
○ Assessed Fee	$167.00	$167.00	-
○ Maximum Fee Per Unit	$167.00	$167.00	-
• Roads			-
◘ *Industrial (Unit: 1,000 Sq Ft)*			-
○ Industrial Park			-
♦ Assessed Fee	$3,397.00	$3,397.00	-
♦ Maximum Fee Per Unit	$3,397.00	$3,397.00	-
○ Mini-Warehouse			-
♦ Assessed Fee	$713.00	$713.00	-
♦ Maximum Fee Per Unit	$713.00	$713.00	-
○ Warehousing			-
♦ Assessed Fee	$839.00	$839.00	-
♦ Maximum Fee Per Unit	$839.00	$839.00	-
◘ *Mobile Home/RV Park (Unit: Pad Site)*			-
○ Assessed Fee	$1,216.00	$1,216.00	-
○ Maximum Fee Per Unit	$1,216.00	$1,216.00	-
◘ *Multi-Family (Unit: Dwelling)*			-
○ Assessed Fee	$1,636.00	$1,636.00	-
○ Maximum Fee Per Unit	$1,636.00	$1,636.00	-

Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
◘ *Office (Unit: 1,000 Sq Ft)*			-
○ Assessed Fee	$5,746.00	$5,746.00	-
○ Maximum Fee Per Unit	$5,746.00	$5,746.00	-
◘ *Public/Institutional (Unit: 1,000 Sq Ft)*			-
○ Assessed Fee	$1,300.00	$1,300.00	-
○ Maximum Fee Per Unit	$1,300.00	$1,300.00	-
◘ *Retail/Commercial (Unit: 1,000 Sq Ft)*			-
○ Assessed Fee	$4,194.00	$4,194.00	-
○ Maximum Fee Per Unit	$4,194.00	$4,194.00	-
◘ *Single Family Detached (Unit: Dwelling)*			-
○ Assessed Fee	$3,481.00	$3,481.00	-
○ Maximum Fee Per Unit	$3,481.00	$3,481.00	-
► Mobile Food Vendor Annual Permit	$200.00	$200.00	-
• Daily Permit	$50.00	$50.00	-
► Plan/Plat Review Fees			-
• Concept Plan	$150.00	$150.00	-
• Final Plat	$200 + $50/Lot	$200 + $50/Lot	-
• Preliminary Plat Subdivision	$400 + $75/Lot	$400 + $75/Lot	-
• Site Plan	$500.00	$500.00	-
• Site Plan Renewal/Extension	$250.00	$250.00	-
• Sketch Plat	$150.00	$150.00	-
► Planning and Code Documents for Purchase			-
• Sign Ordinance Book	$15.00	$15.00	-
• Subdivision Regulation Book	$30.00	$30.00	-
• TOS Zoning Map	$30.00	$30.00	-
• Zoning Ordinance Book	$30.00	$30.00	-
			-

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Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
POLICE DEPARTMENT			-
► Adult-Oriented Establishments			-
• Late Penalty for License Renewal Fee	10% of Fee	10% of Fee	-
• Non-refundable License Fee	$250.00	$250.00	-
• Non-refundable License Renewal Fee	$250.00	$250.00	-
• Non-refundable Permit Fee	$100.00	$100.00	-
► Background Check	$7.00	$7.00	-
► Citizens Police Academy Class	-	-	-
► Copies of 911 Tapes	$25.00	$25.00	-
► Copies of Pictures (Bail Bondsmen after Original Date of Arrest)	$4.00	$4.00	-
► False Emergency Alarms Fee (Per False Alarm after 3 in a Calendar Year)	$50.00	$50.00	-
► Fingerprinting (Non-arrestees)	$10.00	$10.00	-
► Rape Aggression Defense Class	$0.00	$0.00	-
► Reports (Accident, Office, Etc.)	$0.15 per Page	$0.15 per Page	-
► Youth Academy	$35.00	$35.00	-
			-
PROBATION			-
► 4 Hour Theft Course	$40.00	$40.00	-
► 8 Hour Anger Management Course	$80.00	$80.00	-
► Daily Alcohol Monitoring Fee	$10.00	$0.00	($10.00)
► Diversion/Retirement Supervision Fee	$35.00	$35.00	-
► Drug and Alcohol Assessment	$25.00	$25.00	-
► GCMS Confirmation	$25.00	$45.00	$20.00
► Saliva Drug Screen Fee	$30.00	$30.00	-
► Standard Supervision Fee	$45.00	$45.00	-
► Urine Drug Screen Fee	$25.00	$25.00	-
► Instant Alcohol Screens	$0.00	$20.00	$20.00
► No Show Cancellation Fee	$10.00	$10.00	-
			-

Town of Smyrna Fee Schedule
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	2025 - 2026	2026 - 2027	CHANGES
PUBLIC WORKS DEPARTMENT			-
► Grading/Excavation Permit			-
• Application Fee	$0.00	$0.00	-
• Engineering Review Fees	Based on Costs Incurred	Based on Costs Incurred	-
► Jet Wash Truck Services (Minimum 1 Hour)	$200 per Hour	$200 per Hour	-
► Road Inspection			-
• Initial Fee	-	-	-
• Re-Inspection Fee	$100.00	$100.00	-
► Small Cell Placement	$200 Fee + $100/Site	$200 Fee + $100/Site	-
► Storm Water	Amount based on ERUs	Amount based on ERUs	-
• Appeal Review Fee	$50.00	$50.00	-
• Credit and Adjustment Application Fee			-
◘ *Adjustment Application Fee*	-	-	-
◘ *All Other Property Application Fees*			-
○ Containing < 40,000 <= 100,000 Sq Ft Impervious Surface	$250.00	$250.00	-
○ Containing = 20,000 Sq Ft Impervious Surface	$50.00	$50.00	-
○ Containing > 20,000 <= 40,000 Sq Ft Impervious Surface	$150.00	$150.00	-
○ Containing 100,000+ Sq Ft Impervious Surface	$500.00	$500.00	-
◘ *Application fees for a property which received a credit,*			-
but subsequently became non-compliant for failure to maintain,			-
shall be doubled upon reapplication for the credit.			-
◘ *Small Homes Credit*	$0.00	$0.00	-
◘ *Water Education Credit*	$0.00	$0.00	-
• Equivalent Residential Unit (ERU)	3,543 Square Feet	3,543 Square Feet	-
• ERU Base Rate	$3.47 Per ERU	$3.47 Per ERU	-
• Grading/Excavation Permit	$150.00	$150.00	-
• Late Payment Fee	10% of Bill	10% of Bill	-
• Storm Water Fee	$200.00 + $100 per Acre	$200.00 + $100 per Acre	-

Town of Smyrna Fee Schedule
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	2025 - 2026	2026 - 2027	CHANGES
• Storm Water User Fee			-
◘ *Agricultural Property User Fee*			-
○ <= 3,543 Sq Ft Impervious Surface	$3.47 Flat Rate	$3.47 Flat Rate	-
○ > 3,543 Sq Ft Impervious Surface	$3.47 x # of ERU's	$3.47 x # of ERU's	-
◘ *Exempt Property User Fee*			-
◘ *Other Developed Property User Fee*	$3.47 x # of ERU'S	$3.47 x # of ERU'S	-
◘ *Single Family Residential User Fee*			-
○ <= 10,000 Sq Ft Impervious Surface	$3.47 Flat Rate	$3.47 Flat Rate	-
○ > 10,000 Sq Ft Impervious Surface	$3.47 x # of ERU's	$3.47 x # of ERU's	-
◘ *Vacant/Undeveloped Property User Fee*			-
○ < 1,800 Sq Ft Impervious Surface	-	-	-
○ > 1,800 Sq Ft Impervious Surface	$3.47 Min or	$3.47 Min or	-
	$3.47 x # of ERU's	$3.47 x # of ERU's	-
► Video Inspection Fee	$1.50 per Linear Foot	$1.50 per Linear Foot	-
			-
TREASURY DEPARTMENT			-
► Bad Debt Collection	23.50%	23.50%	-
► Beer Permit			-
• Annual Privilege Tax	$100.00	$100.00	-
• Application Fee	$250.00	$250.00	-
• Special Event Non Profit	$50.00	$50.00	-
• Special Event Retail	$100.00	$100.00	-
► Business License (Based on Type of Business)	Minimum $15.00	Minimum $15.00	-
► Cable TV Franchise Application Fee	$10,000.00	$10,000.00	-
► Credit Card			-
• Credit	Greater of: 2.5% or $1.50	Greater of: 2.5% or $1.50	-
• Debit	$1.50	$1.50	-
► Demonstration Permit Application	$200.00	$200.00	-
► Flea Market Booth Fee Per Day	$1.00	$1.00	-
► Hotel/Motel Tax	$2.50	$2.50	-
► Junkyard Control Application and Annual Renewal	$50.00	$50.00	-
► Legal/Collection Fee	$25.00	$25.00	-

Town of Smyrna Fee Schedule
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	2025 - 2026	2026 - 2027	CHANGES
► Liquor Privilege Tax			-
• Caterers	$625.00	$625.00	-
• Commercial Passenger Boat Company	$750.00	$750.00	-
• Community Theater	$300.00	$300.00	-
• Convention Center	$500.00	$500.00	-
• Historic Interpretive Center	$300.00	$300.00	-
• Historic Mansion House Site	$300.00	$300.00	-
• Historic Performing Arts Center	$300.00	$300.00	-
• Hotel and Motel			-
◘ Seats 0-99 Rooms	$1,000.00	$1,000.00	-
◘ Seats 100-399 Rooms	$1,250.00	$1,250.00	-
◘ Seats 400 Rooms and Over	$1,500.00	$1,500.00	-
• Museum	$300.00	$300.00	-
• Premiere Type Tourist Resort	$2,000.00	$2,000.00	-
• Private Club	$500.00	$500.00	-
• Restaurant According to Seating Capacity (Liquor and Wine)			-
◘ *Seats 126-175*	$925.00	$925.00	-
◘ *Seats 176-225*	$975.00	$975.00	-
◘ *Seats 226-275*	$1,100.00	$1,100.00	-
◘ *Seats 276 and Over*	$1,200.00	$1,200.00	-
◘ *Seats 40-74*	$650.00	$650.00	-
◘ *Seats 75-125*	$750.00	$750.00	-
• Restaurant According to Seating Capacity (Wine Only)			-
◘ *Seats 126-175*	$300.00	$300.00	-
◘ *Seats 176-225*	$310.00	$310.00	-
◘ *Seats 226-275*	$330.00	$330.00	-
◘ *Seats 276 and Over*	$350.00	$350.00	-
◘ *Seats 40-125*	$270.00	$270.00	-
• Urban Park Center	$500.00	$500.00	-
• Zoological Institution	$300.00	$300.00	-

Town of Smyrna Fee Schedule
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	2025 - 2026	2026 - 2027	CHANGES
► Mapleview Cemetery			-
• Citizens Rate ($950 goes to Perpetual Fund)	$1,250.00	$1,250.00	-
• Out of Town Rate ($1,495 goes to Perpetual Fund)	$1,795.00	$1,795.00	-
► Massagist Annual Permit	$75.00	$75.00	-
► Municipal Inspection Fee	As Per State Law	As Per State Law	-
► Package Liquor Application/Investigation Fee	$750.00	$750.00	-
► Property Tax per $100 of Assessed Valuation	$0.5257	$0.5257	-
► Property Tax Penalty & Interest (on initial billing only, per month)	1% interest + 0.5% penalty	1% interest + 0.5% penalty	-
► Grass Lien Penalty & Interest (on initial billing only, per month	1% interest + 0.5% penalty	1% interest + 0.5% penalty	-
► Smyrna Business License Print	$0.15 per Sheet	$0.15 per Sheet	-
► Solicitors/Peddlers Permit	$50.00	$50.00	-
► Special Event			-
• Athletic, Block Parties, Fairs	No Fee	No Fee	-
• Parade Application	$100.00	$100.00	-
• Protests/Rallies on town Property	$200.00	$200.00	-
► Street Map (Color)	$3.00	$3.00	-
► Taxicab Franchise			-
• Annual Driver Renewal Fee	$10.00	$10.00	-
• Driver Application Fee	$25.00	$25.00	-
• Franchise Application Fee	$100.00	$100.00	-
• Franchise Renewal Fee per Taxicab	$50.00	$50.00	-
► Transient Vendors License (14 Day Permit)			-
• Application Fee	$50.00	$50.00	-
• Clerk's Fee	$5.00	$5.00	-
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Town of Smyrna Fee Schedule
for
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	2025 - 2026	2026 - 2027	CHANGES
UTILITIES - NATURAL GAS			-
► After Hours Fee (Per Trip) / Same Day Service Request	$45.00	$45.00	-
► Bad Debt Collection	23.50%	23.50%	-
► Collection Fee	$10.00	$10.00	-
► Commercial Credits to Tap Fee for New Construction			-
• Clothes Dryer	$50.00	$50.00	-
• CNG Compressor	$100.00	$100.00	-
• Furnace - Central	$100.00	$100.00	-
• Gas Air Conditioner	$100.00	$100.00	-
• Gas Emergency Electric Generator	$100.00	$100.00	-
• Gas Grill/Outdoor Kitchen/Fire Pit	$50.00	$50.00	-
• Gas Humidifier/Dehumidifier	$100.00	$100.00	-
• Gas Incinerator or Incinerating Toilet	$100.00	$100.00	-
• Gas Light/Tiki Torch	$50.00	$50.00	-
• Gas Log Fireplace	$50.00	$50.00	-
• Gas Space Heater	$50.00	$50.00	-
• Gas Stub Out (Valved)	$25.00	$25.00	-
• Pool/Spa Heater	$100.00	$100.00	-
• Porch/Outdoor Radiant Heater	$50.00	$50.00	-
• Stove Top/Oven/Range	$50.00	$50.00	-
• Tankless Water Heater	$250.00	$250.00	-
• Water Heating	$150.00	$150.00	-
► Deposit for Service			-
• Commercial/Industrial	Amt of Largest Historical Bill	Amt of Largest Historical Bill	-
• Non-Owner Residential	$75.00	$75.00	-
• Owner Residential/Non-Payment Reconnect	Amount of Balance Due	Amount of Balance Due	-
► Hang Tag Fee	$25.00	$25.00	-
► Non-payment Disconnect Fee	$45.00	$45.00	-
► Pilot Lighting or Relighting (after business hours)	$45.00	$45.00	-
► Pilot Lighting or Relighting (during business hours)	$20.00	$20.00	-

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

DRAFT

	2025 - 2026	2026 - 2027	CHANGES
► Residential Rebates for New Construction			-
• Clothes Dryer	$50.00	$50.00	-
• CNG Compressor	$100.00	$100.00	-
• Furnace - Central	$100.00	$100.00	-
• Gas Air Conditioner	$100.00	$100.00	-
• Gas Emergency Electric Generator	$100.00	$100.00	-
• Gas Grill/Outdoor Kitchen/Fire Pit	$50.00	$50.00	-
• Gas Humidifier/Dehumidifier	$100.00	$100.00	-
• Gas Incinerator or Incinerating Toilet	$100.00	$100.00	-
• Gas Light/Tiki Torch	$50.00	$50.00	-
• Gas Log Fireplace	$50.00	$50.00	-
• Gas Space Heater	$50.00	$50.00	-
• Gas Stub Out (Valved)	$25.00	$25.00	-
• Pool/Spa Heater	$100.00	$100.00	-
• Porch/Outdoor Radiant Heater	$50.00	$50.00	-
• Stove Top/Oven/Range	$50.00	$50.00	-
• Tankless Water Heater	$250.00	$250.00	-
• Water Heater	$150.00	$150.00	-
► Service Fee (For Change in Service)			-
• Commercial	$75.00	$75.00	-
• Residential	$50.00	$50.00	-
► Tampering Fee (plus cost)	$250.00	$250.00	-
► Tap Fee			-
• Commercial/Industrial	At Cost	At Cost	-
• Residential	$400.00	$400.00	-
► Usage Charge/Rates			-
• All Users (Base + Usage)			-
◘ *Base Minimum Rate - Commercial*	$35.00	$35.00	-
◘ *Base Minimum Rate - Large*		$70.00	$70.00
◘ *Base Minimum Rate - Residential*	$6.00	$7.50	$1.50
◘ *Usage Rate*	Cost + $2.35 per MCF	Cost + $2.50 per MCF	$0.15 per MCF
• Nissan*	By Contract	By Contract	-

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

DRAFT

	2025 - 2026	2026 - 2027	CHANGES
UTILITIES - WASTEWATER			-
► Bad Debt Collection	23.50%	23.50%	-
► Capacity Fee (Tap Charge)			-
• Residential Unit in Town of Smyrna	$2,000.00	$2,000.00	-
• Residential Unit out of Town of Smyrna	$2,700.00	$2,700.00	-
► Cross-connection re-test fee	$60.00	$60.00	-
► Industrial User Permit Limit Violation			-
• Violation from 151% - 200%	$100.00 - $6,000.00	$100.00 - $6,000.00	-
• Violation from 201% or greater	$100.00 - $10,000.00	$100.00 - $10,000.00	-
• Violation up to 150% of limit	$100.00 - $4,000.00	$100.00 - $4,000.00	-
► Industrial User Surcharge			-
• < 300 MG/Liter of BOD5 (Per LB)	-	-	-
• 1100+ MG/Liter (Per LB)	$1.29	$1.29	-
• 300 MG/Liter - 1100 MG/Liter (Per LB)	$0.78	$0.78	-
► Inspection Fee	$25.00	$25.00	-
► Jet Wash Truck Services (Per Hour) (Minimum 1 Hour)	$200.00	$200.00	-
► Permit	$75.00	$75.00	-
► Pretreatment Charges	Based on Pretreatment Cost	Based on Pretreatment Cost	-
► Sanitary Sewer Spec Book	$30.00	$30.00	-
► Sanitary Sewer Specs CD	$35.00	$35.00	-
► Show Cause Hearing Transcript (Per Page)	$1.00	$1.00	-
► Special Assessment Districts (For Each 2,000 Linear Ft under Project 776)			-
• Harts Branch			-
◘ *Base Zone Fee*	$2,000.00	$2,000.00	-
◘ *Unit Sewer Tape Fee*	$100.00	$100.00	-
• Old Nashville Hwy. Basin (Plus Base Zone Fee)	$1,000.00	$1,000.00	-
• Olive Branch Basin (Plus Base Zone Fee)	$2,900.00	$2,900.00	-
• Stewarts Creek Drainage Basin			-
◘ *Zone A - North of I-24 (Plus Base Zone Fee)*	$1,600.00	$1,600.00	-
◘ *Zone B - South of I-24 (Plus Base Zone Fee)*	$2,400.00	$2,400.00	-
► Step System:	To Be Determined	To Be Determined	-

