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.

September 8, 2026 **5:00 PM** **Smyrna Town Hall**

1. Call to Order

Prayer: Smyrna Police Department Chaplain, Tim York

Pledge of Allegiance: Assistant Town Manager, Todd Spearman

2. Roll Call

3. Approval or Correction of Minutes

August 11, 2026, regular meeting and August 27, 2026, workshop meeting of the Town Council.

4. Awards and Recognitions

5. Consent Agenda

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

a. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Southern Cathodic Protection Company for annual testing of the Smyrna Natural Gas cathodic protection system.

b. Approval of the terms of, and authorization for the Mayor to execute, a contract to conduct work needed by the Utilities Department for SCADA, controls, and instrumentation.

c. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Motorola for dispatch console service and maintenance.

d. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Nashcomm to service all Town radios.

e. Approval of the terms of, and authorization for the Mayor to execute, a contract with TNT Group to provide cleaning services under the Janitorial Services Contract at town buildings.

f. Approval of the terms of, and authorization for the Mayor to execute, a maintenance agreement with Rutherford County Schools for construction of a fence in the right-of-way of Bulldog Drive.

g. Approval of the terms of, and authorization for the Mayor to execute, an agreement with CSX Transportation, Inc. for design services for a pedestrian crossing at Enon Springs Road as part of the Lowry Street Phase 3 project.

h. Approval of the terms of, and authorization for the Mayor to execute, a "No Cost" agreement between the Town of Smyrna and the Tennessee Department of Transportation for the Town to access TDOT's CCTV.

i. Approval of the terms of, and authorization for the Mayor to execute, an agreement with HDR, Inc. for design of the improvements to Lee Road from Bermuda Chase through the intersection of Lee Road, Rocky Fork Road, and Seminary Road.

j. Approval of the terms of, and authorization for the Mayor to execute, a contract with the Regional Transportation Authority for Commuter Bus Service between Nashville/Davidson County and the Town of Smyrna.

k. Approval of terms of, and authorization for the Mayor to approve, hardware and software renewal quotes to extend support for the Town's current transaction processing systems.

6. Old Business

a. **PUBLIC HEARING**: Consideration of an Ordinance amending the Fee Schedule approved by Ordinance #26-26 regarding the adoption of certain new fees relative to the Planning Department, pursuant to House Bill 0375 / Senate Bill 0988 and Ordinance #26-33.

b. **PUBLIC HEARING**: Consideration of an Ordinance amending Smyrna Municipal Code Title 12, Chapter 6, relative to an amendment to the Residential Code.

7. New Business

a. Planning Commission Report

1. Consideration of an Ordinance relative to the amendment of an existing PUD located on Tax Map 28F, Group A, Parcels 29.01 and 47.08 owned by Licia Burkett containing 23 acres. The properties requested are

located at 729 Rock Springs Road.

2. Consideration of an Ordinance relative to the rezoning of Tax Map 28M, Group G, Parcels 30.00, 31.00, and 33.00 from C-4 to C-2 requested by Paw Paw Springs Enterprises, LLC, and J & M Equity LLC. The properties contain .67 acre, .76 acre, and 1.03 acres respectively, and are located at 13058, 13076, and 13106 Old Nashville Highway.

3. Consideration of an Ordinance relative to the amendment of the existing PRD as well as the rezoning from R-3 to PRD for properties located on Tax Map 54, Parcels 12.01, 13.01, 15.01, 15.03, 15.04, 15.05, 15.06, 15.11, 15.12, and 15.22, as well as Tax Map 55A, Group B, Parcel 1.00, owned by Bankside Holdings and requested by David Weekley Homes. The properties requested are located on Bankside Drive and Kedron Church Road.

b. Consideration of a Resolution authorizing the implementation of an Artificial Intelligence Policy to govern AI tools and use by Town employees and contractors.

8. Public Comment

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

9. Other

10. Status Reports

July State Shared and Local Sales Tax.

11. Correspondence & Announcements

12. Adjournment

TOWN OF SMYRNA

TOWN COUNCIL MEETING

MINUTES

August 11, 2026 **5:00 PM**

Smyrna Town Hall

1. Call to Order

Vice-Mayor Marc Adkins called the meeting to order at 05:02 PM.

Prayer: Smyrna Police Department Chaplain, Tim York.

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

Pledge of Allegiance: Town Manager, David Santucci.

The Pledge of Allegiance was led by Town Manager, David Santucci.

2. Roll Call

The roll was called by the Town Clerk and the following Town Council Members were present: Vice-Mayor Marc Adkins, Council Member Gerry Short, Council Member HG Cole, Council Member Jerome Dempsey, Council Member Racquel Peebles, and Council Member Steve Sullivan. Mayor Mary Esther Reed was not present for the meeting.

3. Approval or Correction of Minutes

July 14, 2026, and July 30, 2026, meetings of the Town Council, and the July 30, 2026, Joint meeting of the Planning Commission and Town Council.

Following a review of the minutes of the July 14, 2026, and July 30, 2026, meetings of the Town Council, and the July 30, 2026, joint meeting of the Planning Commission and Town Council, Council Member HG Cole made a motion to approve the minutes; the motion was duly seconded by Council Member Jerome Dempsey. The motion was approved 6-0.

4. Presentations, Awards and Recognitions

Waste Water Treatment Plant Capacity Update

At this time, Ryan Chamblee with Thomas & Hutton presented Council with an update on the capacity of the Waste Water Treatment Plant.

5. Consent Agenda

The following Consent Agenda items were next presented for consideration by the Town Council. Following discussion, Consent Agenda Items “d," "e," and "f” were pulled for individual discussion and vote. Following further discussion relative to the remaining

consent items, Council Member Steve Sullivan made a motion to approve and adopt the remaining Consent Agenda items. Said motion was seconded by Council Member Jerome Dempsey and, upon further discussion, approved 6-0.

Next, Consent Agenda Item “d” was discussed individually. Following discussion, Council Member Racquel Peebles made a motion to approve Consent Agenda Item "d. ” Said motion was seconded by Council Member Steve Sullivan, and after further discussion, approved 6-0.

Next, Consent Agenda Item “e” was discussed individually. Following discussion, Council Member Racquel Peebles made a motion to approve Consent Agenda Item "e.” Said motion was seconded by Council Member Steve Sullivan, and after further discussion, approved 6-0.

Next, Consent Agenda Item “f” was discussed individually. Following discussion, Council Member Steve Sullivan made a motion to approve Consent Agenda Item "f," with the caveat that the Town Attorney's office provide periodic reporting on the necessary billing for legal services for said project. Said motion was seconded by Council Member Gerry Short, and after further discussion, approved 5-1, with Council Member Jerome Dempsey voting against said item.

5.a. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Ward Diesel for exhaust filters for Fire Apparatus.

5.b. Approval of the terms of, and authorization for the Mayor to execute, "The Robot Zoo" exhibit agreement with An Exhibition Group, INC for the Smyrna Outdoor Adventure Center.

5.c. Approval of the terms of, and authorization for the Mayor to approve, the Tennessee Department of Environment and Conservation (TDEC) Annual Storm Water Report.