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

	2025 - 2026	2026 - 2027	CHANGES
► Usage Charge/Rates			-
• Inside Town Limits			-
◘ *For First 2,000 Gallons*	$21.62	$22.05	$0.43
◘ *Per 1,000 Gallons Over 2,000 Gallons*	$5.78	$5.89	$0.11
• Nissan*	By Contract	By Contract	-
• Outside Town Limits			-
◘ *For First 2,000 Gallons*	$32.26	$32.91	$0.65
◘ *Per 1,000 Gallons Over 2,000 Gallons*	$7.70	$7.86	$0.16
• Pre Certificate of Occupancy Rate (Per 1,000 Gallons)	$5.78	$5.89	$0.11
• Repurified		.	-
◘ *Minimum Charge*	$21.99	$22.43	$0.44
◘ *Per 1,000 Gallons (April - October)*	$3.24	$3.30	$0.06
◘ *Per 1,000 Gallons (November - March)*	$1.76	$1.79	$0.03
► Video Inspection Fee (Per Linear Foot)	$1.50	$1.50	-
► WWT Plant Disposal Fee			-
• Per Load for 0 - 2,000 Gallons	$150.00	$150.00	-
• Per Load for 2,001+ Gallons	$300.00	$300.00	-
			-

DRAFT

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

DRAFT

	2025 - 2026	2026 - 2027	CHANGES
UTILITIES - WATER			-
► After Hours Fee (Per Trip) / Same Day Service Request	$45.00	$45.00	-
► Bad Debt Collection	23.50%	23.50%	-
► Capacity Fee (Tap Charge)			-
• Irrigation and Repurified Meters			-
◘ *¾" through 1 ½" Meter*	$800.00	$800.00	-
◘ *2" Meter*	$1,000.00	$1,000.00	-
◘ *3" Meter*	$2,000.00	$2,000.00	-
◘ *4" Meter*	$3,500.00	$3,500.00	-
◘ *6" Meter*	$5,000.00	$5,000.00	-
• Residential Unit in Town of Smyrna	$1,100.00	$1,100.00	-
• Residential Unit out of Town of Smyrna	$1,600.00	$1,600.00	-
► Collection Fee	$10.00	$10.00	-
► Cross Connection Re-Inspection (After 30 Days, per Occurance)	$50.00	$50.00	-
► Damaged Meter Fee	Actual Cost	Actual Cost	-
► Domestic Water Meter Fee 1" - 6" Meter Size	Actual Cost	Actual Cost	-
► Drought Management Surcharge:			-
• First Exceedance	5% + current bill	5% + current bill	-
• Second Exceedance	15% + current bill	15% + current bill	-
• Third Exceedance	25% + current bill	25% + current bill	-
► Fire Line Fee (per diameter inch)	$500.00	$500.00	-
► Fire Line Sprinkler System Backflow Testing Late Fee			-
• 30 Days Late	$250.00	$250.00	-
• 60 Days Late	$500.00	$500.00	-
► Hang Tag Fee	$25.00	$25.00	-
► Hydrant Meter Deposit (Depending on Meter Size)			-
• 2" Meter	$3,500.00	$3,500.00	-
• 3/4" Meter	$1,000.00	$1,000.00	-
► Late Fee	10% of Bill	10% of Bill	-
► Meter Relocation Fee	Actual Cost	Actual Cost	-

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

DRAFT

	2025 - 2026	2026 - 2027	CHANGES
► Meter Test			-
• 1 ½“ - 2” Meter	$175.00	$175.00	-
• 3” Meter	$275.00	$275.00	-
• 4” Meter	$425.00	$425.00	-
• 5/8” - 1” Meter	$100.00	$100.00	-
► Non-Payment Disconnect Fee	$45.00	$45.00	-
► Non-Payment Reconnect Deposit	$75.00	$75.00	-
► Permit and Inspection Report	$3.00	$3.00	-
► Service Fee			-
• Change in Service	$35.00	$35.00	-
• New Service	$0.00	$0.00	-
► Sprinkler Fee (Per Sprinkler)	$0.50	$0.50	-
► Tampering Fee (Plus Cost)	$250.00	$250.00	-
► Usage Charge/Rates			-
• Inside Town Limits			-
◘ *For First 2,000 Gallons*	$14.04	$14.46	$0.42
◘ *Per 1,000 Gallons for next 3,000 Gallons*	$4.38	$4.51	$0.13
◘ *Per 1,000 Gallons for next 5,000 Gallons*	$4.98	$5.13	$0.15
◘ *Per 1,000 Gallons over 10,000 Gallons*	$5.56	$5.73	$0.17
• Irrigation - Residential			-
◘ *For First 2,000 Gallons*	$14.04	$14.46	$0.42
◘ *Per 1,000 Gallons for next 3,000 Gallons*	$4.38	$4.51	$0.13
◘ *Per 1,000 Gallons for next 5,000 Gallons*	$4.98	$5.13	$0.15
◘ *Per 1,000 Gallons over 10,000 Gallons*	$5.56	$5.73	$0.17
• Irrigation Meter - Commercial			-
◘ *For First 10,000 Gallons*	$5.57	$5.73	$0.16
◘ *Minimum Charge*	$26.99	$27.80	$0.81
◘ *Per 1,000 Gallons for next 15,000 Gallons*	$6.46	$6.65	$0.19
◘ *Per 1,000 Gallons for next 25,000 Gallons*	$7.13	$7.35	$0.22
◘ *Per 1,000 Gallons over 50,000 Gallons*	$8.19	$8.43	$0.24
• Nissan*	By Contract	By Contract	-
• Nolensville*	By Contract	By Contract	-

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

	2025 - 2026	2026 - 2027	CHANGES
• Outside Town Limits			-
◘ *For First 2,000 Gallons*	$17.20	$17.72	$0.52
◘ *Per 1,000 Gallons for next 3,000 Gallons*	$6.46	$6.65	$0.19
◘ *Per 1,000 Gallons for next 5,000 Gallons*	$7.13	$7.35	$0.22
◘ *Per 1,000 Gallons over 10,000 Gallons*	$8.19	$8.43	$0.24
• Pre Certificate of Occupancy Rate			-
◘ *Per 1,000 Gallons*	$4.38	$4.51	$0.13
• Wholesale			-
◘ *For First 2,000 Gallons*	$14.71	$15.15	$0.44
◘ *Per 1,000 Gallons for next 3,000 Gallons*	$4.51	$4.64	$0.13
◘ *Per 1,000 Gallons for next 5,000 Gallons*	$5.24	$5.40	$0.16
◘ *Per 1,000 Gallons over 10,000 Gallons*	$5.78	$5.96	$0.18
► Well Water Quality Test Fee	$40.00	$40.00	-

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FY27 BUDGET CHANGES
USE OF FY26 ESTIMATED SURPLUS

Add Back - Personnel - 5 officers, change start date of Lieutenant, Deputy Clerk, Project Coord.	$	757,200.00
Add Back - Personnel - additional .5% market rate adjustment	$	194,700.00
Add Back - Equipment for Deputy Clerk	$	10,000.00
Add Back - Equipment for 5 New Officers	$	98,800.00
Add Back - Equipment for New Project Coord.	$	8,000.00
Add Back - Vehicles for 5 New Officers	$	405,900.00
Add Back - Vehicle for New Project Coord.	$	40,000.00
Add Back - Cart Path Repaving	$	125,000.00
Add Back - Golf ADA Bathroom Renovation	$	35,000.00
Add Back - Tractor	$	55,100.00
Add Back - Industrial Drive Improvements	$	120,000.00
Add Back - Additional Paving Funds	$	250,000.00
Total Budget Additions	$	2,099,700.00

Impact - Streets	$	120,000.00
Impact - Public Safety	$	405,900.00
General Fund - Updated Revenue Estimates	$	40,000.00
Capital Projects Fund Balance - FY26 Transferred Surplus	$	1,533,800.00
Total Funding	$	2,099,700.00

TOWN OF SMYRNA

BUDGET ORDINANCE

Smyrna

Celebrating 250 Years of American Independence

FIRST READ

BUDGET HIGHLIGHTS

PROPERTY TAX

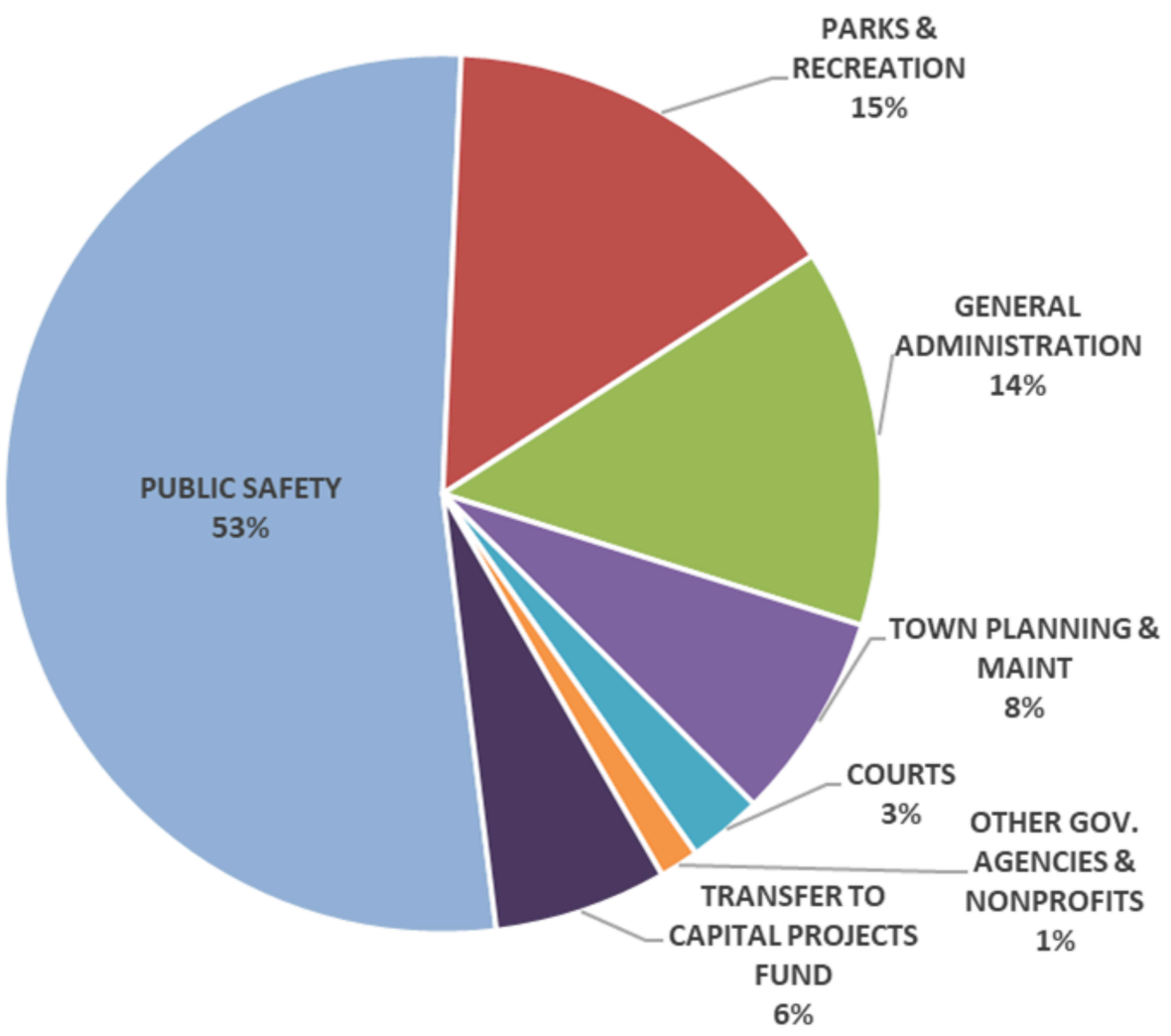


BUDGET HIGHLIGHTS

PROPERTY TAX BREAKDOWN

HOW YOUR TAX DOLLARS ARE SPENT IN SMYRNA, TN			
	RANGE OF APPRAISED VALUES		
	Avg - $50k	**Average House**	**Avg + $50k**
HOUSE APPRAISED VALUE	$370,000	$420,000	$470,000
HOUSE ASSESSED VALUE(25%)	$92,500	$105,000	$117,500
ANNUAL PROPERTY TAXES	$486.27	$551.99	$617.70
MONTHLY PROPERTY TAXES	**$40.52**	**$46.00**	**$51.48**

DEPARTMENT	**Monthly Amount**	**Monthly Amount**	**Monthly Amount**
PUBLIC SAFETY	$21.32	$24.20	$27.07
PARKS & RECREATION	$6.18	$7.01	$7.85
GENERAL ADMINISTRATION	$5.65	$6.41	$7.18
TOWN PLANNING & MAINT	$3.09	$3.51	$3.93
COURTS	$1.12	$1.27	$1.42
OTHER GOV. AGENCIES & NONPROFITS	$0.59	$0.67	$0.75
TRANSFERS TO OTHER FUNDS:			
TRANSFER TO DEBT SERVICE FUND	$0.00	$0.00	$0.00
TRANSFER TO CAPITAL PROJECTS FUND	$2.58	$2.93	$3.28
TOTAL	**$40.53**	**$46.00**	**$51.48**



BUDGET HIGHLIGHTS

NEW PERSONNEL

DEPT	STATUS	QTY	POSITION	START DATE
POLICE	FULL TIME	1	ADMIN ASSISTANT	1/1/2027
POLICE	FULL TIME	1	SPECIAL OPS LIEUTENANT	7/1/2026
POLICE	FULL TIME	5	OFFICERS	7/1/2026
PUB WKS	FULL TIME	1	TRAFFIC TECH	7/1/2026
PUB WKS	FULL TIME	1	PROJECT COORDINATOR	7/1/2026
STREETS	FULL TIME	2	LIGHT EQUIP OPERATOR	7/1/2026
TRAFFIC COURT	FULL TIME	1	DEPUTY CLERK	1/1/2027
W&S MANT	FULL TIME	1	LEAK TECH II	7/1/2026
WWTP	FULL TIME	1	MAINTENANCE TECH	7/1/2026
		14		

BUDGET HIGHLIGHTS

FIDUCIARY FUND

Statement of Net Position June 30, 2025	
Total Pension Liability	**$ 7,819,846**
Cash & Equivalents	**$ 7,927,666**
Unfunded Pension Liability	**$ (107,820)**
Funded %	**101%**
Total Employees	
Inactive (Retired or Terminated)	36
Active (Employed)	7
	43

BUDGET HIGHLIGHTS

MAJOR CAPITAL PROJECTS

PROJECT	FUNDING		RECOMMENDED
W/S Lynwood Construction	100%	W/S Debt Proceeds	5,000,000
W/S Mason Tucker Upgrades	100%	W/S Debt Proceeds	3,000,000
Cedar Stone Park Phase 2	100%	Capital Projects	3,100,000
W/S Inflow & Filtration	100%	W/S Revenue	2,000,000
2 Fire Trucks	100%	Capital Projects	2,673,000
New & Replacement Patrol Cars	26% 74%	General Fund Impact Fees	1,279,800
Cyber Security & Equipment Upgrades	100%	General Fund	1,022,400
Waldron Road Utility Relocation	100%	Gas Revenue	850,000
Gas Continuing Construction Contract	100%	Gas Revenue	750,000
Rotary Soccer Park Expansion	100%	Impact Fees	550,000
		Total	20,225,200

55% OF TOTAL FY27 PROJECTS

BUDGET HIGHLIGHTS

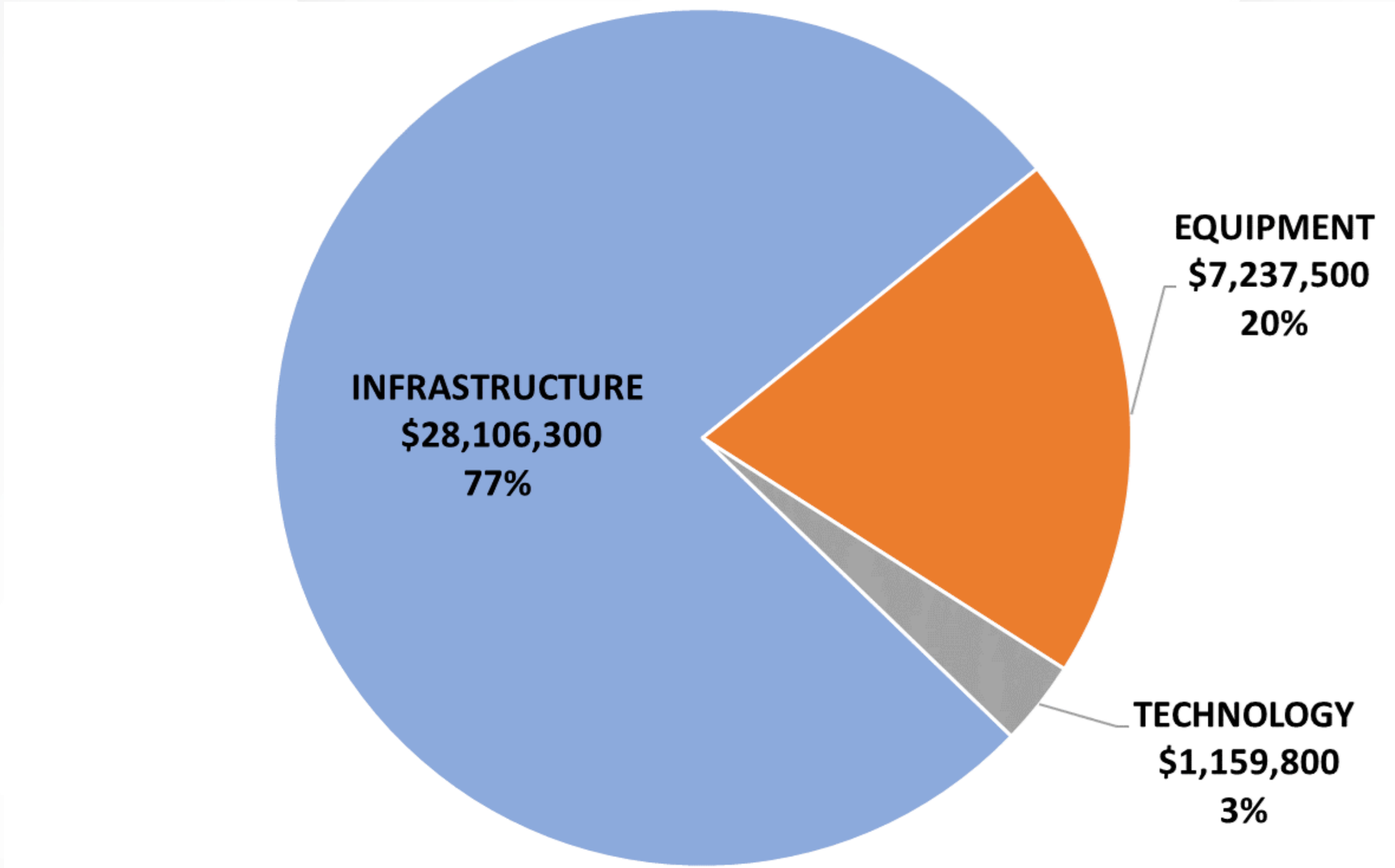
MAJOR ROADWAY CAPITAL PROJECTS

PROJECT	FUNDING		RECOMMENDED
Weakly Lane Widening & Utility Relocations	81% 15% 4%	W/S Revenue Gas Revenue Impact Fees	2,481,000
Misc Paving, Resurfacing, and Striping	63% 37%	State Street Aid Capital Projects	2,300,000
Sam Ridley @ Old Nash Hwy	80% 20%	Grants Capital Projects	1,994,000
Sidewalks & Pedestrian Crossings	57% 24% 19%	Capital Projects Impact Fees Grants	1,040,000
Lee Road	100%	Capital Projects	800,000
ITS Phases 3-5	100%	Grants	500,000
Rock Springs Road at Old Nash Hwy, Needham to Austin Lee	100%	Impact Fees	375,000
Jefferson Pike @ Nissan, Left Turn Lane	80% 20%	Grants Capital Projects	225,000
Lowry Street Phase 3	90% 10%	Grants Capital Projects	150,000
		Total	9,865,000

27% OF TOTAL FY27 PROJECTS

BUDGET HIGHLIGHTS

CAPITAL PROJECTS BY TYPE



BUDGET HIGHLIGHTS

OUTSTANDING DEBT

General Obligation

Year Ending June 30	Principal Requirements	P + I Total
2027	920,000	1,473,450
2028	940,000	1,473,425
2029	980,000	1,467,869
2030	1,030,000	1,469,919
2031 - 2040	10,760,000	12,561,967
	$ 14,630,000	$ 18,446,630

Note: No New Debt in FY27

Water & Sewer Fund

Year Ending June 30	Principal Requirements	P + I Total
2027	1,679,094	2,211,793
2028	1,701,857	2,210,641
2029	1,724,963	2,276,929
2030	1,748,459	2,208,217
2031 - 2054	34,196,758	38,734,374
	$ 41,051,131	$ 47,641,954

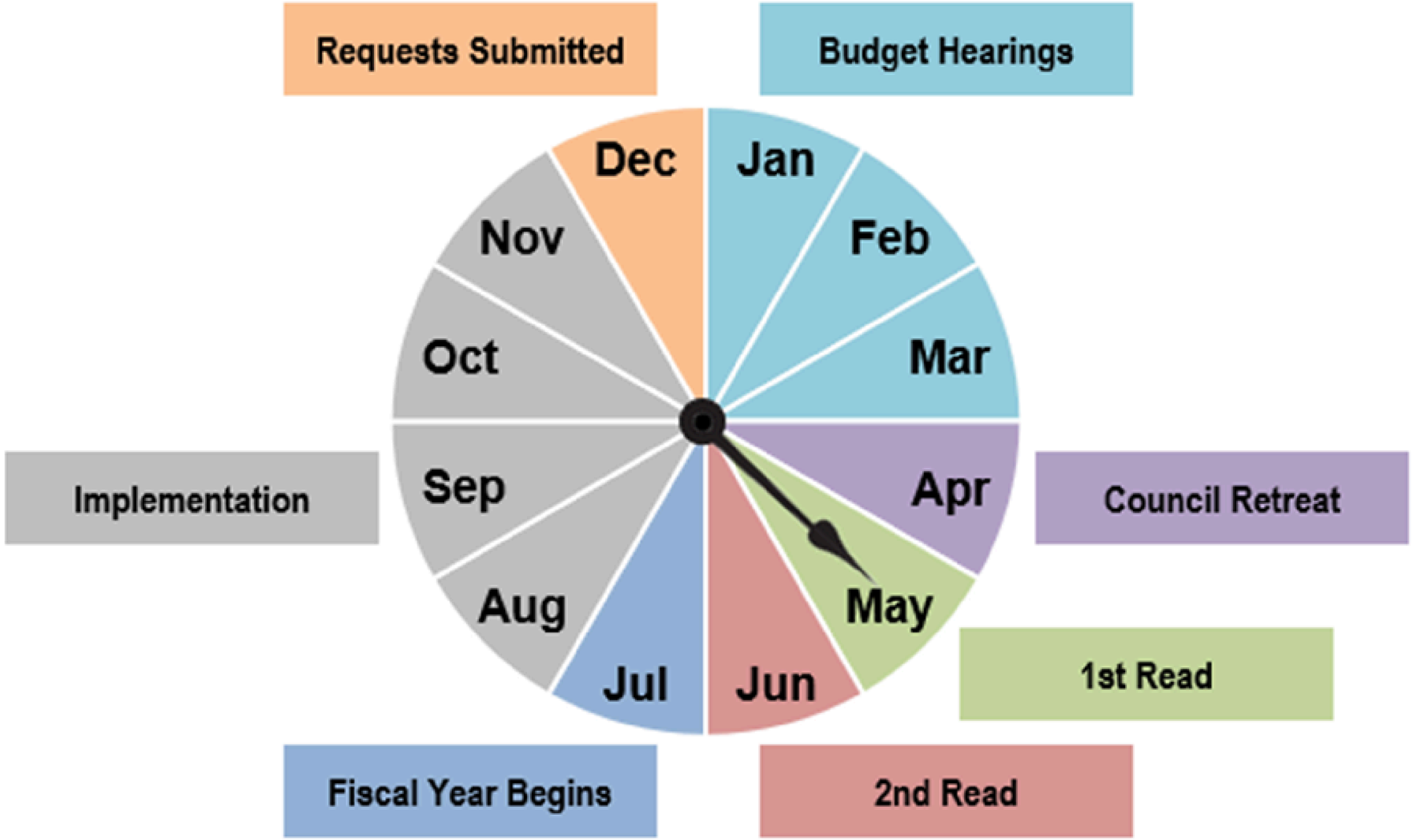
Note: No New Debt in FY27, Possible SRF

2027 FIRST READ BUDGET PRESENTATION

Smyrna

Celebrating 250 Years of American Independence

BUDGET TIMELINE



GENERAL FUND

SUMMARY

GENERAL	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
REVENUES	$ 63,777,595	$ 63,832,094	$ 67,320,700
PERSONNEL	49,184,600	48,581,300	53,018,300
OPERATIONS & MAINTENANCE	9,371,729	8,641,485	9,995,137
CAPITAL PROJECTS	5,191,500	6,523,190	4,284,400
DEBT SERVICE	2,000	2,000	2,000
TOTAL EXPENDITURES	$ 63,749,829	$ 63,747,975	$ 67,299,837
SURPLUS (DEFICIT)	27,766	84,119 *	20,863
BEGINNING FUND BALANCE	34,735,514	34,735,514	34,819,633
ENDING FUND BALANCE	$ 34,763,280	$ 34,819,633	$ 34,840,496

*ESTIMATED

GENERAL FUND

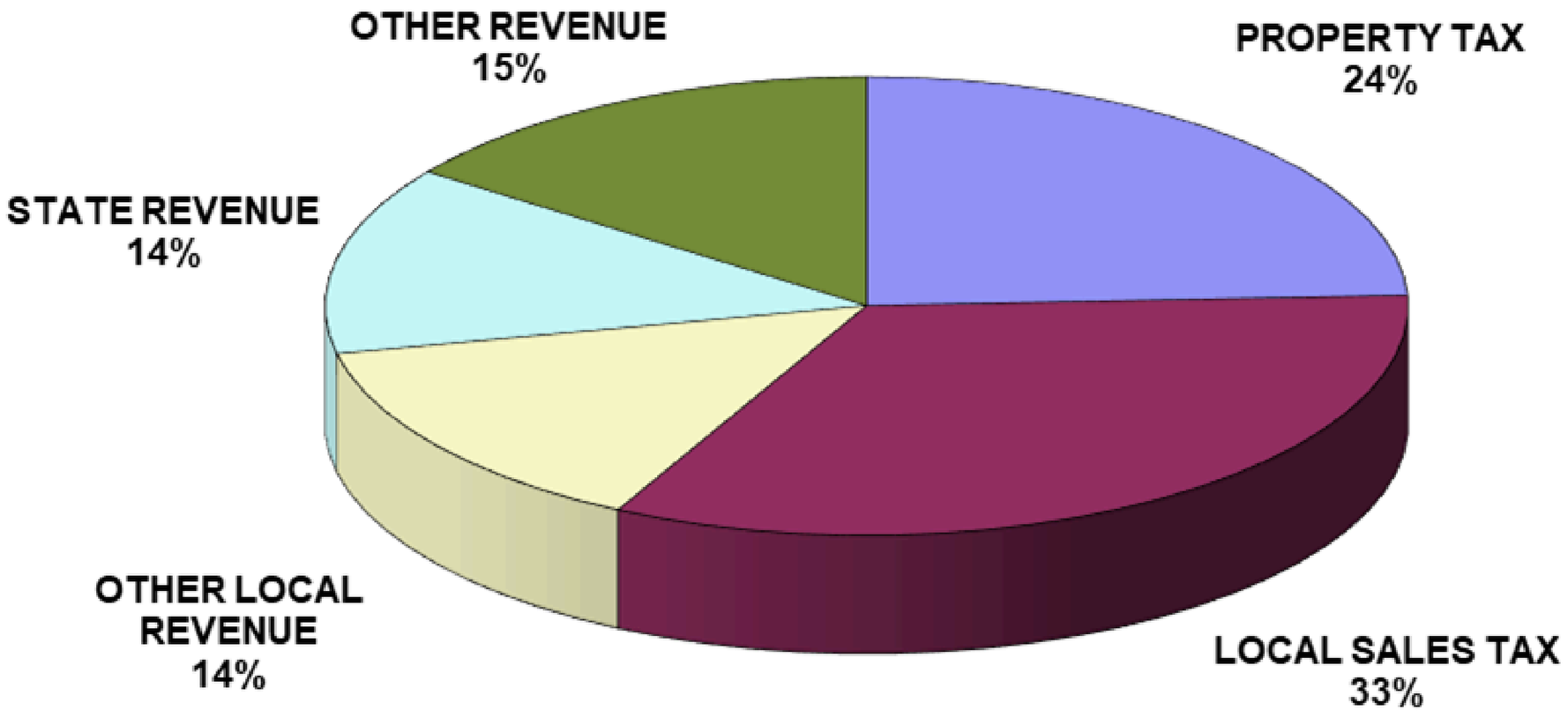
MAJOR REVENUE

DESCRIPTION	2025-2026 ESTIMATE	2026-2027 RECOMMEND		% INCREASE	DRIVING FACTORS
REVENUE					
LOCAL SALES TAX - CO. TRUSTEE	$ 21,800,000	$ 22,410,400		2.8%	ECONOMIC FORECASTS ESTIMATE 2.5% - 3.0%
PROPERTY TAXES (CURRENT)	$ 15,303,197	$ 16,200,000		5.9%	ESTIMATED - INC. DUE TO NEW DEVELOPMENTS, NO TAX INC.
STATE SALES TAX	$ 6,900,000	$ 8,200,000		18.8%	ESTIMATED - INC. DUE TO CHANGE IN POPULATION
BUSINESS TAXES	$ 2,600,000	$ 2,781,000		7.0%	
SUPPORT SERVICES - WATER & SEWER	$ 1,482,262	$ 1,960,400		32.3%	UTILITIES SHARING LARGE INFO SERV PROJECTS
IN LIEU OF TAXES	$ 1,640,981	$ 1,561,000		-4.9%	
BUILDING PERMITS	$ 829,635	$ 1,100,000		32.6%	LARGE INCOMING APARTMENT COMPLEXES
WHOLESALE BEER TAX	$ 1,000,000	$ 930,000		-7.0%	DOWNWARD TREND IN ALCHOL CONSUMPTION
GREEN FEES	$ 1,035,000	$ 1,200,000	*	15.9%	
SUPPORT SERVICES - GAS	$ 860,052	$ 1,165,500		35.5%	UTILITIES SHARING LARGE INFO SERV PROJECTS
	$ -				
TOP 10 TOTAL	$ 53,451,127	$ 57,508,300		7.6%	
ALL OTHERS REVENUES	$ 10,380,967	$ 9,812,400			
TOTAL GENERAL FUND REVENUE	$ 63,832,094	$ 67,320,700		5.5%	

**INCLUDES FY27 FEE SCHEDULE CHANGES*

GENERAL FUND

REVENUE BY CATEGORY



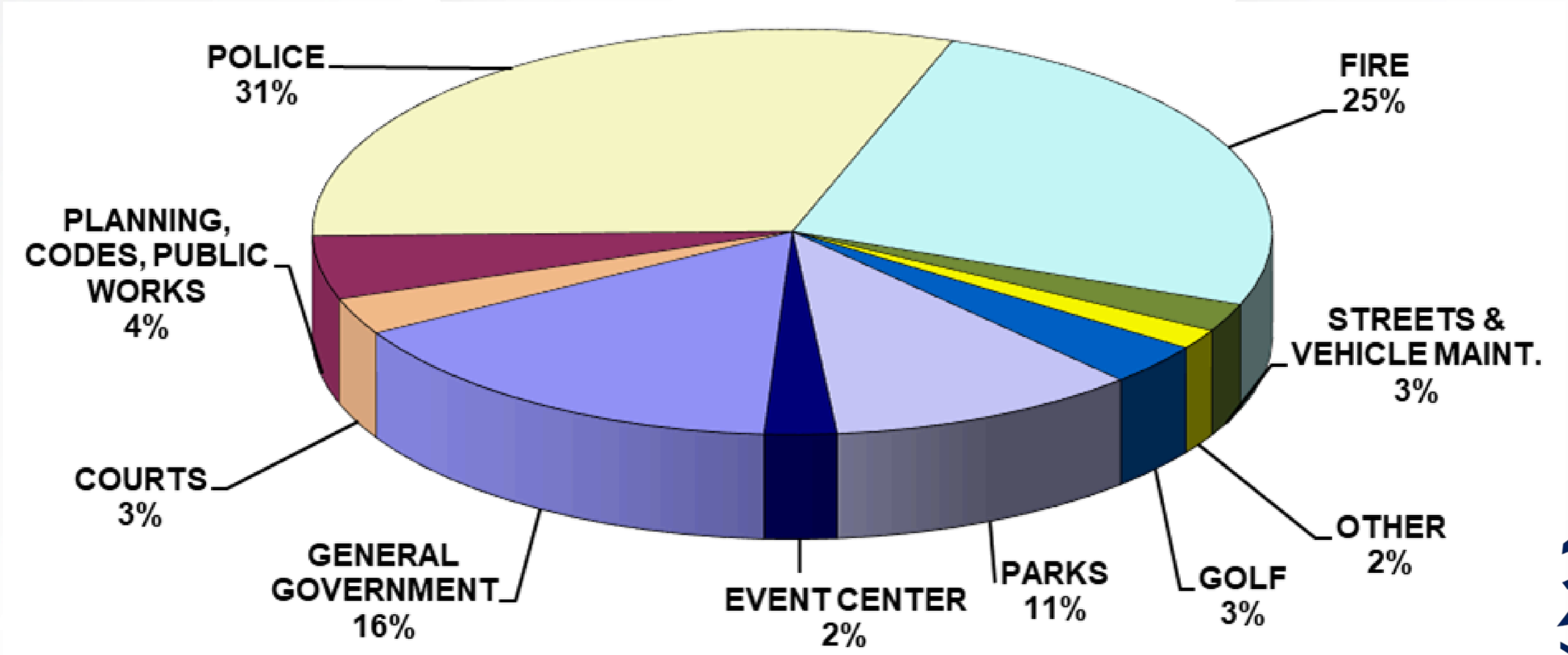
GENERAL FUND

COMPARISON

DESCRIPTION	2025-2026 BUDGET	% OF TOTAL	2026-2027 RECOMMEND	% OF TOTAL	NET CHANGE	% INC/DEC
PERSONNEL	$ 49,184,600	77%	$ 53,018,300	79%	$ 3,833,700	7.79%
OPERATIONS & MAINTENANCE	9,371,729	15%	9,995,137	15%	623,408	6.65%
CAPITAL	5,191,500	8%	4,284,400	6%	(907,100)	-17.47%
DEBT SERVICE	2,000	0%	2,000	0%	0	0.00%
TOTAL	$ 63,749,829		$ 67,299,837		$ 3,550,008	5.57%

GENERAL FUND

OPERATING EXPENDITURES BY CATEGORY



GENERAL FUND

HEALTH, WELFARE, AND CULTURE

DESCRIPTION	2024-2025 ACTUAL	2025-2026 AMENDED	2025-2026 ESTIMATED	2026-2027 RECOMMEND
INTERGOVERNMENTAL				
RUTHERFORD CO DEPT OF HEALTH	$ 4,500	$ 4,500	$ 4,500	$ 4,500
LINEBAUGH LIBRARY OPERATING PROJECT	423,450	447,324	447,324	447,324
RUTHERFORD CO RABIES CONTROL	40,000	40,000	40,000	41,200
TN REHABILITATION CENTER	3,500	3,605	3,605	3,713
RUTHERFORD CO EMERG MGMT AGENCY	18,796	23,000	23,000	24,500
INTERGOVERNMENTAL SUB-TOTAL	$ 490,246	$ 518,429	$ 518,429	$ 521,237
NONPROFIT COMMUNITY DEVELOPMENT				
RUTHERFORD CO CHAMBER-TOURISM	$ 20,000	$ 20,000	$ 20,000	$ 20,000
RUTHERFORD CO CHAMBER-ECON DEV	25,000	25,000	25,000	25,000
RUTHERFORD CO CHAMBER-DEST RUTH	75,000	75,000	75,000	75,000
SISTER CITY-ZAMA	12,000	12,000	12,000	12,000
SAM DAVIS MEMORIAL ASSOC	15,000	15,000	15,000	15,000
TRANSIT ALLIANCE OF MIDDLE TN	500	500	500	-
NONPROFIT COMM DEV SUB-TOTAL	$ 147,500	$ 147,500	$ 147,500	$ 147,000
NONPROFIT OTHER				
CHILD ADVOCACY CENTER	$ 24,000	$ 24,000	$ 24,000	$ 274,000
SMYRNA CHARITY ASSISTANCE FUND	35,000	35,000	35,000	35,000
NONPROFIT OTHER SUB-TOTAL	$ 59,000	$ 59,000	$ 59,000	$ 309,000
TOTAL HEALTH, WELFARE & CULTURE	$ 696,746	$ 724,929	$ 724,929	$ 977,237