5.d. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Premier Fence to replace a handrail on the sidewalk along Rock Springs Road between Imperial Drive and the entrance to Colony Square Apartments.

5.e. Approval of the terms of, and authorization for the Mayor to execute, an annual agreement with Rollins Excavating Company, LLC for Storm Water and Concrete Work.

5.f. Approval of the terms of, and authorization for the Mayor to execute, a contract with E. Evan Cope, PLLC for legal services related to property acquisitions necessary for the Stewart Creek Gravity Sewer project.

5.g. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Waynes Pest Control to provide routine services.

5.h. Approval of the terms of, and authorization for the Mayor to execute, a reimbursement agreement with Gutierrez Plumbing for emergency sewer repair.

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”.

6. Old Business

6.a. PUBLIC HEARING: Consideration of an Ordinance relative to the rezoning of property located on Tax Map 49, Parcel 2.01 owned by Woods Properties containing 2 acres from R-1 to C-2. The property is located at 10510 Old Nashville Highway.

The Town Council next considered on second and final reading an Ordinance relative to the rezoning of property located on Tax Map 49, Parcel 2.01 owned by Woods Properties containing 2 acres from R-1 to C-2. The property is located at 10510 Old Nashville Highway. The Planning Commission reviewed and recommended approval of this item.

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

Following discussion, Council Member Jerome Dempsey made a motion to approve the Ordinance on second and final reading; the motion was duly seconded by Council Member Steve Sullivan. After further discussion, the motion was approved 6-0.

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 #26-35)

7. New Business

7.a. Planning Commission Report

7.a.1. Consideration of an Ordinance relative to the rezoning of Tax Map 28K, Group A, Parcel 1.00 from R-3 to P-O-2 requested by Arsany Ghobrial. The property requested to be rezoned contains approximately .28 acre and is located at 519 Noel Lane.

The Town Council next considered on first reading an Ordinance relative to the rezoning of Tax Map 28K, Group A, Parcel 1.00 from R-3 to P-O-2 requested by Arsany Ghobrial. The property requested to be rezoned contains approximately .28 acre and is located at 519 Noel Lane. The recommendation of the Planning Commission was that the request be DENIED.

Following discussion, Council Member Gerry Short made a motion to DENY the Ordinance on first reading. The motion to DENY was duly seconded by Council Member HG Cole. After further discussion, the motion was approved 6-0.

7.b. Consideration of a Resolution authorizing the assessment of franchise fees on 2% of revenue collected by TDS Telecom pursuant to T.C.A. 7-59-

305.

The Town Council next considered a Resolution authorizing the assessment of franchise fees on 2% of revenue collected by TDS Telecom pursuant to T.C.A. 7-59-305.

Following discussion, Council Member Steve Sullivan made a motion to approve the Resolution. The motion was duly seconded by Council Member HG Cole. After further discussion, the motion was approved 6-0.

A copy of said Resolution, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “3. ” (Resolution #26-16)

7.c. Consideration of an Ordinance amending the Fee Schedule approved by Ordinance #26-26 regarding the adoption of certain new fees relative to the Planning Department, pursuant to House Bill 0375 / Senate Bill 0988 and Ordinance #26-33.

The Town Council next considered on first reading an Ordinance amending the Fee Schedule approved by Ordinance #26-26 regarding the adoption of certain new fees relative to the Planning Department, pursuant to House Bill 0375 / Senate Bill 0988 and Ordinance #26-33.

Following discussion, Council Member Jerome Dempsey made a motion to approve the Ordinance on first reading. The motion was duly seconded by Council Member HG Cole. After further discussion, the motion was approved 6-0.

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 #26-37)

7.d. Consideration of an Ordinance amending Smyrna Municipal Code Title 12, Chapter 6, relative to an amendment to the Residential Code.

The Town Council next considered on first reading an Ordinance amending Smyrna Municipal Code Title 12, Chapter 6, relative to an amendment to the Residential Code.

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 6-0.

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 “5.” (Ordinance #26-36)

7.e. Consideration of a Resolution authorizing the identity of certain cybersecurity vendors to be confidential pursuant to T.C.A. §10-7-504(i)(3)(C).

The Town Council next considered a Resolution relative to authorizing the identity of

certain cybersecurity vendors to be confidential pursuant to T.C.A. §10-7-504(i)(3)(C).

Following discussion, Council Member Steve Sullivan made a motion to approve the Resolution. The motion was duly seconded by Council Member HG Cole. After further discussion, the motion was approved 6-0.

A copy of said Resolution, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “6.” (Resolution #26-36)

8. Public Comment

Smyrna Citizen Wanda Fults addressed the council at this time.

9. Other

At this time, Director of Utilities, Michael Strange made the announcement of two (2) emergency purchases relative to the Waste Water Treatment Plant:

1. IFS — Replace reuse pump and repair lower shaft ($75,000) — The reuse building has two (2) pumps. One pump runs the system and the other is a backup. This pump went out after over 25 years of use. We need pump 2 as a backup to keep the reuse system active in case of failure by pump 1.

2. Thompson CAT - Replace ATS and related materials ($71,764) — The Automatic Transfer Switch at Meadowbrook switches to back up generator power to keep the station running in the event of permanent power from Middle Tennessee Electric being out. This helps prevent overflows into the creek.

10. Status Reports

June State Shared & Local Sales Tax.

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

11. Correspondence & Announcements

Next, Vice-Mayor Marc Adkins 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 6:39 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 AUGUST 27, 2026

The Town Council of the Town of Smyrna, Rutherford County, Tennessee, met in a work session at 5:00 p.m. on August 27, 2026, at Town Hall to discuss various agenda items. Mayor Mary Esther Reed called the meeting to order at 5:00 p.m. The following Town Council Members were present:

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

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

Following further discussion, without objection, the meeting was adjourned at 6:50 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: Utilities
Date: September 8, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Southern Cathodic Protection Company for annual testing of the Smyrna Natural Gas cathodic protection system.

Fiscal Impact:
Total cost $16,000. Includes survey work at $1,500/day for approximately 10 working days and $1,000 for final report.

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
This CP survey is an annual requirement to ensure the CP system as a whole is operating correctly. This identifies any specific points in the steel system that have degraded cathodic protection.

Summary:
CP survey is required to protect the steel mains and services in the system. Also, it ensures compliance with annual Tennessee Regulatory Agency (TRA) inspections.

Recommended Council Action:
Staff recommends approval of the agreement with Southern Cathodic Protection Company.

Attachments:
1. City Smyrna-2026 Annual CP Survey Proposal-081026_REV00

Southern Cathodic PROTECTION

August 10, 2026

Mr. Mark Parker, PE
Assistant Director of Utilities
Town of Smyrna
315 S Lowry Street
Smyrna, TN 37167
Cell: 615-809-6014
Mark.Parker@townofsmyrna.org

Reference: 2026 Cathodic Protection Annual Survey

Dear Mr. Parker,

Southern Cathodic Protection Company (SCPC) is pleased to offer our quotation to perform the subject testing for the cathodic protection (CP) system for the Town of Smyrna, Tennessee. Our scope of work includes the following:

1) CP system(s) inspection
2) Rectifier voltage and current output measurements
3) Structure-to-electrolyte potential measurements
4) Submittal of a written report including all field test data, analysis of the data and recommendations, as required.

Price:

For your convenience, a breakdown of the price is listed below:

Cathodic Protection Annual Survey	**$1,500.00/day**
Cathodic Protection Written Report	**$1,000.00**

All work will be conducted under the supervision of an AMPP-certified corrosion specialist who is also a registered professional engineer in the state of Tennessee.

Qualifiers:

1) Terms of payment are net 30 days; pricing is firm for 60 days
2) It is understood the Town of Smyrna will provide an employee who is knowledgeable regarding the CP system to accompany our field technician.

We trust you will find our proposal complete and satisfactory. If you have any questions or require additional information, please contact me at your earliest convenience. I look forward to future correspondence.

Sincerely,

Rebekah Linn
Business Development Manager

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.b.
Department: Utilities
Date: September 8, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract to conduct work needed by the Utilities Department for SCADA, controls, and instrumentation.

Fiscal Impact:
Fiscal impact will be based on time a material costs associated with needed projects across Utilities.

Contract Type:
Original Contract

Contract Term (if applicable):
Terms of the contract will be from July 2026 to June 2027.

Background:
This contract will be to support the Water Plant, Wastewater Plant, and the Water and Sewer Maintenance departments for maintenance, repairs, and upgrades for existing controls and instrumentation.

Summary:
The Utilities Department would like to request approval of a contract with Prime Controls for preventive maintenance and repair services to support instrumentation and controls, telemetry equipment, and SCADA software and hardware for 2026-2027.

Recommended Council Action:
Authorization for the Mayor to execute a contract with Prime Controls to conduct work needed by the Utilities Department for SCADA, controls, and instrumentation.

Attachments:
1. Prime Controls Service Agreement_2026
2. TOS Std Contract Addendum rev (PC Signed) 8.19.26

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STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the _____ day of _____, 20_____ by and between **THE TOWN OF SMYRNA, TENNESSEE,** a municipal corporation in the State of Tennessee, herein further referenced and identified as ("The Town") and **Prime Controls, L.P.** herein further referenced and identified as ("Vendor") in order to amend the terms of the Agreement, including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service scheduled for presentation to the Town Council for approval on the ___ day of_____, 20_____.

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(execution page follows)

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

Docusign Envelope ID: 190D682A-BCA4-819F-834C-11FB0F10EE36

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

Signed by:
Tyler McNeil General Partner 19-Aug-2026 | 3:06 PM CDT
41118E677A124FB...

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR OF SMYRNA, TENNESSEE

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.c.
Department: Police Department
Date: September 8, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Motorola for dispatch console service and maintenance.

Fiscal Impact:
The FY27 annual renewal for Motorola services came in at $40k. Staff determined that some services could be shifted to NashComm for an overall savings of $4000. These services are budgeted in 110-42100-290.

Contract Type:
Contract Renewal

Contract Term (if applicable):
Jul 2026 - Jun 2027

Background:
Annual Motorola renewal for service to dispatching consoles.

Summary:
This is the annual renewal with Motorola for service and maintenance for our dispatching consoles.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Motorola 2026-2027 Renewal

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3530133
Contract Number: USC000002545
Contract Modifier: R02-MAR-26 05:26:23

Date: 03/04/2026

Company Name:	SMYRNA, TOWN OF
Attn:	
Billing Address:	100 SAM RIDLEY PKWY E
City, State, Zip:	SMYRNA , TN, 37167
Customer Contact:	James Scott
Phone:	6156426794

Required P.O. :	
PO # :	
Customer # :	1011284825
Bill to Tag # :	
Contract Start Date :	01-Jul-2026
Contract End Date :	30-Jun-2027
Payment Cycle :	ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	$8,293.00
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$2,720.19

Subtotal - Recurring Services		$11,013.19
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$11,013.19

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

Tyler Jones Customer Support Manager 6/17/26

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3530133
Contract Number: USC000002545
Contract Modifier: R02-MAR-26 05:26:23

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Tyler Jones	615-388-2064	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	SMYRNA, TOWN OF
Contract Number :	USC000002545
Contract Modifier :	R02-MAR-26 05:26:23
Contract Start Date :	01-Jul-2026
Contract End Date :	30-Jun-2027

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3530133
Contract Number: USC000002545
Contract Modifier: R02-MAR-26 05:26:23

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
1.1 These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3530133
Contract Number: USC000002545
Contract Modifier: R02-MAR-26 05:26:23

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3530133
Contract Number: USC000002545
Contract Modifier: R02-MAR-26 05:26:23

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. SOFTWARE, SUA, VIDEO AND SUBSCRIPTION SERVICES
All sofware, SUA, video and subscription services provided by Motorola are governed by the Motorola Solutions Customer Agreement available at: https://www.motorolasolutions.com/en_us/about/legal/communications_terms.html.

Section 18. GENERAL TERMS
18.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

18.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

18.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

18.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

18.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

18.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.d.
Department: Police Department
Date: September 8, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Nashcomm to service all Town radios.

Fiscal Impact:
This contract represents the services formally provided by Motorola. Contracting with Nashcomm resulted in a $4000 savings. These services are budgeted in 110-42100-290

Contract Type:
Contract Renewal

Contract Term (if applicable):
Jul 2026 thru Jun 2027

Background:
Nashcomm is responsible for servicing and maintaining all Police handheld radios.

Summary:
This is a annual renewal with Nashcomm for maintaing and servicing all Police radios.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Nashcomm quote
2. Nashcomm sales order

330 Plus Park Blvd, Nashville, TN 37210
(615) 255-5670

216 West Spring Street, Cookeville, TN 38501
(931)-528-7070

1418 Mark Allen Lane, Murfreesboro, TN 37129
(931)-528-7070

Start Date 7/1/2026
Renewal Date 6/30/2027

Customer PO #:
NashComm Order #:
Customer: Smyrna Police Department
Address: 400 Enon Springs Rd E
City: Smyrna
State, Zip: Tennessee 37167
Phone:
Contact Name: Mr. James Scott
Payment Period

The following listed equipment shall be included in this agreement:

QTY	MODEL NUMBER / SERIAL / DESCRIPTION	Monthly Service Amount	
		Per Unit	Extended
			$ -
118	APX 6500 Mobiles	$ 10.53	$ 1,242.54
			$ -
17	APX 4000 Portables	$ 10.53	$ 179.01
			$ -
24	APX 8000 Portables	$ 10.53	$ 252.72
			$ -
16	APX 6000 Portables	$ 10.53	$ 168.48
			$ -
22	APX 6000 Portables Model 2	$ 10.53	$ 231.66
			$ -
			$ -
	Covers Parts and Labor for all repairs on all Equipment listed above		$ -
	Any physical abuse, water damage, or batteries are not covered		$ -
	Any equipment coming out of warranty will be added to the contract at the rates above and any		$ -
	equipment that is no longer in use or covered will be removed at customer request.		$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Monthly Total W/O Tax	$ 2,074.41
		Taxes	$ -
		Annual Total of Services	$ 24,892.92

The listed equipment will be maintained for a total monthly fee of:_$ 2074.41___. Any additional units will be added to the maintenance agreement at current rates at the time of addition. All mobile or portable units shall be delivered by the Customer to the Vendor's service center for repair except as noted in Special Contract Provisions listed below. Please see Terms/Conditions attached.