SPECIAL REVENUE FUNDS

STATE STREET AID

STATE STEET AID	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
REVENUES	$ 1,947,000	$ 1,957,439	$ 1,943,000
PERSONNEL	-	-	-
OPERATIONS & MAINTENANCE	2,005,000	1,881,430	2,180,000
CAPITAL PROJECTS	-	-	-
DEBT SERVICE	-	-	-
TOTAL EXPENDITURES	$ 2,005,000	$ 1,881,430	$ 2,180,000
SURPLUS (DEFICIT)	(58,000)	76,009 *	(237,000)
BEGINNING FUND BALANCE	652,481	652,481	728,490
ENDING FUND BALANCE	$ 594,481	$ 728,490	$ 491,490

*ESTIMATED

SPECIAL REVENUE FUNDS

DRUG FUND

DRUG FUND	*2025-2026 BUDGET*	*2025-2026 ESTIMATED*	*2026-2027 RECOMMEND*
REVENUES	$ 70,000	$ 47,093	$ 45,000
PERSONNEL	-	-	-
OPERATIONS & MAINTENANCE	31,300	39,690	21,800
CAPITAL PROJECTS	443,700	428,200	21,000
DEBT SERVICE	-	-	-
TOTAL EXPENDITURES	$ 475,000	$ 467,890	$ 42,800
SURPLUS (DEFICIT)	(405,000)	(420,797)*	2,200
BEGINNING FUND BALANCE	543,038	543,038	122,241
ENDING FUND BALANCE	$ 138,038	$ 122,241	$ 124,441

*ESTIMATED

SPECIAL REVENUE FUNDS

IMPACT FEE FUND

IMPACT	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
REVENUES	$ 4,960,000	$ 4,019,594	$ 4,085,500
PERSONNEL	-	-	-
OPERATIONS & MAINTENANCE	-	-	-
CAPITAL PROJECTS	4,336,700	3,827,770	3,028,100
DEBT SERVICE	1,333,350	1,335,850	1,333,350
TOTAL EXPENDITURES	$ 5,670,050	$ 5,163,620	$ 4,361,450
SURPLUS (DEFICIT)	(710,050)	(1,144,026)*	(275,950)
BEGINNING FUND BALANCE	7,377,771	7,377,771	6,233,745
ENDING FUND BALANCE	$ 6,667,721	$ 6,233,745	$ 5,957,795

*ESTIMATED

SPECIAL REVENUE FUNDS

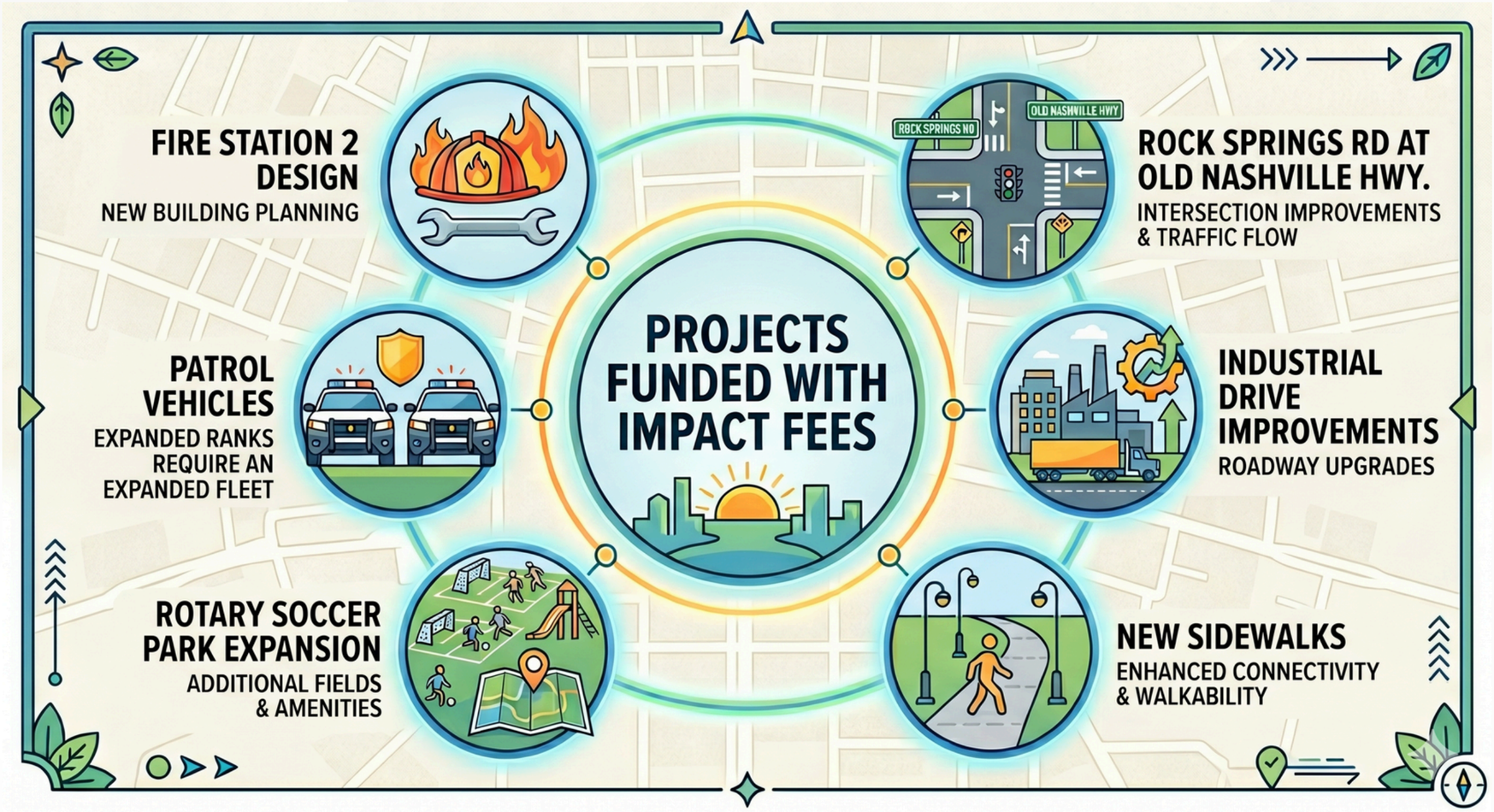
IMPACT FEE FUND
BY DIVISION

IMPACT	*2025-2026 BUDGET*	*2025-2026 ESTIMATED*	*2026-2027 RECOMMEND*
BALANCE BY FUNCTION			
PUBLIC SAFETY	$ 1,643,592	$ 1,507,861	$ 938,407
PARKS	2,373,059	2,583,647	2,962,760
ROADS	2,651,070	2,142,237	2,056,628
	6,667,721	6,233,745	5,957,795

$29.6 MILLION COLLECTED OVER THE LAST 10 YEARS

SPECIAL REVENUE FUNDS

IMPACT FEE FUND
FY27 PROJECTS



INTERNAL SERVICE FUND

INSURANCE

INSURANCE	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
REVENUES	$ 16,577,500	$ 16,903,000	$ 15,905,100
PERSONNEL	-	-	-
OPERATIONS & MAINTENANCE	16,189,500	15,309,300	15,691,600
CAPITAL PROJECTS	-	-	-
DEBT SERVICE	-	-	-
TOTAL EXPENDITURES	$ 16,189,500	$ 15,309,300	$ 15,691,600
SURPLUS (DEFICIT)	388,000	1,593,700 *	213,500
BEGINNING FUND BALANCE	1,729,976	1,729,976	3,323,676
ENDING FUND BALANCE	$ 2,117,976	$ 3,323,676	$ 3,537,176

*ESTIMATED

ENTERPRISE FUNDS

WATER & SEWER

WATER & SEWER	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
OPERATING REVENUES	$ 30,465,300	$ 30,256,249	$ 31,143,500
PERSONNEL	6,752,300	6,141,380	7,052,000
OPERATIONS & MAINTENANCE	11,690,362	11,148,692	11,721,200
DEPRECIATION	11,100,000	11,100,000	11,100,000
TOTAL OPERATING EXPENDITURES	$ 29,542,662	$ 28,390,072	$ 29,873,200
OPERATING INCOME/(LOSS)	922,638	1,866,177	1,270,300

ENTERPRISE FUNDS

WATER & SEWER

WATER & SEWER	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
OPERATING INCOME/(LOSS)	922,638	1,866,177	1,270,300
NET NON-OPERATING REVENUE/EXPENSE	2,020,713	234,122	84,113
CAPITAL CONTRIBUTIONS-TAP FEES	5,621,400	4,185,935	5,285,600
NON CASH CONTRIBUTIONS	9,000,000	7,500,000	15,000,000
TRANSFERS OUT-IN LIEU OF TAX	(596,631)	(596,631)	(633,300)
NET CONTRIBUTIONS & TRANSFERS	14,024,769	11,089,304	19,652,300
CHANGE IN NET POSITION	16,968,120	13,189,603 *	21,006,713
BEGINNING NET POSITION	249,219,967	249,219,967	262,409,570
ENDING NET POSITION	$ 266,188,087	$262,409,570	$ 283,416,283

*ESTIMATED

ENTERPRISE FUNDS

NATURAL GAS

NATURAL GAS	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
OPERATING REVENUES	$ 17,776,500	$ 19,169,639	$ 19,801,500
PERSONNEL	2,362,100	2,146,820	2,254,400
OPERATIONS & MAINTENANCE	2,383,852	2,113,012	2,627,600
DEPRECIATION	1,100,000	1,100,000	1,100,000
NATURAL GAS FOR RESALE	10,250,000	11,579,390	11,800,000
TOTAL OPERATING EXPENDITURES	$ 16,095,952	$ 16,939,222	$ 17,782,000
OPERATING INCOME/(LOSS)	1,680,548	2,230,417	2,019,500

ENTERPRISE FUNDS

NATURAL GAS

NATURAL GAS	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
OPERATING INCOME/(LOSS)	1,680,548	2,230,417	2,019,500
NET NON-OPERATING REVENUE/EXPENSE	64,000	134,290	124,000
CAPITAL CONTRIBUTIONS-TAP FEES	250,000	377,679	330,000
NON CASH CONTRIBUTIONS	-	-	-
TRANSFERS OUT-IN LIEU OF TAX	(225,783)	(225,783)	(233,300)
NET CONTRIBUTIONS & TRANSFERS	24,217	151,896	96,700
CHANGE IN NET POSITION	1,768,765	2,516,603 *	2,240,200
BEGINNING NET POSITION	26,723,402	26,723,402	29,240,005
ENDING NET POSITION	$ 28,492,167	$ 29,240,005	$ 31,480,205

*ESTIMATED

2027 FIRST READ BUDGET CAPITAL PROJECTS

Smyrna

Celebrating 250 Years of American Independence

CAPITAL PROJECTS

FUND BALANCE

CAPITAL PROJECTS	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
REVENUES	$ 14,964,200	$ 14,855,290	$ 11,310,800
PERSONNEL	-	-	-
OPERATIONS & MAINTENANCE	-	-	-
CAPITAL PROJECTS	27,184,500	18,840,400	19,835,100
DEBT SERVICE	-	-	-
TOTAL EXPENDITURES	$ 27,184,500	$ 18,840,400	$ 19,835,100
SURPLUS (DEFICIT)	(12,220,300)	(3,985,110)*	(8,524,300)
BEGINNING FUND BALANCE	33,604,962	33,604,962	29,619,852
ENDING FUND BALANCE	$ 21,384,662	$ 29,619,852	$ 21,095,552

*ESTIMATED

CAPITAL PROJECTS

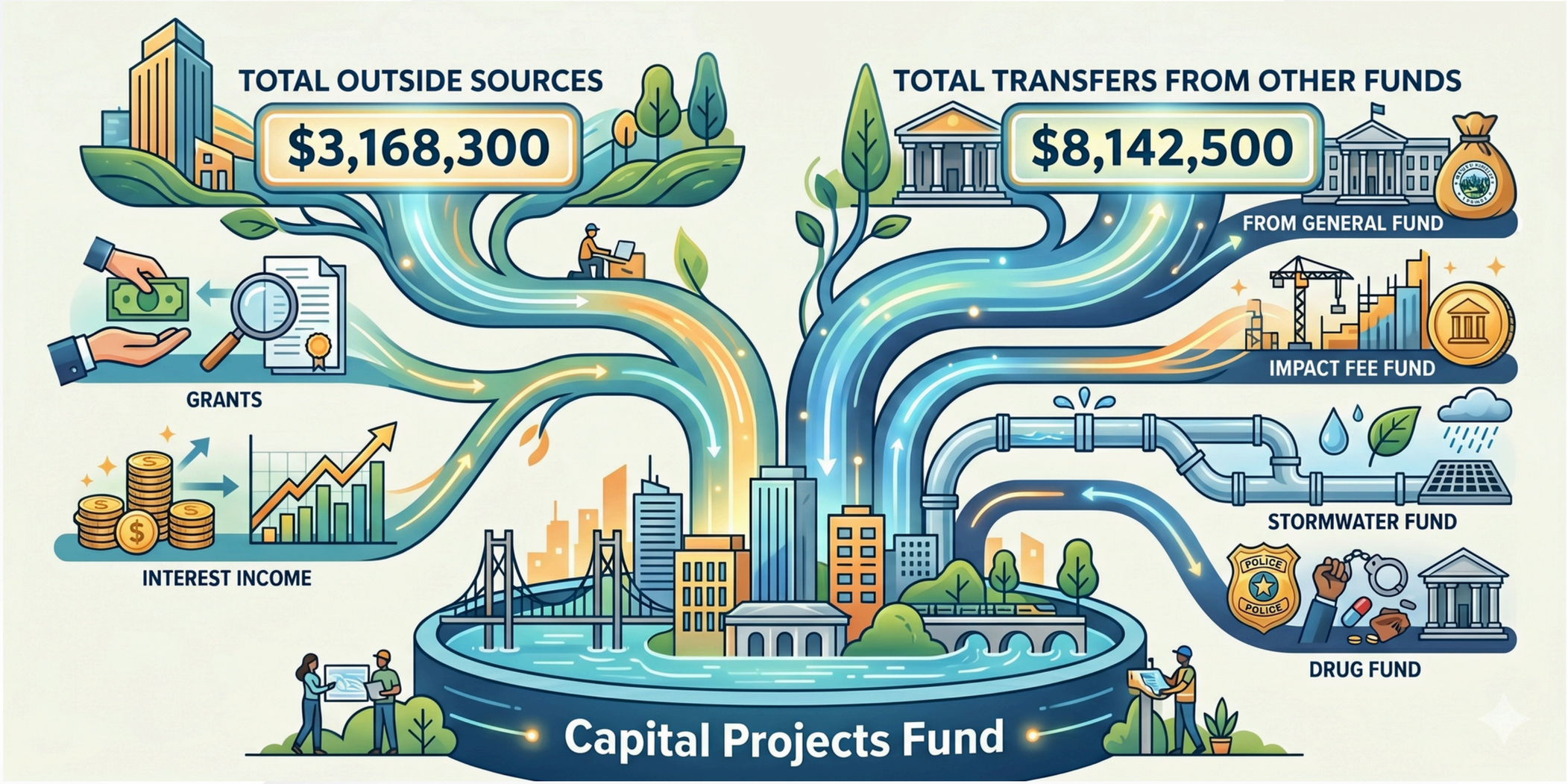
FUND BALANCE

CAPITAL PROJECTS	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
REVENUES	$ 14,964,200	$ 14,855,290	$ 11,310,800
PERSONNEL	-	-	-
OPERATIONS & MAINTENANCE	-	-	-
CAPITAL PROJECTS	27,184,500	18,840,400	19,835,100
DEBT SERVICE	-	-	-
TOTAL EXPENDITURES	$ 27,184,500	$ 18,840,400	$ 19,835,100
SURPLUS (DEFICIT)	(12,220,300)	(3,985,110)*	(8,524,300)
BEGINNING FUND BALANCE	33,604,962	33,604,962	29,619,852
ENDING FUND BALANCE	$ 21,384,662	$ 29,619,852	$ 21,095,552

*ESTIMATED

CAPITAL PROJECTS

REVENUE SOURCES



CAPITAL PROJECTS

FUND BALANCE

CAPITAL PROJECTS	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
REVENUES	$ 14,964,200	$ 14,855,290	$ 11,310,800
PERSONNEL	-	-	-
OPERATIONS & MAINTENANCE	-	-	-
CAPITAL PROJECTS	27,184,500	18,840,400	19,835,100
DEBT SERVICE	-	-	-
TOTAL EXPENDITURES	$ 27,184,500	$ 18,840,400	$ 19,835,100
SURPLUS (DEFICIT)	(12,220,300)	(3,985,110)*	(8,524,300)
BEGINNING FUND BALANCE	33,604,962	33,604,962	29,619,852
ENDING FUND BALANCE	$ 21,384,662	$ 29,619,852	$ 21,095,552