Special Contract Provisions: Attached is the breakout of serial #s and Radios on Contract

NashComm Inc:

Signature:

Name:
Date:

<Customer>:

Signature:

Name:
Date:

MOTOROLA SOLUTIONS
Service Elite Specialist

Nashville Communications
330 Plus Park Boulevard
Nashville, TN 37217
Phone: 615-255-5670

SALES ORDER

114005151

Order Date: 08/04/2026

Bill To:
Smyrna Police Dept
400 Enon Springs Road East
Smyrna, TN 37167

Ship To:
Smyrna Police Dept
400 Enon Springs Road East
Smyrna, TN 37167

Contact: Accounts Payable
Contact #:

Contact: James Scott
Contact #:615-267-5014

Customer #: 10840	SalesPerson: LM	PO#: Maintenance Contract	Terms: Due upon Receipt

Qty	Item	Description	Unit Price	Extended
1	Maintenance	Maintenance Contract	2,074.41	2,074.41

Subtotal:	$2,074.41
Tax :	
Order Total:	$2,074.41

Breakdown of the Monthly Maintenance Contract

118 - APX 6500 MOBILES
17 - APX 4000 PORTABLE - QT
24 - APX 8000 PORTABLES
16 - APX 6000 PORTABLES
22 - APX 6000 PORTABLES (MODEL 2)

CONTRACT PRICING $10.53 PER UNIT
INITIAL UNIT COUNT 197

MONTHLY MAINTENANCE PRICING SET AT $2,074.41

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.e.
Department: Public Works
Date: September 8, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with TNT Group to provide cleaning services under the Janitorial Services Contract at town buildings.

Fiscal Impact:
This contract affects the following line item budgets for Contractual Services:
Building and Grounds (Town Hall)
Water Treatment (Water Treatment Plant)
Courts (Justice Center Facility)
Parks (SOAC Facility)
Wastewater Treatment (Wastewater Treatment Plant)

The annual cost for this contract is $133,920 compared to last year's annual contract cost of approximately $158,499.60.

Contract Type:
Original Contract

Contract Term (if applicable):
This contract is for a 2 year period starting Oct 1, 2026 and may be extended for one 2 year period.

Background:
The Town of Smyrna has been subcontracting cleaning services for several of our town buildings and is planning to continue to subcontract this work.

Summary:
Under this contract the bidder will be providing cleaning services to Town Hall, Water and Wastewater Treatement Plants, SOAC, and the Justice Center. Various cleaning work will occur on a daily, weekly, and monthly basis as outlined in the contract.

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

Attachments:

1. 2026 Janitorial Services RFP.docx (1)_signed
2. 2026_Janitorial services bid tab
3. 2026 Janitorial Services RFP Evaluation Summary Sheet

LEGAL NOTICE

REQUEST FOR PROPOSALS

The Town of Smyrna will accept proposals for annual janitorial services for the Town facilities. Bidders shall submit sealed quotations in the format specified in the Request for Proposals no later than **10:00 a.m. August 4, 2026** at which time quotations will be publicly opened and read aloud. No proposal may be withdrawn after the scheduled closing time for a period of 90 days. Proposal documents may be obtained at Town Hall during regular business hours or www.townofsmyrna.org. Proposals should be mailed or hand delivered to:

Purchasing Department
Smyrna Town Hall
Sealed Bid on Janitorial Services / August 4 @ 10:00 a.m.
315 South Lowry Street
Smyrna, Tennessee 37167

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

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

SUBMITTED BY: Sierra Lowry
Finance Director

TO BE RUN: July 21, 2026

TNT Group, LLC
_____
COMPANY

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SECTION I - GENERAL INFORMATION

A. The Town of Smyrna desires to accept quotations for annual janitorial services. Locations and contact information are listed below:

Smyrna Town Hall
315 South Lowry Street
Smyrna, TN 37167
Tom Rose, Public Works Director
tom.rose@townofsmyrna.org
615-459-2553

Smyrna Parks & Recreation Office
100 E. Sam Ridley Pkwy
Smyrna, TN 37167
Mike Moss, Parks Director
mike.moss@townofsmyrna.org
615-459-9773

Smyrna Water Treatment Plant
156 Sharp Springs Rd
Smyrna, TN 37167
Kevin Relford, Manager
kevin.relford@townofsmyrna.org
615-459-3574

Smyrna Wastewater Treatment Plant
100 Jack Hunter Drive
Smyrna, TN 37167
Leland Noble, Manager
leland.noble@townofsmyrna.org
615-459-6439

Smyrna Justice Center
400 Enon Springs Road
Smyrna, TN 37167
Lisa Brewer, Town Court Clerk
lisa.brewer@townofsmyrna.org
615-403-2815

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

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

D. Section III, IV and Required Paperwork shall be completed and included as an integral part of each bidder's proposal.

E. The Town is a tax-exempt organization.

F. Mail is delivered after 11:00 a.m. Monday through Friday.

G. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on

the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.

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

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

SECTION II - SPECIFICATIONS FOR JANITORIAL SERVICES

SCOPE OF WORK: These specifications cover the requirements for furnishing all labor and equipment necessary to perform complete janitorial services at the facilities. The Contractor shall not subcontract any portion of the work without the prior written consent of the Town. Bidders must satisfy themselves of the quantities of the work covered by the proposal by examination of the site and through discussion with location representatives. After bids have been submitted, the bidder shall not assert that there was misunderstanding concerning the quantities of work or of the nature of the work to be done.

GENERAL INFORMATION

Unless otherwise stated in the contract, all chemicals and equipment will be supplied by the Contractor. All paper supplies, soap for all restroom dispensers, trash liners, space deodorants, sand, etc. will be furnished by the customer.

The Town of Smyrna reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the best interest of the Town. Fee schedule shall be firm and shall not be amended during the length of the contract.

SITE INSPECTION

A **mandatory** site inspection is required and shall be scheduled by calling location contacts listed on page 3.

PERFORMANCE

The buildings in which the work of this bid is to be performed are visited daily by persons conducting business with the Town. For protection of the buildings and equipment and facilitation of business conducted therein, unsatisfactory work performance will not be acceptable. Work that is unsatisfactory will be called to the attention of the Contractor's Supervisor and he or she will be required to have the areas in question cleaned. The steps taken to improve overall results in the future will be reported to Facilities Management. If the level of cleaning is at any time considered to be unacceptable to the Town, the Contractor will be required to increase his or her staff or take whatever measures are necessary.

In the event of material default by the Contractor, including but not limited to abandonment of the work, failure to perform services for more than three (3) consecutive business days without prior written approval, or failure to maintain required insurance, the Town reserves the right to utilize the next best, responsive Bidder as the new Contractor. In the event of this occurrence, the next best, responsive Bidder, if it wishes the contract, shall be required to provide the bid items at the prices contained in its proposal.

TERMINATION OF CONTRACT

Poor performance on part of the contractor will be communicated to the contractor by written notification from a director or manager. After two letters of poor performance the Town has the option to cancel agreement immediately by another letter. In addition, the Town may terminate this contract for convenience, without cause, upon thirty (30) days' written notice to the Contractor.

CUSTOMER SERVICE

A customer service visit/walk through will be done at least once a month to make sure all standards of cleaning are being maintained to the highest level of specifications. A formal customer service review shall be done monthly.

PAYMENT

The Contractor shall submit to the Town an invoice for the services performed by the Contractor during the previous month. Invoices must be emailed to accounts.payable@townofsmyrna.org and include location, an invoice number and time period covered by the invoice. Payment will be made within 30 days after the invoice is received; provided, however, that the Town may withhold payment for any disputed amounts or services not performed in accordance with the specifications, and shall notify Contractor in writing of the basis for any such withholding.

PERMITS AND INSPECTION

Contractor must obtain and maintain, at its own expense, all permits, licenses, and certifications required by federal, state and local law for the performance of the work.The Contractor must observe all applicable federal, state, and local laws, regulations, and ordinances and shall demonstrate financial stability upon the Town's request. The Town reserves the right to inspect the Contractor's operations and records at any reasonable time.

PROJECT TIMELINE:

The contractor selection process will follow the timeline shown below:

Request for Proposals Issued:	July 21, 2026
Proposal Submission Deadline:	August 4, 2026
Evaluation Process:	August 4-17, 2026
Recommendation to Council:	August 27, 2026
Award of Contract:	September 8, 2026

PROPOSAL SUBMISSION:

Please submit one original plus (2) hard copies and an electronic version of the proposal to the Purchasing Department's Office at the address on page one. All proposals must be sealed and clearly marked with the proposer's name and the words, "Janitorial Services RFP, bid opening date: 10:00a.m. August 4, 2026". Failure to provide this information on the envelope may result in the proposal not being considered. Proposers must allow sufficient time to ensure receipt of the proposal. It shall be the sole responsibility of the proposer to have the bid delivered to the Town before the deadline.

Proposals should be as thorough and detailed as necessary to allow the Town of Smyrna to properly evaluate the bidder's capabilities to provide the required services.

EVALUATION FACTORS

Proposals will be evaluated using the factors listed below. A committee will score each proposal and rank the bidders from highest to lowest score. If the Town cannot negotiate a contract with the highest score, then the Town will negotiate with the next highest score until a contract is in place. The items to be considered during the evaluation and associated point values are as follows:

Criteria	Maximum Points
Fee Schedule for Services	50%
References -Quality of prior work, including deficiencies, timeliness	25%
Qualifications, Credentials and Related Experience	25%

REFERENCES

Provide at least three (3) references from your organizations that have received similar services from your company. Public agency references are preferred. The Town reserves the right to contact any of the organizations or individuals listed. Information shall include:

- Client name
- Client manager name, telephone number and email address
- Dates of service

Bidders shall submit with their bid the current number of full-time and part-time employees, how long they have been employed with the Bidder's company, and years of experience in the janitorial field.

The Contractor may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel, to furnish the items offered satisfactorily and expeditiously, and can provide necessary services.

QUALIFICATIONS AND PERSONNEL REQUIREMENTS

The Town reserves the right to inspect the Bidder's place of business and equipment prior to awarding any contract to determine the responsibility of said Bidder to perform and provide the requirements of the bid request.

The Contractor shall employ only qualified people who are skilled in performing janitorial type work and will require satisfactory personnel references of all present and prospective employees. All employees shall have a minimum of one-year janitorial experience.

The Contractor shall furnish to the Town at least 48 hours prior to the employees being assigned to the job site, the names, addresses, social security numbers, date of birth, height & weight and years of experience. Approval by the Town must be communicated prior to actual placement of the employee on the job site. The Contractor shall not assign persons to this work who are currently under indictment of felony or who have a criminal record. The confirmation of such is the responsibility of the contractor. The Contractor shall employ only competent, skillful and trustworthy people. Should the Town give notice in writing to the Contractor, or his duly authorized representative, that any employee is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or is in any way a detriment to the satisfactory progress of the work, such employee shall immediately be removed and not again allowed upon the job site. Employees shall be required to dress neatly, commensurate with the tasks being performed. Shorts, tank tops, halters, sandals, thongs, or any type of open-toed shoes shall not be worn by Contractor personnel. The Contractor's personnel shall be responsible for closing and locking of doors and windows and turning off lights to conserve electricity.

CONTRACT AGREEMENT

Successful bidders will be expected to enter into a contract Agreement with the Town of Smyrna. Agreements shall be signed and attested, but not dated, by the proper business representative and submitted ***with*** the bid proposal. An executed contract will be forwarded to the winning contractor after Council approval.

CONTRACT TERMS

The contract period shall be for a two-year period starting October 1, 2026 and may by mutual agreement, be renewed at the same price, terms and conditions for one additional two-year term upon written notice to the Contractor.

SMYRNA BUSINESS LICENSE

Compensation of more than $100,000 from contracts performed in one county by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that county and the tax from such contracts will be distributed to that county. Compensation of $50,000 or less from contracts performed in one county by such person will be sourced to the county of the person’s domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will be earmarked and allocated to the state’s general fund.

For purposes of distribution of the municipal business tax provided for in Tenn. Code Ann. § 67-4-705, receipts will be sourced to the municipality in which the person’s established physical location, outlet, or other place of business is located. Receipts from sales made by persons operating from an established physical location, outlet, or other place of business in one municipality who extend their operations outside the

boundaries of the municipality without establishing a physical location, outlet, or place of business outside the boundaries of the municipality will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located.

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

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

INSURANCE REQUIREMENTS

The Vendor or 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 Vendor or 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. It shall also include coverage for loading and unloading hazards.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Vendor or 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 vendor or contractor.

    b. The Vendor or 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 Vendor or 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 Vendor or Contractor for the Town of Smyrna.

3. All Coverages
    a. Prior to commencement of services, the Vendor or Contractor shall furnish the Town with original certificates and amendatory endorsements effecting required coverage.
    b. Such insurance shall be maintained from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of contract.
    c. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.
    d. Coverage shall not be canceled, suspended, or voided by either party (the Vendor/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 Vendor or Contractor's policy.
    e. 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.
    f. Neither the acceptance of the completed work nor the payment thereof shall release the Vendor or Contractor from the obligations of the insurance requirements or indemnification agreement.
    g. Any failure of the Vendor or 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 Vendor or 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 Vendor 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 Vendor to purchase and/or maintain any required insurance shall not relieve the Vendor 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

Vendor or 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 Vendor or Contractor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Vendor or 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 Vendor, its owners, agents and employees. The parties further agree that Vendor or Contractor is a wholly independent vendor and is exclusively responsible for its employees, owners, and agents. Vendor or

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:

Vendor 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 or arising from the negligence, recklessness, intentional wrongful misconduct, or strict liability of the Vendor and persons employed by or utilized by the Vendor in Vendor's performance of this Agreement.