*ESTIMATED

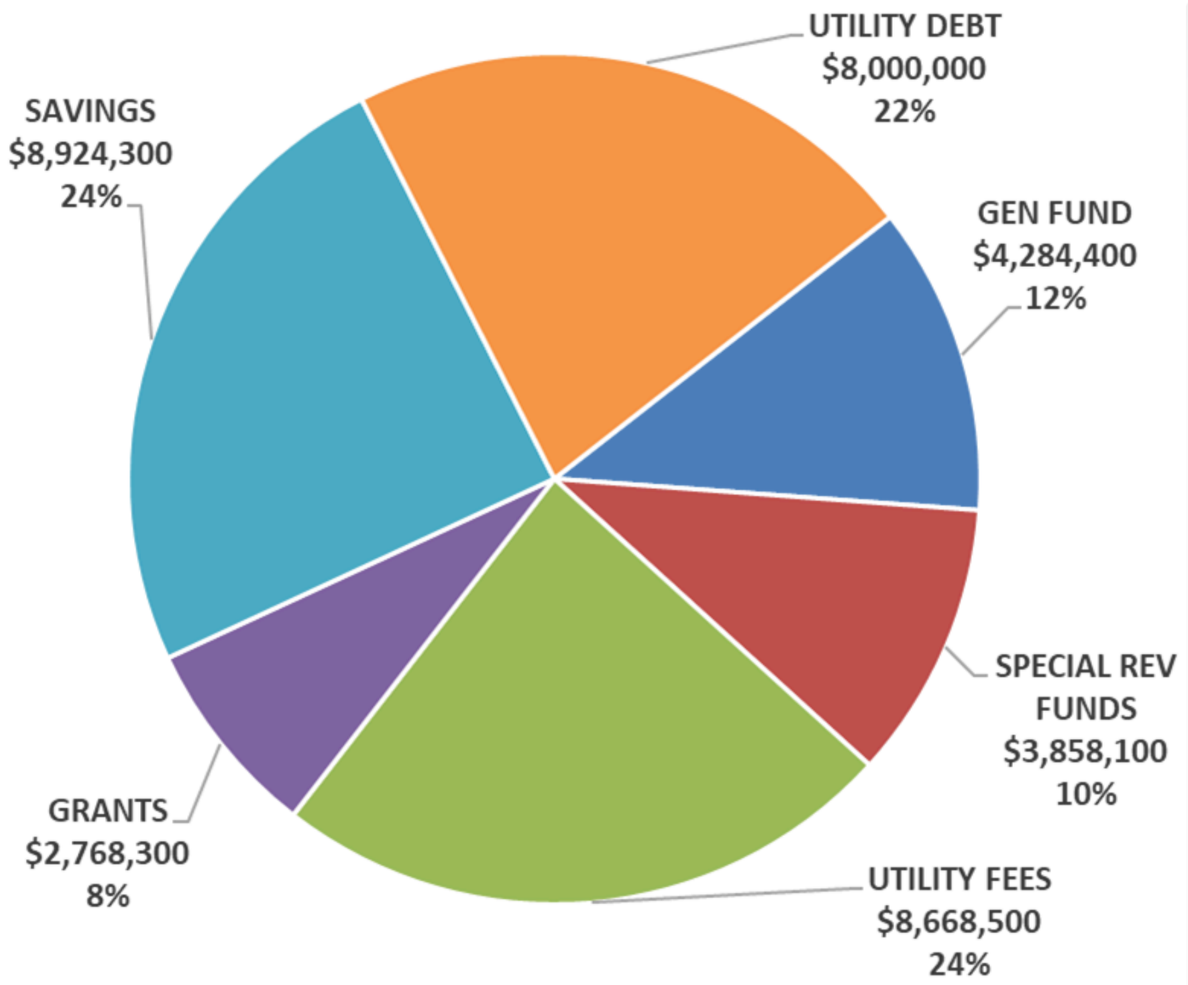
CAPITAL PROJECTS

FY27 PROJECTS BY DEPARTMENT

DEPARTMENT	APPROVED AMOUNT	GENERAL FUND	DEBT PROCEEDS	DRUG FUND	IMPACT FEES	GRANT	STORM WATER	CAPITAL PROJECTS	WS REVENUE	GAS REVENUE
BUILDING AND GROUNDS	$91,500	$91,500	$0	$0	$0	$0	$0	$0	$0	$0
FIRE DEPARTMENT	$4,047,000	$814,200	$0	$0	$560,000	$0	$0	$2,672,800	$0	$0
GENERAL SESSIONS	$4,000	$4,000	$0	$0	$0	$0	$0	$0	$0	$0
GOLF COURSE	$297,700	$137,700	$0	$0	$0	$0	$0	$160,000	$0	$0
INFORMATION SERVICES	$1,022,400	$965,400	$0	$0	$0	$57,000	$0	$0	$0	$0
JUDICIAL	$35,000	$35,000	$0	$0	$0	$0	$0	$0	$0	$0
PARKS AND RECREATION	$4,513,600	$781,700	$0	$0	$550,000	$26,800	$0	$3,155,100	$0	$0
PLANNING AND CODES	$305,400	$305,400	$0	$0	$0	$0	$0	$0	$0	$0
POLICE DEPARTMENT	$2,006,300	$879,300	$0	$21,000	$953,100	$34,300	$0	$118,600	$0	$0
PUBLIC WORKS	$134,200	$75,200	$0	$0	$0	$0	$0	$59,000	$0	$0
STREET DEPARTMENT	$6,549,000	$175,000	$0	$0	$965,000	$2,650,200	$0	$2,758,800	$0	$0
TRAFFIC COURT	$10,000	$10,000	$0	$0	$0	$0	$0	$0	$0	$0
VEHICLE MAINTENANCE	$10,000	$10,000	$0	$0	$0	$0	$0	$0	$0	$0
STORM WATER	$809,000	$0	$0	$0	$0	$0	$809,000	$0	$0	$0
TOTAL GENERAL FUND	**$19,835,100**	**$4,284,400**	**$0**	**$21,000**	**$3,028,100**	**$2,768,300**	**$0**	**$8,924,300**	**$0**	**$0**
WATER PLANT	$3,354,000	$0	$3,000,000	$0	$0	$0	$0	$0	$354,000	$0
WASTE WATER PLANT	$299,600	$0	$0	$0	$0	$0	$0	$0	$299,600	$0
WATER AND SEWER MAINT.	$10,822,800	$0	$5,000,000	$0	$0	$0	$0	$0	$5,822,800	$0
GAS DEPARTMENT	$2,192,100	$0	$0	$0	$0	$0	$0	$0	$0	$2,192,100
GRAND TOTALS	**$36,503,600**	**$4,284,400**	**$8,000,000**	**$21,000**	**$3,028,100**	**$2,768,300**	**$809,000**	**$8,924,300**	**$6,476,400**	**$2,192,100**

CAPITAL PROJECTS

FY27 PROJECTS BY FUNDING SOURCE



CAPITAL PROJECTS

FUND BALANCE

CAPITAL PROJECTS	2025-2026 BUDGET	2025-2026 ESTIMATED	2026-2027 RECOMMEND
REVENUES	$ 14,964,200	$ 14,855,290	$ 11,310,800
PERSONNEL	-	-	-
OPERATIONS & MAINTENANCE	-	-	-
CAPITAL PROJECTS	27,184,500	18,840,400	19,835,100
DEBT SERVICE	-	-	-
TOTAL EXPENDITURES	$ 27,184,500	$ 18,840,400	$ 19,835,100
SURPLUS (DEFICIT)	(12,220,300)	(3,985,110)*	(8,524,300)
BEGINNING FUND BALANCE	33,604,962	33,604,962	29,619,852
ENDING FUND BALANCE	$ 21,384,662	$ 29,619,852	$ 21,095,552

*ESTIMATED

CAPITAL PROJECTS

FY27 USE OF FUND BALANCE

CEDAR STONE PARK: $3,100,000



TWO FIRE TRUCKS & EQUIPMENT: $2,670,000



MISC PAVING: $850,000



LEE ROAD: $800,000



SAM RIDLEY PARKWAY @ ONH GRANT MATCH: $399,000



HAZELWOOD PEDESTRIAN CROSSING: $200,000



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THESE PROJECTS ACCOUNT FOR **94%** OF THE TOTAL.

CAPITAL IMPROVEMENT PLAN

ALL FUNDS

Funding	FY27	FY28	FY29	FY30	FY31	Total
General Fund	$ 4,284,400.00	$ 9,095,653.00	$ 9,082,564.00	$ 6,784,365.25	$ 3,855,346.06	$ 33,102,328.31
Grants	$ 2,768,300.00	$ 7,947,250.00	$ 14,261,250.00	$ 16,322,250.00	$ 12,250.00	$ 41,311,300.00
Impact Fees	$ 3,028,100.00	$ 7,706,118.00	$ 5,666,118.00	$ 3,212,000.00	$ 700,000.00	$ 20,312,336.00
Drug Fund	$ 21,000.00	$ -	$ -	$ -	$ -	$ 21,000.00
Capital Projects	$ 8,924,300.00	$ 10,250,000.00	$ 1,600,000.00	$ 3,150,000.00	$ 13,300,000.00	$ 37,224,300.00
GO Debt	$ -	$ 7,450,000.00	$ 4,300,000.00	$ 14,300,000.00	$ 8,650,000.00	$ 34,700,000.00
Storm Water	$ 809,000.00	$ 685,000.00	$ 469,000.00	$ 605,000.00	$ 469,000.00	$ 3,037,000.00
Water & Sewer	$ 6,476,400.00	$ 8,592,300.00	$ 5,576,620.00	$ 7,484,800.00	$ 4,413,800.00	$ 32,543,920.00
W&S Debt	$ 8,000,000.00	$ 9,000,000.00	$ 2,400,000.00	$ 4,000,000.00	$ 1,700,000.00	$ 25,100,000.00
Natural Gas	$ 2,192,100.00	$ 2,712,400.00	$ 1,483,800.00	$ 2,916,000.00	$ 2,441,000.00	$ 11,745,300.00
	$ 36,503,600.00	$ 63,438,721.00	$ 44,839,352.00	$ 58,774,415.25	$ 35,541,396.06	**$ 239,097,484.31**

CAPITAL IMPROVEMENT PLAN

LARGE PROJECTS

TOWN

INFRASTRUCTURE & SERVICES

FIRE SERVICES



ACQUISITION: 5 TRUCKS
(Replacement & New)

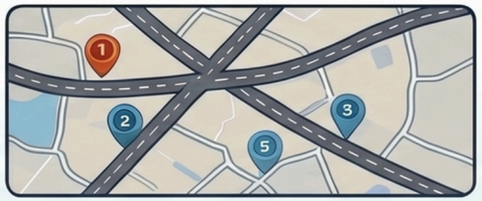


RELOCATE AIRPORT STATION



FIRE STATION 7:
NEW BUILD

ROADWAY & UTILITY RELOCATIONS



- Almaville Road Widening
- Lee Road
- Rock Springs / Old Nash Hwy
- Rocky Fork Almaville
- Weakly Lane Improvements

TRANSPORTATION
NETWORK UPGRADES

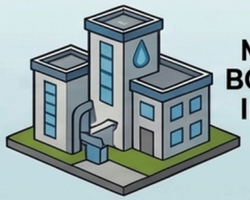
WATER & SEWER SERVICES



INFLOW &
INFILTRATION
REDUCTION



LYNWOOD
CONSTRUCTION
UPGRADES



MASON TUCKER
BOOSTER STATION
IMPROVEMENTS

PARKS & RECREATION



CEDAR STONE PARK:
PHASE 2 DEVELOPMENT



ROTARY PARK:
LAND EXPANSION & AMENITIES

*ALL PROJECTS SUBJECT TO UPDATES AND TIMELINES

CAPITAL IMPOVEMENT PLAN

FUTURE FUNDING OPTIONS



2027 FIRST READ BUDGET FEE SCHEDULE

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Celebrating 250 Years of American Independence

FEE SCHEDULE UPDATES

PARKS

PARKS DEPARTMENT	2025 - 2026	2026 - 2027	CHANGES
► Park Buildings			-
• Half Day Building Rental Fee Resident Discount	$125.00	$150.00	$25.00
• Half Day Building Rental Fee Non - Residents	$150.00	$200.00	$50.00
• Whole Day Building Rental Fee Resident Discount	$200.00	$225.00	$25.00
• Whole Day Building Rental Fee Non - Residents	$250.00	$300.00	$50.00
► Park Shelters & Facilities			-
• Half Day Rental Fee Non - Residents	$50.00	$60.00	$10.00
► Park Fields & Courts			-
• Lee Victory Football Field (2 hour rental increment)	$50.00	$100.00	$50.00
• Rotary Soccer Field (2 hour rental increment)	$50.00	$100.00	$50.00
• Todd Lane Field 3 (2 hour rental increment)	$50.00	$75.00	$25.00
► Outdoor Adventure Center			-
> Memberships			-
• Single (1 person)	$100.00	$125.00	$25.00
• Single All Inclusive	$150.00	$175.00	$25.00
• Double (2 people)	$125.00	$150.00	$25.00
• Douible All Inclusive	$175.00	$200.00	$25.00
• Family (up to 6 people)	$200.00	$225.00	$25.00
• Family All Inclusive	$250.00	$275.00	$25.00

FEE SCHEDULE UPDATES

PARKS

PARKS DEPARTMENT	2025 - 2026	2026 - 2027	CHANGES
> Summer Camps (5 days - 4 hrs per day)			-
• Member Fee (limited slots per week)	$75.00	$125.00	$50.00
• Non-Member Fee (limited slots per week)	$100.00	$150.00	$50.00
> Summer Camps (5 days - 8 hrs per day)			-
• Member Fee (limited slots per week)	$125.00	$175.00	$50.00
• After Camp Care	$25.00	$25.00	-
• Non-Member Fee (limited slots per week)	$150.00	$200.00	$50.00
• Scheduled Progams for Members (only per day)	$25.00	$35.00	$10.00
• Scheduled Progams for Non-Members (only per day)		$50.00	$50.00
> SOAC Field Trips			-
• Climbing Only (per child)	$4.00	$5.00	$1.00
• Climbing and Education (per child)	$5.00	$7.00	$2.00
> SOAC Mobile Adventures			-
• Travel Fee Outside Rutherford County (flat fee)	$20.00	$30.00	$10.00
> Facility Rentals			-
• Entire SOAC - 2 hrs		$450.00	$450.00
► Splashtown Pool & Splash Pad			-
> Pool Passes			-
• Single (1 person)	$100.00	$125.00	$25.00
• Double (2 people)	$125.00	$150.00	$25.00
• Family (up to 6 people)	$200.00	$225.00	$25.00

FEE SCHEDULE UPDATES

GOLF

GOLF COURSE	2025 - 2026	2026 - 2027	CHANGES
► Cart Fees			-
• 18 Holes	$16.00	$16.00	-
• 9 Holes	$8.00	$8.00	-
► Executive Course Green Fee			-
• Junior	$0.00	$10.00	$10.00
• Regular	$13.00	$14.00	$1.00
• Senior	$10.00	$11.00	$1.00
► FootGolf			-
• Junior	$0.00	$5.00	$5.00
► Green Fee Rates (Monday-Friday)			-
• 18 Holes	$33.00	$38.00	$5.00
• 9 Holes	$17.00	$20.00	$3.00
► Green Fee Rates (Weekend and Holiday)			-
• 18 Holes	$38.00	$43.00	$5.00
• 9 Holes	$20.00	$23.00	$3.00
► Junior Green Fees (Weekend and Holiday after 2pm)			-
• 18 Holes	$0.00	$18.00	$18.00
• 9 Holes	$0.00	$10.00	$10.00
► Junior Green Fees (Monday-Friday)			-
• 18 Holes	$0.00	$18.00	$18.00
• 9 Holes	$0.00	$10.00	$10.00

FEE SCHEDULE UPDATES

GOLF

GOLF COURSE	2025 - 2026	2026 - 2027	CHANGES
► Military Rate			-
• 18 Holes Weekday	$0.00	$27.00	$27.00
• 18 Holes Weekend	$0.00	$32.00	$32.00
• 9 Holes Weekday	$0.00	$15.00	$15.00
• 9 Holes Weekend	$0.00	$16.00	$16.00
► Senior Green Fee Pass			-
• In-Town - Every Six Months	$550.00	$600.00	$50.00
• Out-of-Town - Every Six Months	$650.00	$650.00	-
► Senior Green Fee Rates (Monday-Friday)			-
• 18 Holes	$19.00	$24.00	$5.00
• 9 Holes	$10.00	$13.00	$3.00
► Winter / Aerification Rate (Monday-Friday)			-
• 18 Holes	$28.00	$30.00	$2.00
• 9 Holes	$15.00	$16.00	$1.00
► Winter / Aerification Rate (Senior)			-
• 18 Holes	$14.00	$16.00	$2.00
• 9 Holes	$8.00	$9.00	$1.00
► Winter / Aerification Rate (Weekend and Holiday)			-
• 18 Holes	$32.00	$35.00	$3.00
• 9 Holes	$16.00	$19.00	$3.00

FEE SCHEDULE UPDATES

GENERAL SESSIONS

JUDICIAL - GENERAL SESSIONS	2025 - 2026	2026 - 2027	CHANGES
► Costs			-
• Base Cost	$60.00	$55.00	($5.00)
• Booking Fee 40-7-122		$10.00	$10.00
• Computerization Fee	$4.00	$7.00	$3.00
• Court Clerk Education Fee		$1.87	$1.87
• Court Room Security	$2.00	$5.00	$3.00
• Service of Process- In Person/ Attempted Service	$40.00	$50.00	$10.00
• Subpoena	$6.00	$10.00	$4.00
• Archive and Record Management Fee (6-54-136)		$5.00	$5.00
• County Litigation Tax (District Attorney General Conf)		$0.63	$0.63
• Jail/Courthouse Building Local Litigation Tax (67-4-601 (b)(5)		$25.00	$25.00
• Interlock Device Fee - DUI Charges (67-4-601 (b)(1)		$10.00	$10.00
• Judicial Commissioner Education	$0.04	$0.13	$0.09
• Local Litigation Tax Judge 16-15-5006		$6.00	$6.00
• State Litigation Tax	$0.59	$1.99	$1.40
• Victim Notification Fund	$0.06	$0.20	$0.14

FEE SCHEDULE UPDATES

TRAFFIC

JUDICIAL - JUVENILE COURT	2025 - 2026	2026 - 2027	CHANGES
► Costs			-
• Court Costs	$79.05	$79.35	$0.30
• Court Costs- Texting While Driving	$9.05	$8.10	($0.95)
► Fee			-
• Archive and Record Management Fee		$5.00	$5.00
			-
JUDICIAL - MUNICIPAL COURTS	2025 - 2026	2026 - 2027	CHANGES
► Traffic Costs			-
• $10.00 Court Cost- Texting While Driving	$9.05	$8.10	($0.95)
• $125.00 Court Cost	$124.05	$123.10	($0.95)
• $160.00 Guilty Court Cost	$159.05	$158.10	($0.95)
• $80.00 Court Cost- All Other Violations	$79.05	$79.35	$0.30
► Traffic Fees			-
• Archive and Record Management Fee		$5.00	$5.00