The vendor 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 vendor'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 vendor 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 Vendor from any claims arising from any failure, regardless of any language in any attachment or other document that the Vendor may provide.

APPLICABLE LAW:

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

GENERAL SPECIFICATIONS BY LOCATION

PART 1 – TOWN HALL includes Entrances, Lobbies, Hallways, Offices, Cubicles, Conference Rooms, Workout Rooms, Exam Rooms, Stairs

I. Daily Cleaning

A. Entrances, lobbies, hallways, offices, cubicles, conference rooms, workout rooms, exam rooms, stairs

1. Empty Trash receptacles and remove trash to designated areas (liners to be furnished by Town).
2. Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
3. Clean two (2) exam room tables.

4. Damp wipe entrance metal and fingerprints on entrance glass.
5. Spot clean partition glass and workout room mirrors.
6. Turn off lights and make sure all designated doors are locked and alarm is set (if applicable).

B. Restrooms

1. Stock towels, toilet tissue, and hand soap (to be furnished by Town).
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Clean and disinfect dispenser covers.
6. Toilet and urinals are to be cleaned and sanitized inside and outside.
7. Polish bright work.
8. Toilet seats are to be cleaned on both sides using disinfectant.
9. Scour and sanitize all sinks. Polish bright work.
10. Dust partitions, top of mirrors, and frames.
11. Remove splash marks from walls and basins
12. Lockers to be spot cleaned and tops dusted.

C. Kitchen & Breakroom

1. All trash receptacles are to be emptied and trash removed to a collection area.
2. Clean exterior of appliances.
3. Clean and damp wipe tables and chairs.
4. Spot clean walls near trash receptacles with disinfectant.
5. Clean fronts, tops, and sides of trash receptacles with disinfectant as needed.
6. Use high co-efficient disinfectant for proper sanitization as required i.e. sinks and counters and microwave ovens.
7. Clean and polish drinking fountain(s)/water coolers.
8. Every 3 months clean the insides of drawers and cabinets.

D. Floors

1. Dust mop all hard surface floors.
2. Damp mop all hard surface floors.
3. Vacuum all carpeted floors.

II. Weekly Cleaning

A. All Areas

1. Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.
2. Dust workout room exercise equipment.
3. Detail vacuum all carpeting, taking care to get corners, along edges and beneath furniture.

4. Detail mop hard surface floors, taking care to get corners, along edges and beneath furniture.
5. Dust all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures and other furnishings.
6. Vacuum black rubber matted workout room floors.
7. Dust mop the Cardio Studio floors.
8. Inspect high/low corners for cob-webs and remove as needed.
9. Clean and polish drinking fountains
10. Dust telephones
11. Sweep and spot mop stairways.

III. Monthly Cleaning

A. All Areas

1. Complete all high dusting (up to 10' feet height maximum) including window blinds.
2. Vacuum all upholstered furniture.
3. Damp wipe telephones using disinfectant
4. Remove fingerprints and marks from around light switches and door frames.
5. Buff all VCT tile floors and front lobby wood floor

PART 2 - PARKS OFFICE / ATHLETIC OFFICE / SOAC / SPLASHTOWN Areas included: Parks Offices, Athletic Office, SOAC Lobby/Reception Area, Exhibit Hall, Lecture Hall, Hallways, Restrooms, Activity Room, Party Rooms, Adventure Room steps, Pool Locker Rooms

SOAC areas **not** included are staff offices and Adventure Zone Rooms.

Parks Offices and Athletic Office operating hours

Monday – Friday 8:00 a.m. – 4:30 p.m.

SOAC operating hours

Tuesday – Thursday 10am – 6pm, Friday 10am – 8pm, Saturday 10am – 6pm and Sunday Noon – 5pm

Prefer SOAC to be cleaned Wednesday evenings – Sunday evenings after closing

Splashtown operating hours

Monday - Saturday 10am - 6pm, Sunday noon - 6pm
Pool Parties 6:15 - 8:15 Thursday, Friday, Saturday and Sunday

Pool locker rooms shall be cleaned daily through the summer season starting Memorial Day weekend through Labor Day. Pool operating days will change to weekends only the second week of August.

I. PARKS OFFICES, ATHLETIC OFFICE AND SOAC

A. Daily Services

1. All trash receptacles will be emptied, appropriately bagged and removed to the central waste disposal areas. Trash bags will be replaced.
2. Spot clean desktops/tables in accessible areas.
3. Dust desks if objects are removed. Dust around items not removed.
4. Clean, disinfect, and polish bowls and sides of water fountains.
5. Spot clean glass doors, windows, sidelights, partitions, cubicle panels, desktops & tables with appropriately treated cloths.
6. Clean customer access windows inside/outside.
7. Return furniture to its original position.
8. All lights shall be extinguished and doors locked.
9. Dust-mop and damp-mop hard surface floors in high traffic areas.
10. Vacuum all carpeted floors.

B. Weekly Cleaning

1. Detail damp mop all hard surface floors
2. Hand dust office furniture
3. Hand dust and damp dust (as needed) molding edges, chair rails.
4. Dust horizontal surfaces including miscellaneous cabinets, ledges and window sills, coat racks, ledges and shelves under six feet, telephones and other desktop furnishings.

C. Monthly Services

Dusting of high areas (taller than 6 '6”), tops of door frames, doors, pictures & hanging items, tops of bookcases, transoms, above doors and file cabinets.

II. SOAC RESTROOMS

A. Daily Services

1. Stock towels, toilet tissue, and hand soap (to be furnished by Town).
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Clean and disinfect dispenser covers.
6. Toilet and urinals are to be cleaned and sanitized inside and outside and polish bright work.
7. Toilet seats are to be cleaned on both sides using disinfectant.
8. Scour and sanitize all sinks. Polish bright work.
9. Dust partitions, top of mirrors, and frames.

10. Remove splash marks from walls and basins.

III. SPLASHTOWN POOL LOCKER ROOMS (14 weeks only)

A. Daily Services

1. Stock towels, toilet tissue, and hand soap (to be furnished by Town).
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Toilet and urinals are to be cleaned and sanitized inside and outside. Polish bright work.
6. Toilet seats are to be cleaned on both sides using disinfectant.
7. Scour and sanitize all sinks. Polish bright work.
8. Dust partitions, top of mirrors, and frames.
9. Remove splash marks from walls and basins.
10. Wet mop floor with a detergent disinfectant solution.
11. Clean shower stalls and tile with a tile mildew/disinfectant cleaner.