FEE SCHEDULE UPDATES

PROBATION

PROBATION	2025 - 2026	2026 - 2027	CHANGES
► Daily Alcohol Monitoring Fee	$10.00	$0.00	($10.00)
► GCMS Confirmation	$25.00	$45.00	$20.00
► Instant Alcohol Screens	$0.00	$20.00	$20.00

FEE SCHEDULE UPDATES

STORMWATER

STORMWATER	2025 - 2026	2026 - 2027	CHANGES
• ERU Base Rate	$3.47 Per ERU	$4.50 Per ERU	$1.03 Per ERU
○ <= 3,543 Sq Ft Impervious Surface	$3.47 Flat Rate	$4.50 Flat Rate	$1.03 Flat Rate
○ > 3,543 Sq Ft Impervious Surface	$3.47 x # of ERU's	$4.50 x # of ERU's	$1.03 x # of ERU's
◘ *Exempt Property User Fee*			-
◘ *Other Developed Property User Fee*	$3.47 x # of ERU'S	$4.50 x # of ERU'S	$1.03 x # of ERU's
◘ *Single Family Residential User Fee*			-
○ <= 10,000 Sq Ft Impervious Surface	$3.47 Flat Rate	$4.50 Flat Rate	$1.03 Flat Rate
○ > 10,000 Sq Ft Impervious Surface	$3.47 x # of ERU's	$4.50 x # of ERU's	$1.03 x # of ERU's
◘ *Vacant/Undeveloped Property User Fee*			-
○ < 1,800 Sq Ft Impervious Surface	-	-	-
○ > 1,800 Sq Ft Impervious Surface	$3.47 Min or $3.47 x # of ERU's	$4.50 Min or $4.50 x # of ERU's	$1.03 Min or $1.03 x # of ERU's

FEE SCHEDULE UPDATES

WATER

UTILITIES - WATER	2025 - 2026	2026 - 2027	CHANGES
► Usage Charge/Rates			-
• Inside Town Limits			-
◘ *For First 2,000 Gallons*	$14.04	$14.46	$0.42
◘ *Per 1,000 Gallons for next 3,000 Gallons*	$4.38	$4.51	$0.13
◘ *Per 1,000 Gallons for next 5,000 Gallons*	$4.98	$5.13	$0.15
◘ *Per 1,000 Gallons over 10,000 Gallons*	$5.56	$5.73	$0.17
• Irrigation - Residential			-
◘ *For First 2,000 Gallons*	$14.04	$14.46	$0.42
◘ *Per 1,000 Gallons for next 3,000 Gallons*	$4.38	$4.51	$0.13
◘ *Per 1,000 Gallons for next 5,000 Gallons*	$4.98	$5.13	$0.15
◘ *Per 1,000 Gallons over 10,000 Gallons*	$5.56	$5.73	$0.17
• Irrigation Meter - Commercial			-
◘ *For First 10,000 Gallons*	$5.57	$5.73	$0.16
◘ *Minimum Charge*	$26.99	$27.80	$0.81
◘ *Per 1,000 Gallons for next 15,000 Gallons*	$6.46	$6.65	$0.19
◘ *Per 1,000 Gallons for next 25,000 Gallons*	$7.13	$7.35	$0.22
◘ *Per 1,000 Gallons over 50,000 Gallons*	$8.19	$8.43	$0.24

FEE SCHEDULE UPDATES

WATER

UTILITIES - WATER	2025 - 2026	2026 - 2027	CHANGES
► Usage Charge/Rates			-
• Outside Town Limits			-
◘ *For First 2,000 Gallons*	$17.20	$17.72	$0.52
◘ *Per 1,000 Gallons for next 3,000 Gallons*	$6.46	$6.65	$0.19
◘ *Per 1,000 Gallons for next 5,000 Gallons*	$7.13	$7.35	$0.22
◘ *Per 1,000 Gallons over 10,000 Gallons*	$8.19	$8.43	$0.24
• Pre Certificate of Occupancy Rate			-
◘ *Per 1,000 Gallons*	$4.38	$4.51	$0.13
• Wholesale			-
◘ *For First 2,000 Gallons*	$14.71	$15.15	$0.44
◘ *Per 1,000 Gallons for next 3,000 Gallons*	$4.51	$4.64	$0.13
◘ *Per 1,000 Gallons for next 5,000 Gallons*	$5.24	$5.40	$0.16
◘ *Per 1,000 Gallons over 10,000 Gallons*	$5.78	$5.96	$0.18

FEE SCHEDULE UPDATES

SEWER

UTILITIES - WASTEWATER	2025 - 2026	2026 - 2027	CHANGES
► Usage Charge/Rates			-
• Inside Town Limits			-
◘ *For First 2,000 Gallons*	$21.62	$22.05	$0.43
◘ *Per 1,000 Gallons Over 2,000 Gallons*	$5.78	$5.89	$0.11
• Outside Town Limits			-
◘ *For First 2,000 Gallons*	$32.26	$32.91	$0.65
◘ *Per 1,000 Gallons Over 2,000 Gallons*	$7.70	$7.86	$0.16
• Pre Certificate of Occupancy Rate (Per 1,000 Gallons)	$5.78	$5.89	$0.11
• Repurified		.	-
◘ *Minimum Charge*	$21.99	$22.43	$0.44
◘ *Per 1,000 Gallons (April - October)*	$3.24	$3.30	$0.06
◘ *Per 1,000 Gallons (November - March)*	$1.76	$1.79	$0.03

FEE SCHEDULE UPDATES

NATURAL GAS

UTILITIES - NATURAL GAS	2025 - 2026	2026 - 2027	CHANGES
► Usage Charge/Rates			-
• All Users (Base + Usage)			-
◘ *Base Minimum Rate - Commercial*	$35.00	$35.00	-
◘ *Base Minimum Rate - Large*		$70.00	$70.00
◘ *Base Minimum Rate - Residential*	$6.00	$7.50	$1.50
◘ *Usage Rate*	Cost + $2.35 per MCF	Cost + $2.50 per MCF	$0.15 per MCF

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 7.c.
Department: Finance

Date: May 12, 2026

Subject:
Consideration of an Ordinance to approve year-end budget amendments for Fiscal Year 2026.

Fiscal Impact:
Most amendments will have a net fiscal impact of $0. The increase in expenditures will be offset by either decreases in other expenditures or increases in revenue estimates.

Contract Type:

Contract Term (if applicable):

Background:
Budget amendments are routine updates that ensure actual expenditures align with balanced budgeting practices. These unexpected expenditures must be approved by Council and adopted by ordinance in the same manner as the original budget. Amendments are submitted to the Comptroller of the Treasury at year-end.

Summary:
The proposed budget amendments primarily consist of one large year-end transfer of excess revenues to the Capital Project Funds. These funds have been earmarked for specific expenditures, as discussed at the FY27 Budget Retreat. The remaining amendments relate to updated personnel projections for Police overtime and Fire Salaries, un-budgeted contractual services for software implementation, and other unanticipated projects.

Recommended Council Action:
Staff recommends approval of these proposed amendments

Attachments:
1. Ordinance #26-25- Amendment #1 - Apr Workshop
2. Amendment #1 - Apr Workshop ORD#26-25 - Supplemental

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. **26-25**

AN ORDINANCE to amend Ordinance **No. 25-14**, adopting the **2025-2026** Fiscal Year Budget.

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

Section 1. The budget document for the 2025-2026 fiscal year, as set forth in Ordinance No. 25-14, be, and it hereby is, amended as follows:

GENERAL FUND

Revenues		**Increase**	**Decrease**
110-35130	Traffic School	$ 12,000	
To reflect revenue earned from additional classes			
110-33556	TELTA Grant Receipts	$ 36,500	
To reflect grant reimbursement receipts for police training			

Expenses		**Increase**	**Decrease**
110-41720-254	Public Works - Engineering	$ 42,600	
To fund portion of Barge Contract for Industrial Blvd over original estimate			
110-41100-148	Legis - Training		$ 1,400
110-41100-289	Legis - Travel		$ 10,000
110-41100-320	Legis - Operating Supplies		$ 500
110-41100-799	Legis - Sundry		$ 2,000
110-41990-236	Admin - Advertising & Promotions		$ 8,600
110-43100-111	Streets - Salaries		$ 5,600
110-43100-290	Streets - Contractual Services		$ 50,000
110-44700-111	Parks - Salaries		$ 20,000
110-44700-143	Parks - Retirement Match		$ 20,000
110-44700-241	Parks - Utilities		$ 70,000
110-45000-111	Event - Salaries		$ 73,000
To reflect anticipated savings			
110-43400-290	Cemetery Contractual Services	$ 13,000	
To fund additional tree service			
110-41210-112	Judicial - Overtime	$ 6,000	
110-41220-112	General Sessions - Overtime	$ 6,000	
To fund additional overtime due to increased activity			

Expenses (Continued)		**Increase**	**Decrease**
110-42100-150	Police - TLETA Training	$ 36,500	
To appropriate funds for grant reimbursed training programs			
110-42200-111	Fire - Salaries	$ 500,000	
To fund additional hours previously absorbed by vacancies			
110-41700-143	Plan - Retirement Match		$ 14,100
110-41720-143	Public Works - Retirement Match		$ 7,000
110-41800-143	BGM - Retirement Match		$ 7,100
110-41991-143	Admin - Retirement Match		$ 21,100
110-41992-143	Treasury - Retirement Match		$ 14,100
110-42100-143	Police - Retirement Match		$ 42,700
110-43100-143	Street - Retirement Match		$ 42,700
110-43170-143	Vehicle Maint - Retirement Match		$ 14,100
110-45000-143	Event - Retirement Match		$ 7,100
To reflect decrease in annual pension contribution due			
110-41100-940	Legis - Transfer to Capital	$ 22,500	
110-41250-940	Probation - Transfer to Capital		$ 10,000
110-41700-940	Plan - Transfer to Capital		$ 100,000
110-43100-988	Streets - Transfer to Capital		$ 150,000
110-44700-940	Parks - Transfer to Capital	$ 40,000	
110-45000-940	Event - Transfer to Capital	$ 73,000	
To fund Capital Projects			
110-50000-792	Transfer to Capital	$ 2,500,000	
To record estimated year end transfer of excess General Fund Revenues			
Equity			
110-27100	Fund Balance		$ 2,500,000
To record estimated year end transfer of excess General Fund Revenues			

STORM WATER FUND

Expenses		**Increase**	**Decrease**
127-43900-940	Storm - Transfer to Capital	$ 250,000	
To fund Capital Projects			

Equity		**Increase**	**Decrease**
127-27100	Fund Balance	$ 250,000	
To fund Capital Projects			

CAPITAL PROJECTS FUND

Revenues		**Increase**	**Decrease**
320-34730	Transfer from General Fund		$ 124,500
320-34770	Transfer from Strormwater	$ 250,000	
To reflect transfer from other funds- to adjust capital expenses			
320-34730	Transfer from General Fund	$ 2,500,000	
To record estimated year end transfer of excess General Fund Revenues			

Expenses		**Increase**	**Decrease**
320-41100-944	Legis - Council Chamber Updates	$ 22,500	
To fund new computers and countertop updates			
320-41250-944	Probation - Software		$ 10,000
To reflect original estimate exceeding actual costs			
320-41700-944	Plan - Comprehensive Plan		$ 100,000
To reflect savings due to the timing of contracted expenses			
320-43100-988	Streets - Signs		$ 150,000
To reflect delayed monument signs			
320-44700-947	Parks - Trucks	$ 40,000	
To fund FY25 truck that arrived in FY26			
320-45000-962	Event - Building Improvements	$ 32,000	
320-45000-946	Event - Heavy Equipment	$ 19,000	
To fund FY27 budget requests in FY26, offset by savings			
320-45000-946	Event - Heavy Equipment	$ 15,000	
To fund increased price of dishwasher due to steel tariffs			
320-45000-963	Event - Audio Equipment	$ 7,000	
To fund AV upgrades over original estimate			
320-43900-957	Storm - Brush Truck	$ 250,000	
To fund 2 used trucks			

Equity			
320-27100	Fund Balance	$ 2,500,000	
To record estimated year end transfer of excess General Fund Revenues			

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

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

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

TOWN OF SMYRNA, TENNESSEE

_____
Mary Esther Reed, Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

FY26 Year-end Budget Amendments - First Read

Account	Account Description	Funding Source	Amendment	Notes	Dept
110-41720-254	Engineering	General Fund	$ 42,600.00	Barge contract for Industrial Blvd over original estimate	Pub Wks
110-43100-290	Streets Contractual	General Fund	$ (50,000.00)	Move budget to Public Works	Streets
		TOTAL	$ (7,400.00)		
110-43400-290	Cemetery Contractual	General Fund	$ 13,000.00	Tree service	Cem
110-43100-111	Streets Salaries	General Fund	$ (5,600.00)	Anticipated Savings	Streets
		TOTAL	$ 7,400.00		
320-41100-944	Legislative	General Fund	$ 22,500.00	Update to Council Chamber computers and countertop	Legis
Multiple	Legislative	General Fund	$ (13,900.00)	$10k from travel, $500 from office supplies, $2k from sundry, and $1.4k from training	Legis
110-41990-236	Admin Advertising & Promotions	General Fund	$ (8,600.00)	Anticipated Savings	Admin
		TOTAL	$ -		
110-41210-112	Judicial OT	General Fund	$ 6,000.00	Additional Overtime due to additional activity	Judicial
110-41220-112	GS OT	General Fund	$ 6,000.00	Additional Overtime due to additional activity	Gen Sess
110-35130	Traffic School	General Fund	$ (12,000.00)	Additional Traffic School Revenue	Traff
		TOTAL	$ -		
110-42100-150	TLETA Training	General Fund	$ 36,500.00	Police training covered by state grants funds	PD
110-33556	TLETA Grants	General Fund	$ (36,500.00)	Police training covered by state grants funds	PD
		TOTAL	$ -		

FY26 Year-end Budget Amendments - First Read

Account	Account Description	Funding Source	Amendment	Notes	Dept
110-42200-111	Fire Salaries	General Fund	$ 500,000.00	Additional fire hours	Fire
Multiple	Pension Funding	General Fund	$ (170,000.00)	Annual pension contribution recommended by consultants is less than budgeted amounts	Multiple
110-44700-241	Parks Utilities	General Fund	$ (70,000.00)	Anticipated Savings	Parks
320-41250-944	Probation Software	General Fund	$ (10,000.00)	Anticipated Savings	Probation
320-41700-944	Plan Comprehensive Plan	General Fund	$ (100,000.00)	This project is contracted for $235k, only anticipating to spend half in FY26	Plan
320-43100-988	Streets Signs	General Fund	$ (150,000.00)	Project to roll to FY27	Streets
		TOTAL	$ -		
320-44700-947	Trucks	General Fund	$ 40,000.00	FY25 truck arrived in FY26	Parks
110-44700-143	Parks Retirement	General Fund	$ (20,000.00)	Anticipated Savings	Parks
110-44700-111	Parks Salaries	General Fund	$ (20,000.00)	Anticipated Savings	Parks
		TOTAL	$ -		
320-45000-946	Heavy Equipment	General Fund	$ 15,000.00	Additional over original estimate due to tariff on steel	Event
110-45000-111	Event Salaries	General Fund	$ (73,000.00)	Anticipated Savings	Event
320-45000-962	FY27 cap requests	General Fund	$ 51,000.00	FY27 requests moved to FY26	Event
320-45000-963	AV System	General Fund	$ 7,000.00	Additional over original estimate	Event
		TOTAL	$ -		

FY26 Year-end Budget Amendments - First Read

Account	Account Description	Funding Source	Amendment	Notes	Dept
320-43900-957	Storm Brush Trucks	Storm Water	$ 250,000.00	Potential purchase of 2 used brush trucks	Storm
127-27100	Fund Balance	Storm Water	$ (250,000.00)	Additional over original estimate	Storm
		TOTAL	$ -		

$ -

Net Amendments

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 7.d.
Department: Finance

Date: May 12, 2026

Subject:
Consideration of an Ordinance adopting the property tax rate for fiscal year 2026-2027.

Fiscal Impact:
The current tax rate of $0.5257 is estimated to result in approximately $16.2 million in revenue. This estimate includes the historic 98% collections rate. In theory, adopting the certified tax rate will result in approximately the same amount of revenue. Current year property tax revenue is budgeted in 110-31100.

Contract Type:

Contract Term (if applicable):

Background:
This ordinance establishes the property tax rate for fiscal year 2026-2027. This rate is applied per hundred dollars assessed. Residential properties are assessed at 25% of the appraised value. Therefore, the calculation to determine tax owed per parcel:

Appraised Value x 25% = Assessed Value
(Assessed Value / 100) x .5257 = Property Tax Owed

The Rutherford County Trustee's office has been collecting Town of Smyrna property taxes since FY 2017. Their main office is located in the historic Rutherford County courthouse, with a satellite location in the County Clerk's office located at 205 I Street in Smyrna.

Summary:
Staff recommendation at this time is to maintain the same rate.

FY27 is a reappraisal year. Reappraisals occur in 4-year cycles in Rutherford County. This state-mandated process updates property values to reflect current market trends to ensure equitable tax distribution. In order to maintain the same tax rate, the Town must accept the certified tax rate. This new rate ensures the average citizen's tax bill will remain approximately the same as the previous year, unless the property owner has

completed a recent improvement. This rate is calculated by the Rutherford County Property Assessor. More information regarding the reappraisal process can be found directly on the Assessor's website: rcpatn.com

The new assessment report and certified tax rate will be made available in May. This update will be reflected in the Second Reading.

Recommended Council Action:
Staff recommends approval of the ordinance adopting the tax rate

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Attachments:
1. Ordinance #26-27
2. Property Tax Ordinance Supplemental

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-27

AN ORDINANCE establishing the property tax levy for the fiscal year beginning July 1, 2026 and ending June 30, 2027.

BE IT ORDAINED by the Town Council of the Town of Smyrna that the combined property tax rate for the Town of Smyrna, Tennessee for the fiscal year beginning July 1, 2026 and ending June 30, 2027 shall be fifty-two point fifty-seven cents (.5257) on each One Hundred Dollars ($100.00) of assessed taxable property, which is to provide revenue for the budget hereinabove enacted.