PART 3 – SMYRNA WATER TREATMENT PLANT

Includes Entrances, Lobbies, Hallways, Offices, Conference Room, Control Room, Stairways and Elevator

I. Daily Cleaning:

A. Entrances, lobbies, hallways, offices, conference room, control room, stairways and elevator.

1. Empty trash receptacles and remove trash to designated areas (liners to be furnished by Town).
2. Clean and polish drinking fountain(s).
3. Dust all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures and other furnishings.
4. Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
5. Dust telephones
6. Damp wipe entrance metal door frames and fingerprints on entrance glass.
7. Spot clean partition glass.
8. Turn off lights and make sure all designated doors are locked and alarm is set (if applicable).

B. Restrooms – Main Office Building and New Process Building

1. Stock towels, toilet tissue, and hand soap (to be furnished by Town).
2. Empty trash receptacles and wipe if needed.
3. Clean and polish mirrors.
4. Clean and disinfect dispenser covers.

5. Toilet and urinals are to be cleaned and sanitized inside and outside. Polish bright work.
6. Toilet seats are to be cleaned on both sides using disinfectant.
7. Scour and sanitize all sinks. Polish bright work.
8. Dust partitions, top of mirrors, and frames.
9. Remove splash marks from walls and basins.
10. Lockers to be spot cleaned and tops dusted.

C. Kitchen & Breakroom

1. All trash receptacles are to be emptied and trash removed to a collection area.
2. Clean exterior of appliances.
3. Clean and damp wipe tables and chairs.
4. Spot clean walls near trash receptacles with disinfectant.
5. Clean fronts, tops and sides of trash receptacles with disinfectant as needed.
6. Use high co-efficient disinfectant for proper sanitization as required i.e. sinks and counters and microwave ovens.
7. Clean and polish drinking fountain(s).

D. Floors

1. Dust mop all hard surface floors.
2. Damp mop all hard surface floors. *Due to high traffic during business hours, only half of the hallway should be mopped at once, leaving room for employees to travel without walking on wet surfaces.
3. Vacuum all carpeted floors.

II. Weekly Cleaning

A. All Areas

1. Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.
2. Detail vacuum all carpeting, taking care to get corners, along edges and beneath furniture.
3. Detail mop hard surface floors, taking care to get corners, along edges and beneath furniture.
4. Wipe stairway handrails with disinfectant cleaner.
5. Inspect high/low corners for cob-webs and remove as needed.
6. Clean/Remove debris from light fixtures
7. Sweep and spot mop stairway steps.
8. Clean elevator door and walls and mop elevator floor.

III. Monthly Cleaning

A. All Areas

1. Complete all high dusting (up to 10’ feet height maximum) including window blinds.
2. Vacuum all upholstered furniture.

3. Damp wipe telephones using disinfectant.
4. Remove fingerprints and marks from around light switches and door frames.

PART 4 – SMYRNA WASTEWATER TREATMENT PLANT includes Entrances, Lobbies, Hallways, Offices, Lab Areas

I. Daily Cleaning:

A. Entrances, lobbies, hallways, offices, lab areas (excludes lab area countertops).

1. Empty trash receptacles and remove trash to designated areas (liners to be furnished by Town).
2. Clean and polish drinking fountain(s).
3. Dust all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures and other furnishings.
4. Spot damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
5. Dust telephones.
6. Damp wipe entrance metal and fingerprints on entrance glass.
7. Spot clean partition glass.
8. Turn off lights and make sure all designated doors are locked and alarm is set (if applicable).

B. Restrooms

1. Stock towels, toilet tissue, and hand soap (to be furnished by Town).
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Clean and disinfect dispenser covers.
6. Toilet and urinals are to be cleaned and sanitized inside and outside. Polish bright work.
7. Toilet seats are to be cleaned on both sides using disinfectant.
8. Scour and sanitize all sinks. Polish bright work.
9. Dust partitions, top of mirrors and frames.
10. Remove splash marks from walls and basins.
11. Lockers to be spot cleaned and tops dusted.

C. Kitchen & Breakroom

1. All trash receptacles are to be emptied and trash removed to a collection area.
2. Clean exterior of appliances.
3. Clean and damp wipe tables and chairs.
4. Spot clean walls near trash receptacles with disinfectant.

5. Clean fronts, tops and sides of trash receptacles with disinfectant as needed.
6. Use high co-efficient disinfectant for proper sanitization as required i.e. sinks and counters and microwave ovens.
7. Clean and polish drinking fountain(s)/water coolers.

D. Floors

1. Dust mop all hard surface floors.
2. Damp mop all hard surface floors.

II. Weekly Cleaning

A. All Areas

1. Dust all vertical surfaces of desks, file cabinets, tables and other office furniture.
2. Detail vacuum all carpeting, taking care to get corners, along edges and beneath furniture.
3. Detail mop hard surface floors, taking care to get corners, along edges and beneath furniture.
4. Dust stairway rails.
5. Thoroughly damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
6. Inspect high/low corners for cob-webs and remove as needed.

III. Monthly Cleaning

A. All Areas

1. Complete all high dusting (up to 10’ feet height maximum) including window blinds.
2. Vacuum all upholstered furniture.
3. Damp wipe telephones using disinfectant.
4. Remove fingerprints and marks from around light switches and door frames.

PART 5 – SMYRNA JUSTICE CENTER includes Entrance, Lobby, Hallways, Common Areas, Judges Offices, Waiting Room, Court Room, Court Clerk Office, Breakrooms/Kitchen and Restrooms

I. Daily Cleaning:

A. Entrances, Hallways, Common Areas

1. Empty trash receptacles and remove trash to designated areas.
2. Clean, disinfect and polish drinking fountains.
3. Dust all horizontal surfaces, including windowsills, tables, and furniture
4. Damp wipe all horizontal surfaces to remove coffee rings, smudges and spillage as needed.
5. Spot clean partition glass
6. Clean entrance door frames, handles and glass (inside/outside)

7. Vacuum floor mats and high traffic carpet areas
8. Sweep and damp mop hard surface floors

B. Lobby

1. Empty trash receptacles and remove trash to designated areas.
2. Clean, disinfect and polish drinking fountains.
3. Dust all horizontal surfaces, including windowsills, tables, and furniture
4. Damp wipe all horizontal surfaces to remove coffee rings, smudges and spillage as needed.
5. Spot clean partition glass
6. Clean entrance door frames, handles and glass (inside/outside)
7. Vacuum floor mats and high traffic carpet areas
8. Sweep and damp mop hard surface floors

C. Judges Offices, Waiting Room, Court Room, Court Clerk Office

1. Empty trash receptacles and remove trash to designated areas.
2. Dust all horizontal surfaces, including windowsills, tables, and furniture
3. Dust telephones
4. Damp wipe all horizontal surfaces to remove smudges and spillage as needed.
5. Spot clean partition glass and mirrors
6. Clean entrance door frames, handles and glass (inside/outside)
7. Vacuum high traffic carpet areas
8. Clean, polish and disinfect drinking fountains
9. Sweep and damp mop hard surface floors