BE IT FURTHER ORDAINED by the Town Council of the Town of Smyrna that this Ordinance shall take effect from and after its adoption on second and final reading and its provisions shall be enforced from and after July 1, 2026, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the 12th day of May, 2026.

PASSED on second reading by the Town Council the 9th day of June, 2026.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

PUBLIC NOTICE

The proposed rate of 0.5257 is preliminary and is expected to change upon completion of the 2026 reappraisal cycle.

Reappraisal Cycles

Reappraisal is conducted in Rutherford County pursuant to Tennessee State Law. Counties are required to periodically update property values to reflect current market value. This process eliminates inequities that happen over time by changes in the real estate market. Reappraisal works to ensure fairness to all property owners.

Rutherford County performs this state mandated mass reappraisal every 4 years. The last reappraisal was in 2022 with the next one being in 2026.

Certified Tax Rates

To prevent a sudden tax windfall, local governments are required to accept a new lower tax rate. This "revenue-neutral" rate is known as the certified tax rate; it generates roughly the same amount of revenue as the previous year.

Therefore, the certified tax rate ensures the average citizen's tax bill will remain approximately the same. A tax bill will increase if a property owner has competed a recent improvement to their parcel.

This rate is calculated by the Rutherford County Property Tax Assessor and reviewed by the State Board of Equalization.

Smyrna's certified tax rate is expected to be issued in May 2026.

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 7.e.
Department: Administration

Date: May 12, 2026

Subject:
Consideration of an Ordinance adjusting the pay for the Town Court Clerk.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
In accordance with the Charter of the Town of Smyrna, Tennessee, Article 9, Section 9.04(c), the salary of the Town Court Clerk shall be an amount set by the Town Council ordinance.

Summary:
At the special-called meeting on April 28, 2026, within the budget retreat follow-up discussion, Town Manager, David Santucci, discussed increasing the pay of the Court Clerk position to be more in line with the current market rate. Director of Human Resources, Jeff Craig, provided the Council with surrounding market numbers. Following discussion, council requested that an Ordinance be put forward at the next regular council meeting to increase the pay of the Town's Court Clerk beginning upon the next elected term of the position.

Recommended Council Action:
Staff recommends approving adjustments warranted to the Town Court Clerk's pay.

Attachments:
1. Ordinance #26-28-Proposed Court Clerk Pay

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-28

AN ORDINANCE relative to the increase in the annual salary of the Town of Smyrna Municipal Court Clerk.

WHEREAS, the Town Council has directed a salary study to be performed relating to the compensation of its elected officials; and

WHEREAS, the results of this salary study indicated the Town of Smyrna's Municipal Court Clerk's current salary is substantially lower than the salaries of Municipal Court Clerks serving in comparably populated localities and performing substantially similar duties; and

WHEREAS, this salary study has recommended that the Municipal Court Clerk's annual salary be increased from $93,899.51 to $106,000 commencing with the beginning of a new term of office for the Municipal Court Clerk on August 31, 2026; and

WHEREAS, the Town Council feels it is important that the Town of Smyrna's employees, including its elected officials, be compensated at the appropriate market rate; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 9, Section 9.04(c), the salary of the Town Court Clerk shall be an amount set by the Town Council ordinance.

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

Section 1. That, based upon the results of the salary study directed by Town Council, the annual salary of the Municipal Court Clerk shall be increased from $93,899.51 to $106,000 commencing with the beginning of a new 4-year term of office for the Municipal Court Clerk on August 31, 2026. .

Section 2. This ordinance shall take effect on August 31, 2026, the public health and welfare of the Town of Smyrna requiring it.

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

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

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 7.f.
Department: Fire Department

Date: May 12, 2026

Subject:
Consideration of an Ordinance updating Municipal Code Title 7: Fire Protection and Fireworks, Chapter 5: Open Burning, Subsections 7-501—7-509.

Fiscal Impact:
N/A

Contract Type:

Contract Term (if applicable):
N/A

Background:

Proposed Amendments to the Town of Smyrna Municipal Code; Title 7: FIRE PROTECTION AND FIREWORKS; Chapter 5: OPEN BURNING; Subsections 7-501—7-509

The purpose of this proposed ordinance amendment is to strengthen and clarify existing regulations governing open burning within the Town of Smyrna. The current ordinance contains broad and somewhat vague language that lacks clearly defined standards for critical factors such as permissible burn times, required setback distances, and other operational requirements. Additionally, it does not explicitly reference or align with the provisions of the adopted fire code, creating potential gaps in enforcement and consistency. This amendment is intended to establish more precise, enforceable guidelines that enhance public safety, improve quality of life, and ensure compliance with recognized fire prevention standards.

From a safety perspective, tighter controls on open burning reduce the risk of unintended fire spread, particularly in areas with increased development, limited access, or variable weather conditions. By requiring permits, establishing clear setback distances, and limiting allowable materials, we significantly decrease the likelihood of structure fires, wildland fires, and related emergencies.

In terms of community well-being, stricter regulations help minimize nuisance impacts

such as excessive smoke, odors, and airborne particulates that can affect nearby residents. This is especially important in densely populated or mixed-use areas, where open burning can negatively impact health, visibility, and overall community comfort.

Finally, adopting enhanced requirements that combine overall quality of life with established guidelines consistent with IFC Section 307 provides a standardized, nationally recognized framework for regulating open burning. This ensures that local policies are based on proven best practices and supports consistency in enforcement.

Together, these factors support a proactive approach to fire prevention while balancing the needs and expectations of the community.

Summary:

The proposed ordinance amendment will strengthen and clarify existing regulations governing open burning within the Town of Smyrna.

Recommended Council Action:

Staff recommends Council approval of the proposed amendments to the Town of Smyrna Municipal Code; Title 7: FIRE PROTECTION AND FIREWORKS; Chapter 5: OPEN BURNING; Subsections 7-501—7-509.

Attachments:

1. Ordinance #26-24 (Open Burning)
2. Redline Version

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-24

AN ORDINANCE relative to the amendment of the Town of Smyrna Municipal Code, Title 7 “Fire Protection and Fireworks” Chapter 5 "Open Burning”.

WHEREAS, it is the wish of the Town Council to strengthen and clarify existing regulations governing open burning within the Town of Smyrna;

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(v), Town Council shall have the power to [d]efine, 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;

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 7 “Fire Protection and Fireworks”, Chapter 5 “Open Burning” 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 5: OPEN BURNING (REDLINE VERSION)

§ 7-501 - PURPOSE.

The purpose of this chapter is to prevent fires that may be hazardous to life and property, eliminate potentially dangerous accumulations of combustible materials, and to assist the city in eliminating unlawful, unnecessary, and indiscriminate burning.

This chapter is further intended to establish clear and enforceable standards for open burning, including specific requirements for burn types, time limitations, distances, and safety measures, consistent with recognized fire safety standards.

(2007 Code, § 7-501)

§ 7-502 - PERMIT REQUIRED.

1. No open burning shall be permitted within the town without a permit, except as provided in § 7-506.
2. A permit may be issued at no charge pursuant to this chapter for the destruction of leaves, grass, and other natural vegetation which has been cut and stacked, or raked, as a result of residential, commercial, industrial, or institutional yard clean-up.

3. Open burning permits shall be categorized as follows:
   (a) Land clearing/development burning;
   (b) Residential yard waste burning;
   (c) Recreational Fires.

4. All such permits shall be available for inspection throughout the period of time the permit is issued and the open burning is in progress.

(2007 Code, § 7-502)

Cross reference— Penalty, see § 7-508

§ 7-503 - PERMIT APPLICATION.

To obtain a permit required by this chapter, the applicant shall contact the town's Fire Department to request a permit. ~~The Fire Department may issue an open burning permit in its discretion considering fire safety hazards.~~ The Fire Department may impose specific conditions on any permit, including but not limited to burn location, materials, time restrictions, weather considerations, and required safety equipment.

(2007 Code, § 7-503)

§ 7-504 - AUTHORITY TO SUSPEND PERMIT/BURNING.

1. Regardless of any established permit period, the Fire Chief or his or her designee shall have the authority to forbid, restrict, or suspend any and all burning or cancel any permit upon determining that weather or other conditions are unfavorable or hazardous for outdoor fires.
2. The Fire Chief or his or her designee in granting or denying such permission, shall take into consideration the atmospheric conditions, the site of the proposed burning in relation to proximate structures, the availability of fire suppression equipment at the site, the attendance of a competent person during the burning, and any other local conditions that might make such a fire hazardous.
3. The Fire Chief or designee may require additional safeguards, including the use of air curtain destructors, burn pits, or other approved methods, based on the scope and location of the burn.

(2007 Code, § 7-504)

§ 7-505 - COMPLIANCE WITH CHAPTER.

1. The person to whom the permit is issued shall be the person responsible for any consequences of action for any damages, injuries, or claims resulting from such burning or for responsibility of obtaining any other permit that may be required.

2. A garden hose and water supply or other fire extinguishing equipment must be on hand and a competent person in constant attendance until all fire has been extinguished.
3. ~~The location of the fire shall not be less than 50 feet from any structure and adequate provision shall be made to prevent fire from spreading within 50 feet of any structure.~~

(2007 Code, § 7-505)

§ 7-505.1 – LAND CLEARING / DEVELOPMENT BURNING (NEW)

Open burning for the purpose of clearing vegetation for development or land use change shall comply with the following:

- A permit must be obtained prior to burning.
- The property shall be a minimum of twenty (20) acres in size.
- Burning shall occur no less than five hundred (500) feet from any property line, structure, roadway, walkway, or other exposure as determined by the Fire Department.
- Materials burned shall be limited to on-site vegetation only.
- Burning shall occur within a pit and utilize an air curtain destructor or approved incinerator as required by the Fire Department.
- Burning shall be permitted only Monday through Friday between 8:00 a.m. and dusk.
- Fires shall be constantly attended by a responsible person until fully extinguished.

§ 7-505.2 – RESIDENTIAL YARD WASTE BURNING (NEW)

Open burning for residential disposal of yard waste shall comply with the following:

- A permit must be obtained.
- The property shall be a minimum of three (3) acres in size.

- The burn area shall be at least fifty (50) feet* from any structure or combustible material.
- The burn area shall be at least one hundred (100) feet from any adjacent property containing a residence or occupied structure.
- Materials burned shall consist solely of leaves and tree limbs originating from the property.
- The Fire Department may require the use of an air curtain destructor based on hazard conditions.
- Burning shall occur only between 8:00 a.m. and dusk.
- Fires shall be constantly attended until extinguished.

§ 7-506 - EXEMPTIONS.

The following type of outdoor fires are exempt from the permit process:

1. Contained cooking fires;
2. ~~Fire in outdoor fire pits or fireplaces;~~
3. Recreational fires, including outdoor fire pits, fireplaces, burn barrels, and portable grills, subject to § 7-506.1;
4. Open fires for the training and instruction of firefighting personnel; and
5. Heating on construction projects, provided the burning is in a suitable metal container.

(2007 Code, § 7-506)

§ 7-506.1 – RECREATIONAL FIRES (NEW)

Recreational fires shall be permitted without a permit provided that:

- Open fires shall be at least twenty-five (25) feet* from any structure or combustible material.
- Portable fireplaces, grills, and similar devices shall be at least fifteen (15) feet* from structures.

- The fire shall be contained with a maximum fuel area not exceeding seven (7) square feet*.
- Materials burned shall consist only of wood, vegetation, or charcoal.
- The burning of garbage, trash, rubber, asphalt, or other prohibited materials is strictly prohibited.
- Fires shall be constantly attended by a responsible person until extinguished.

§ 7-507 - UNAUTHORIZED BURNING PROHIBITED.

The open burning of any garbage, trash, rubbish, construction debris, waste material, or any other type of combustible material by any person, firm, or corporation is hereby prohibited, except as provided in this chapter.

This prohibition includes, but is not limited to, the burning of household waste, treated wood, plastics, rubber, asphalt products, and any material that produces toxic or excessive smoke.

§ 7-508 - VIOLATION AND PENALTY.

The violation of any provision of this chapter is punishable under the general penalty provision of this municipal code. Each day a violation is allowed to continue shall constitute a separate offense.

§ 7-509 – HOURS AND GENERAL CONDITIONS (NEW)

Unless otherwise approved by the Fire Department, all permitted burning shall occur only between the hours of 8:00 a.m. and dusk.

All fires shall be subject to immediate extinguishment upon order of the Fire Department.

* International Fire Code (IFC) Section 307 Standards

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 7.g.
Department: Administration

Date: May 12, 2026

Subject:
Consideration of an Employment Agreement with Kyle Evans for the Town Attorney position.

Fiscal Impact:

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
Town Attorney, Jeff Peach, ended his thirty (30) year tenure with the Town of Smyrna effective May 1, 2026. With this, the Town sought applications to fill the position.

Summary:
Kyle Evans was interviewed via a special-called meeting on April 28, 2026, along with other finalist candidate(s). Following the interview and presentations, council decided to begin negotiations with Mr. Evans through the Town Attorney and Human Resources Director. Negotiations were successful and an Employment Agreement drafted. This agreement is attached for your consideration and approval in hiring the Town Attorney position.

Recommended Council Action:
Staff recommends approval of the attached Employment Agreement with Kyle Evans for the Town Attorney position.

Attachments:
1. Employment Agreement- Kyle Evans

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of the last date signed below ("Effective Date") by and between the Town of Smyrna, a Tennessee municipal corporation ("Employer"), and Kyle Evans ("Employee").

1. **Term.** This Agreement will remain in full force and effect from the Effective Date until terminated by Employer or Employee as provided herein.

2. **Licensure and Certification.** Employee warrants that Employee is licensed to practice law in the State of Tennessee without limitation. Employee must and agrees to maintain Employee's license to practice law in good standing throughout the term of this Agreement as a condition of employment.

3. **Applicable Law.** For purposes of this Agreement, the term "Applicable Law" means all laws pertinent, relevant, or governing a particular person, office, conduct, action, transaction, document, subject, power, duty, or responsibility, including all pertinent, relevant, or governing common law and equitable principles, state and federal statutes, rules, and regulations, the Charter Laws of the Town of Smyrna ("Charter"), the Smyrna Town Code ("Town Code"), and non-codified ordinances and resolutions adopted by the Smyrna Town Council.

4. **Duties and Authority.**

   4.1 Employer employs the Employee as Town Attorney to perform the duties specified in Article VIII of the Charter and to perform other legally permissible and proper duties and functions of the position, including Employer's job description for the Town Attorney position.

   4.2 Employee shall manage all other employees of Employer's Legal Department consistent with the policies of the governing body and Employer's ordinances and charter.

   4.3 All duties assigned to Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

   4.4 Employee will perform the duties of Town Attorney with reasonable care, diligence, skill and expertise, and all duties assigned to Employee by Town Council will be appropriate to and consistent with the professional role and responsibility of Employee.

   4.5 Employee or Employee's designee shall attend all public meetings of the Town Council, both public and closed, and shall be permitted to attend any other meetings of the governing body, with the exception of those closed meetings devoted to the subject of this Agreement or any amendment thereto.

   4.6 Employer cannot reassign Employee to another position without Employee's express written consent. Absent the Employee's written consent, Employee's

reassignment to another position shall constitute termination without cause under Section 10.2 of this Agreement.

5. Compensation.

5.1 Employer agrees to pay Employee an annual base salary of One Hundred and Ninety-Three Thousand Dollars ($193,000.00) payable in installments at the same time that the other Town employees are paid ("Initial Salary"). After the Effective Date, this Agreement will be automatically amended to reflect any salary adjustments that are provided or required by Employer's compensation policies to include all salary adjustments on the same basis as applied to all other Town employees.

5.2 On an annual basis, Council will consider an increase in Employee's compensation. Such increase may be in the form of a salary increase, performance incentive, an increase in benefits, or a combination of methods but shall at least be the economic equivalent to that applied to the executive classification of employees, if any, and if not to that applied to all other Town employees.

5.3 At any time during the term of the Agreement, Employer may in its discretion review and adjust the salary of Employee, but in no event may Employee be paid less than the Initial Salary of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, will be made pursuant to a lawful action of Town Council, and in which case Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

5.4 Except as otherwise provided in this Agreement, Employee is entitled, at a minimum, to the highest level of benefits enjoyed by and available to other employees, department heads or general employees of Employer as provided by Employer's policies, the Charter, Ordinances, personnel rules and regulations, or other practices.

6. Health, Disability and Life Insurance Benefits.

6.1 Employer agrees to provide and to pay the Town's portion of the premiums for health, vision, and dental insurance for Employee and his dependents, long-term disability insurance, and life insurance that are at least equal to that which is provided to all other employees of the Town.

7. Paid Time-Off.

7.1 Employee is entitled to accrue unused PTO, limited to 480 hours, and in the event, Employee is separated from Employer's employment, either voluntarily or involuntarily, Employee will be compensated for all accrued PTO, up to 480 hours.

7.2 Employee shall be provided 10 (ten) days of Paid Time-Off upon his start date of employment in addition to the accrual referenced in 7.1 above.

8. General Business Expenses.

8.1 Employer agrees to budget and pay for licensing fees or charges that are required of lawyers to practice law in the State of Tennessee and professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. These include: the International Municipal Lawyers Association (IMLA), the Tennessee Municipal Attorneys Association (TMAA), the Tennessee Bar Association, and the Rutherford/Cannon County Bar Association.

8.2 Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the IMLA Annual Conference, TMAA conferences, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

8.3 Employer also agrees to budget and pay for tuition, travel, and subsistence expenses of Employee for short courses, institutes, and seminars as approved by Employer that are necessary for the Employee's professional development and maintenance of the Employee's required licensure and certification and for the good of the Employer.

8.4 Recognizing the importance of reliable communication and maximum productivity, Employer will provide Employee a laptop computer, mobile phone, tablet computer, software, all beneficial for Employee to perform his duties and to maintain communication with staff and officials as well as other individuals who are doing business with Employer. Employee agrees not to use these devices for his personal benefit.

8.5 The Employer shall provide the Town Attorney with a vehicle allowance in the amount of not less than $600 per month.

9. Termination.

9.1 This Agreement terminates in the event of the following:

a. The majority of the Town Council meets in accordance with Tennessee law and votes to terminate Employee with cause as provided in Section 9.4; or

b. The majority of the Town Council meets in accordance with Tennessee law and votes to terminate Employee without cause, cause being hereinafter defined in Section 9.4.