D. Breakrooms/Kitchen

1. Empty and clean all trash receptacles and replace with new liner
2. Clean, disinfect and polish drinking fountains
3. Clean microwave ovens inside/outside
4. Dust and clean outside of appliances
5. Wipe clean horizontal and vertical surfaces of tables, stools and chairs
6. Spot clean walls, light switches, walls near trash receptacles with disinfectant, door handles and frames
7. Vacuum floor mats
8. Sweep and damp mop hard surface floors

E. Restrooms

1. Stock towels, toilet tissue, and hand soap
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Toilet and urinals are to be cleaned and sanitized inside/outside

6. Toilet seats are to be cleaned on both sides using disinfectant
7. Scour and sanitize all sinks. Polish bright work
8. Dust partitions, top of mirrors and frames
9. Remove splash marks from walls and around basins

II. Weekly Cleaning

A. All Areas

1. Dust all vertical surfaces of tables, chairs, furniture, items on walls.
2. Vacuum all carpet areas including corners and edges and beneath furniture
3. Dust windowsills and blinds

III. Monthly Cleaning

A. All Areas

1. Vacuum all upholstered furniture
2. Dust window blinds and baseboards
3. Disinfect telephones
4. Remove fingerprints and marks from around light switches and door frames.
5. Complete high dusting of light fixtures, air vents, corners, edges

PART 6 – GENERAL CONDITIONS: TOWN HALL, PARKS OFFICE/ATHLETIC OFFICE/SOAC, SMYRNA WATER TREATMENT PLANT, SMYRNA WASTEWATER TREATMENT PLANT AND SMYRNA JUSTICE CENTER

1. Three times per week (Monday, Wednesday, Friday), collect all paper and cardboard recycling from recycling containers in Town Hall, Parks Office/ Athletic Office/SOAC/Pool Area, WTP, WWTP, Justice Center and place them in a paper recycling container at Town Hall.
2. Unless otherwise stated in the contract, all chemicals and equipment will be supplied by the Contractor. All paper supplies, soap for all restroom dispensers, trash liners, space deodorants, sand, etc. will be furnished by the customer.

SECTION III – FEE SCHEDULE

PART 1 - TOWN HALL SERVICE - 5 TIMES PER WEEK

QTY	UNIT	UNIT PRICE	ANNUAL TOTAL PRICE
12	Month	$ 3,000.00	$ 36,000.00
1	Shampoo / soil Retardant (sq. ft.)	$ 1,200.00	$ 1,200.00
		TOTAL	$ 37,200.00

PART 2 - PARKS OFFICE, ATHLETIC OFFICE, SOAC SERVICE – 5 TIMES PER WEEK

QTY	UNIT	UNIT PRICE	ANNUAL TOTAL PRICE
12	Month	$ 3,900.00	$ 46,800.00

PART 2 A - SPLASHTOWN LOCKER ROOMS SERVICE –5 TIMES PER WEEK

QTY	*UNIT*	*UNIT PRICE*	*TOTAL PRICE*
14	*Weekly*	$ 450.00	$ 6,300.00

PART 3 - WATER TREATMENT PLANT SERVICE - 2 TIMES PER WEEK

QTY	UNIT	UNIT PRICE	ANNUAL TOTAL PRICE
12	Month	$ 780.00	$ 9,360.00

PART 4 - WASTEWATER TREATMENT PLANT SERVICE - 2 TIMES PER WEEK

QTY	UNIT	UNIT PRICE	ANNUAL TOTAL PRICE
12	Month	$ 780.00	$ 9,360.00

PART 5 – JUSTICE CENTER SERVICE - 5 TIMES PER WEEK

QTY	UNIT	UNIT PRICE	ANNUAL TOTAL PRICE
12	Month	$ 2,250.00	$ 27,000.00
1	Shampoo / soil Retardant (sq. ft.)	$ 900.00	$ 900.00
		TOTAL	$ 136,920.00

The Town of Smyrna reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the best interest of the Town.

AGREEMENT

This Agreement is made and entered into as of this 4th day of August, 20 26, by and between TNT Group, LLC, a Tennessee Limited Liability Company (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of providing Annual Janitorial Services for Town Facilities.

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. § 12-4-127.

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 17 serves to meet such burden and authorization of disclosure.

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

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

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

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

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

TOWN OF SMYRNA, TENNESSEE

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

BIDDER:

By: Hajar Sindl Hajar Sindl
Title: President/Operations Executive

ATTEST:

_____

TOWN OF SMYRNA

CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Janitorial Services Project:

TNT Group, LLC

the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex;

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

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 TNT Group, LLC Date August 04, 2026

Signature Hajar Sindl Hajar Sindl Title President/Operations Executive

Printed or typed name and title

TOWN OF SMYRNA

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on Town of Smyrna Janitorial Services Project,

TNT Group, LLC

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:

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

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 TNT Group, LLC Date August 04, 2026

Signature Hajar Sindl Hajar SindI Title President/Operations Executive

Printed or typed name and title

SECTION IV - SPECIFICATION COMPLIANCE

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

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

Proposal Exceptions

Section	Brief Description
	No Exceptions

By signature below, proposer acknowledges any submittal to be in full compliance with all aspects of each section of the RFP 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.

TNT Group, LLC	615-335-6040
COMPANY NAME	TELEPHONE NUMBER
Hajar SindI	President/Operations Executive
REPRESENTATIVE NAME	TITLE OF REPRESENTATIVE
Hajar SindI	info@tntgrouptn.com
SIGNATURE	E-MAIL ADDRESS

Janitorial Services RFP
August 4, 2026 @ 10:00AM

Vendors	The Goldenseal Company	JANARUS	TNT Group	Ajax Industrial Cleaning, LLC	Aquamen Cleaning LLC	Jowers Cleaning Service	City Wide Facility Solutions	Versatile Enterprise	ED Holdings LLC dba Stratus of Nashville	Anago Cleaning Systems	American Facility Services	Environment Control	Jani King	Mint Condition
Town Hall Monthly Fee	$ 4,973.58	$ 6,357.25	$ 3,000.00	$ 3,450.00	$ 8,133.00	$ 5,630.47	$ 6,423.07	$ 2,890.75	$ 5,600.00	$ 4,580.00	$ 4,783.00	$ 6,961.60	$ 5,888.85	$ 7,850.00
Shampoo extract/Soil retardant based on approx. 37,000 sq. ft.	$ 0.30	$ 2,998.32	$ 1,200.00	$ 892.60	$ 0.33	$ 0.50	$ 4,736.00	$ 0.75	$ 2,000.00		$ 0.15	$ 0.15	$ 2,676.60	
Parks Office, Athletic Office & SOAC Monthly Fee	$ 2,389.83	$ 1,515.85	$ 3,900.00	$ 3,567.00	$ 3,500.00	$ 790.66	$ 1,628.70	$ 1,565.75	$ 1,500.00	$ 1,493.00	$ 1,229.00	$ 2,635.20	$ 2,143.05	$ 2,500.00
Splashtown Locker Rooms Weekly Fee	$ 150.00	$ 338.33	$ 450.00	$ 100.00	$ 733.00	$ 250.58	$ 235.74	$ 172.50	$ 200.00	$ 166.00	$ 1,176.00	$