9.2 In addition, Employee shall have the right, in Employee's sole discretion, to declare this Agreement terminated in the event of any of the following:

a. The Town Council, citizens of Smyrna, or the General Assembly amends any provisions of the Charter, statutes, or Ordinances pertaining to the role, powers, duties, authority, responsibilities of Employee's position and that substantially changes the form of government;

b. Employer reduces the base salary, compensation, or any other financial benefit of Employee;

c. Employee resigns following an offer to accept resignation without cause, as hereinafter defined, whether formal or informal, by Employer as representative of the majority of the Town Council, in which case Employee may declare a termination occurs as of the date of the offer or thereafter; or

d. This Agreement is breached by Employer and after a 30-day cure period; provided however, a written notice of a breach of contract will be provided in accordance with the provisions of the section addressing notices.

9.3 If this Agreement is terminated pursuant to section 9.1.b, 9.2.a, 9.2.b, 9.2.c, or 9.2.d, Employee will receive the following:

a. Salary continuation equal to six months' salary at the then current rate of pay, which will be paid, at Employee's option, in a lump sum or in a continuation of salary on the existing biweekly basis ("Severance"), subject to all applicable federally required withholding deductions for compensation.

b. Accrued PTO will be paid to Employee in a lump sum.

c. Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); provided, however, such coverage will cease at the time Employee and all dependents become covered under another health and dental insurance plan.

9.4 Employer may terminate this Agreement for cause. If the Employer declares cause for termination based on "Employee's substantial breach of this Agreement" as hereinafter provided, Employer must first give Employee a 30-day notice and cure period. Employer may relieve Employee of some or all of his duties during such 30-day notice and cure period. During this notice and cure period, the Employee shall have an opportunity to cure the substantial breach. If the substantial breach is cured within the 30-day period, the Employer may not use the substantial breach as a basis for terminating the Agreement; however, this does not waive the Employer's right to reassert another occurrence of the substantial breach of this Agreement as a future reason for termination, subject to the terms of this required notice and cure period. Upon such termination, Employer shall be released from the obligations of Section 9.3.a; provided, however, COBRA benefits will be offered in accordance with federal law. For purposes of this Agreement, "cause" shall include, without limitation, the following:

a. Employee refuses to perform, or does not perform, in a normal business manner his duties of employment with Employer, provided, however, refusal or failure to perform to such duties shall not constitute cause where performance of the duties could reasonably be viewed as a violation of the Tennessee Supreme Court's Rules of Professional Conduct or other applicable law;

b. Employee fails or refuses to obey and comply with the instructions, rules and regulations of Employer as promulgated by the Town Council, respecting the operations of Employer.

c. Employee engages in any unlawful conduct in connection with his duties of employment with Employer, is guilty of any acts of dishonesty in connection therewith, is convicted of a felony, is convicted of a misdemeanor involving moral turpitude, dishonesty, theft or unethical business conduct, or engages in any conduct clearly detrimental to the business of Employer;

d. Except as otherwise protected by applicable state or federal law, Employee is abnormally absent from the workplace for reasons other than reasonable periods of remote work, approved PTO periods, business trips, sick leave, or other periods common to his position without permission of Employer;

e. Loss of license to practice law in Tennessee as a result of disciplinary action taken against Employee by the Tennessee Board of Professional Responsibility;

f. Employee fails to fully cooperate in any investigation by Employer;

g. Employee engages in any gross misconduct; or

h. Employee's substantial breach of this Agreement.

9.5 If, in the opinion of Employer, Employee, because of physical or mental illness or incapacity, shall become unable to perform substantially all of the duties and services required of him under this Agreement for a period of 90 business days in the aggregate during any 12-month period, Employer may, upon at least 10 days' prior written notice given at any time after the expiration of such 90-day period, notify Employee of its intention to terminate this Agreement for cause, unless such termination in such instance is otherwise prohibited by applicable state or federal law.

10. **Resignation.** In the event that Employee voluntarily resigns his position with Employer, Employee will provide a minimum of a 60-day notice unless Employer and Employee agree otherwise. Employee shall not use accrued PTO during such notice period unless the parties agree otherwise. Termination of this agreement by Employee pursuant to Sections 9.2.a, 9.2.b, 9.2.c, or 9.2.d does not constitute a voluntary resignation and instead is to be governed by the terms of Section 9.

11. Performance Evaluation.

11.1 Employer may annually review the performance of Employee in April or May subject to a process, form, criteria, and format fairly established and reasonably agreed upon by Town Council and Employee.

11.2 The annual evaluation process may include a discussion of the achievements during the prior evaluation period as well as a discussion and establishment of goals and objectives for the next evaluation period.

11.3 In the event Employer modifies an evaluation process or measure such that a new or different performance expectation is established, Employee will be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

12. Hours of Work.

12.1 Employee is expected on a daily schedule to be present at Town Hall, excluding PTO or work-related events, during normal business hours of the local government.

12.2 Employee will devote full time and effort to the performance of the Employee's duties and shall remain in the exclusive employ of Employer during the term of this Agreement; provided that, with the prior consent of the Employer, the Employee may accept pro bono obligations which will not in any way interfere with the performance of, or Employee's availability for the performance of, Employee's duties hereunder. Employer encourages Employee to accept invitations to speaking engagements, writing or other opportunities to communicate with the community, subject to the rules regarding confidentiality and attorney client privilege to make use of and share data and information with relevant persons and groups, and encourages Employee to participate in pertinent seminars, groups, associations and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of Employee to perform Employee's Duties.

12.3 Unless prohibited by law or ethical requirements, Employee may offer pro bono services in accordance with the requirements of the State Bar of Tennessee, subject to the prior consent of Employer as provided in Section 12.2, without otherwise violating this Agreement.

13. Ethical Commitments. Employee shall not endorse Town candidates, make financial contributions, sign, or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office with Employer, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the Town Council nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign, or participate in any fund-raising activity for individuals

seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit.

14. Outside Activities. The employment provided for by this Agreement will be Employee's primary employment activity. Recognizing, however, that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

15. Indemnification.

15.1 Beyond that required under federal, state or local law, Employer must defend, save harmless, and fully indemnify Employee against any obligation to pay money or perform or refrain from performing actions, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any third party tort action, professional liability claim, or demand or any other threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Attorney or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton misconduct. If the provision of legal representation by the Employer may reasonably present a legal conflict of interest, the Employee may request independent legal representation at the Employer's expense, and the Employer may not unreasonably withhold approval of such request. Legal representation, provided by Employer for Employee, will extend until a final determination of the legal action including any and all appeals. In the event independent legal representation is provided by the Employer, any settlement of any claim against Employee may not be made without prior approval of the Employer, which shall not be arbitrarily or capriciously withheld.

15.2 Employer must indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any third party claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, unless the act or omission involved willful or wanton misconduct. Any settlement of any claim must be made with prior approval of Employer. Employee recognizes that Employer has the right to compromise provided no fault, guilt, or reputational denigration falls upon Employee.

15.3 Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness, or advisor to

Employer unless the action is brought by Employer against Employee. Such expense payments survive the termination of this Agreement for any reasons and continue beyond Employee's service to Employer as long as litigation is pending.

15.4 After termination of this Agreement, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.

16. Bonding. Employer bears the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

17. Appropriation. Employer has appropriated, set aside, or encumbered, and does hereby appropriate, set aside, and encumber, or will appropriate, set aside, or encumber as necessary to make available funds of the municipality in an amount sufficient to fund and pay all financial obligations of Employer set forth herein.

18. Dispute Resolution. Any dispute regarding this Agreement shall be first submitted to mediation. The parties shall agree upon a mediator who shall be an experienced attorney in Tennessee. Nothing in this section shall be deemed to preclude Employee from initiating an administrative proceeding or filing a lawsuit in a court of competent jurisdiction against Employer for any alleged violation of state or federal statute or regulation.

19. Notices. Notice pursuant to this Agreement will be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

If to Employee:	If to Employer:
At the address provided by Employee to the Employer's Human Resources Department	Mayor Town of Smyrna 315 South Lowry St. Smyrna, TN 37167

Notice is deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

20. General Provisions.

20.1 Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between Employer and Employee are merged into and rendered null and void by this Agreement.

20.2 Venue and Forum. Any legal action, suit, or proceeding arising out of or relating to this Agreement, or the breach thereof, shall be instituted exclusively in a court of competent jurisdiction in Rutherford County, Tennessee. The parties hereby irrevocably consent to the personal jurisdiction and venue of the courts of Rutherford County, Tennessee, including the Chancery Court or Circuit Court for Rutherford County, Tennessee, and waive any objection to the laying of venue of any such action, suit, or proceeding in such courts. The parties further waive any

claim that any such action, suit, or proceeding brought in Rutherford County, Tennessee has been brought in an inconvenient forum.

20.3 Amendment. Employer and Employee by mutual written agreement may amend any provision of this Agreement during its term with such amendments being incorporated into and made a part of this Agreement.

20.4 Binding Effect. This Agreement is binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

20.5 Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

20.6 Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Employer's policies, Ordinances, or rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement takes precedence over contrary provisions of Employer's policies, Ordinances, or rules and regulations, or any permissive state or federal law.

20.7 Non-Assignment. Employee acknowledges that this is a professional, personal service agreement and, as such, Employee cannot assign Employee's duties hereunder.

IN WITNESS WHEREOF, the parties hereto have entered in this Agreement as of the day and year first hereinabove written.

EMPLOYEE:

Kyle Evans

4-29-24
Date

EMPLOYER:

Mary Esther Reed, Mayor

Date

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number
Department: Legal

Date: May 12, 2026

Subject:
Approval of Settlement Terms in Town of Smyrna v. Keller North America, Inc. ("Keller")

Fiscal Impact:
TOS will receive $ 100,000.00 from Keller

Contract Type:

Contract Term (if applicable):
Settlement terms are as follows:

1. TOS will file an Order of Dismissal with Prejudice in exhange for payment of $ 100,000.00 by the Defendant, Keller, within 30 days
2. Neither party will admit any fault or wrongdoing.
3. The parties will agree to confidentiality regarding the case with the exception of compliance with the Open Records Act and other applicable laws.
4. The parties agree to non-disparagement

Background:
The Town filed suit against Keller due to stormwater pipe damage believed to have been caused by Keller employees during a sinkhole remediation project. The lawsuit resulted in an agreement in principle between the parties during mediation.

Summary:
The Town engaged contractor Keller to remediate a sinkhole located near the intersection of Hazelwood Drive and Enon Springs Road in May 2023. During the remediation process, it was discovered that a concrete material had entered nearby drain pipes. After attempts to flush the concrete from the pipes were unsuccessful, the Town removed and replaced the affected pipes for approximately $ 160,00.00. An investigation by the Town concluded that the concrete material entered the pipes as a result of Keller employees washing concrete grout down a drainage grate.
The Town made a demand to Keller for reimbursement, but Keller denied liability. Likewise, a claim filed against Keller's insurance company was denied on liability. The Town subsequently filed a lawsuit against Keller in the Circuit Court for Rutherford

County, Tennessee in January 2025. The parties agreed to mediation, which was conducted on April 29, 2026, and resulted in an agreement in principle, whereby the Town will dismiss the lawsuit with prejudice in exchange for payment from Keller of $ 100,000.00.
As required by the Town Charter and Municipal Code, the Office of the Town Attorney is seeking Council approval of the settlement agreement.

Recommended Council Action:
Staff recommends approval of the subject Settlement Agreement & Release.

Attachments:
1. Mediation Settlement Agreement

Mediation Settlement Terms Agreement

Town of Smyrna, Tennessee, A municipal corporation in Rutherford County, State of Tennessee, Plaintiff

v.

Keller North America, Inc., Defendant

Case No. 83237; Circuit Court for Rutherford County, Tennessee

Below are the general terms to be included in a comprehensive Settlement Agreement and Release between the above-mentioned parties in full and final resolution of the above-mentioned matter. Mediation took place on April 29, 2026. This Mediation Settlement Terms Agreement shall serve as an agreement in principle to be followed with a comprehensive Settlement Agreement and Release to be executed by the above-mentioned parties. Town of Smyrna, Tennessee ("Town of Smyrna" or "Plaintiff") and Keller North America, Inc. ("Keller North America or "Defendant") are collectively referred to as "Parties". The Parties acknowledge that the Mediation Settlement Terms Agreement is subject to approval by the Town of Smyrna City Council.

1. The Parties, without admitting any claims or contentions of liability or defense, desire to effectuate a settlement and release of any and all claims by Town of Smyrna, whether known or unknown, Town of Smyrna may have against Keller North America related to or arising out of the subject Project and/or Property, subject only to certain terms and limitations of a comprehensive Settlement Agreement and Release.

2. Upon full execution of a comprehensive Settlement Agreement and Release by the Parties, Keller North America shall pay Town of Smyrna in the amount of One Hundred Thousand and 00/100 ($100,000.00) Dollars within thirty (30) days from the final execution of the comprehensive Settlement Agreement and Release by both Parties (the "Settlement Payment").

3. Within three (3) business days from receipt of the Settlement Payment, counsel for the Parties shall execute and Town of Smyrna shall file an Agreed Order of Dismissal with Prejudice dismissing the Complaint and all claims asserted or which could have been asserted by Town of Smyrna.

4. Other than the obligations that arise from the comprehensive Settlement Agreement and Release, Town of Smyrna for itself and its respective heirs, predecessors in interest, successors, assigns, affiliates, principals, officers, directors, partners, members, employees, agents, representatives, insurers and attorneys as applicable ("Releasing Parties"), do hereby irrevocably waive, release, remise, relinquish, acquit, and forever discharge Keller North America, as well as its respective heirs, predecessors in interest, successors, assigns, affiliates, principals, officers, directors, partners, members, employees, agents, representatives, insurers and attorneys as applicable ("Released Parties") from any and all manner of actions and causes of action, subrogation claims and liens, attorney fees liens, other professional fees, charges, suits, contracts,

controversies, agreements, promises, damages, judgments, executions, claims, obligations, liabilities, discretionary costs, and demands of any kind or nature whatsoever, whether known or unknown, foreseen or unforeseen, at law or in equity, related to or arising out of the subject Project and/or Property.

5. The Parties do not admit any wrongdoing, fault, or liability related to the disputes that arose on the subject Project and/or Property.

6. The comprehensive Settlement Agreement and Release shall include a confidentiality clause, including certain language allowing disclosure if necessary/if required to comply with the Tennessee Open Records Act.

7. The comprehensive Settlement Agreement and Release shall include a non-disparagement clause.

TOWN OF SMYRNA, TENNESSEE

By

Town Attorney
Its

4/29/26
Date

KELLER NORTH AMERICA, INC.

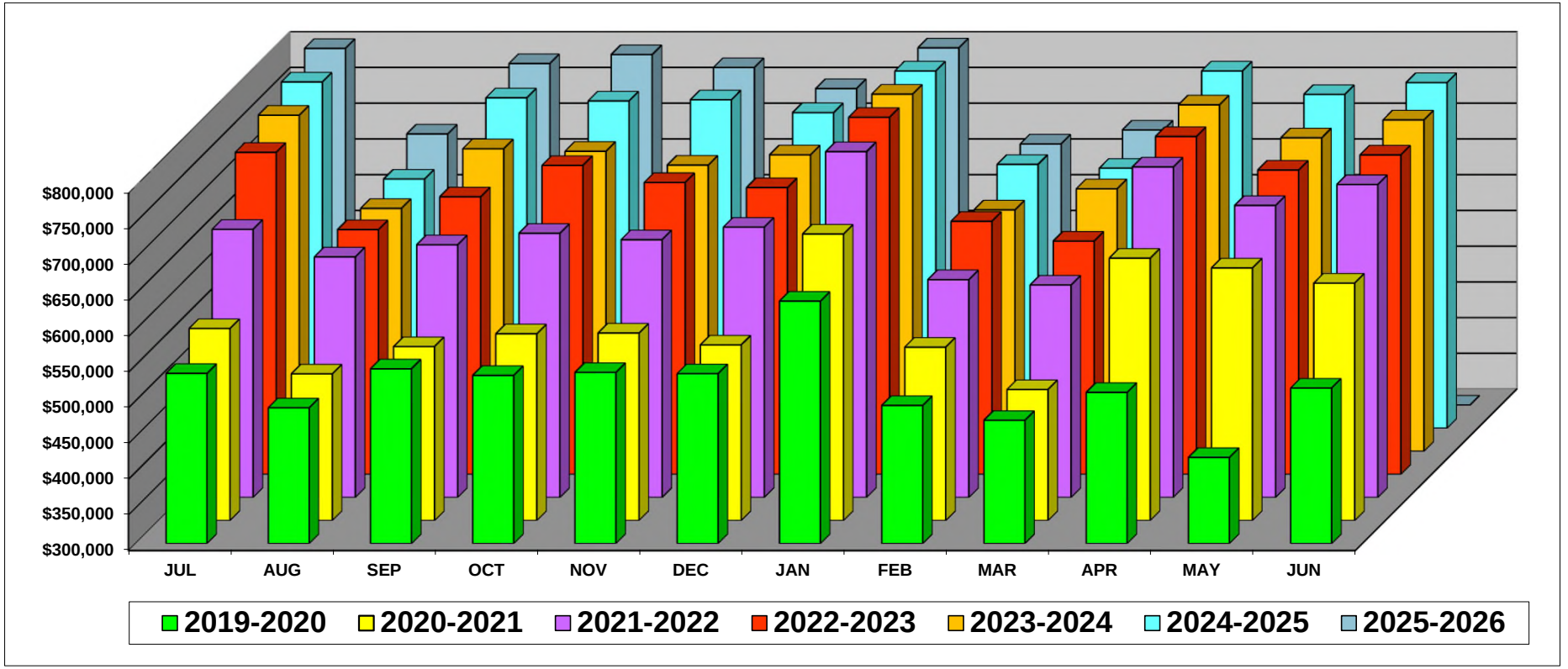
Alley Barker
By

Attorney
Its

4/29/26
Date

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	$685,122	$6,817,020	2.31%	3.16%
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**	**$6,817,020**			
								$9,366,000	2025-2026 BUDGET	
Increase Over Prior Yr	**1.6%**	**11.6%**	**17.2%**	**4.9%**	**2.6%**	**2.5%**		72.78%	of Budget	
								75.00%	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	$1,616,298	$16,144,151	1.92%	0.99%
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**	**$16,144,151**			
								$21,836,000	**2025-2026 Budget**	**110-31610**
Incease Over Prior Yr	**3.0%**	**11.9%**	**13.6%**	**7.9%**	**3.9%**	**3.6%**		73.93%	of Budget	
								75.00%	of Year	

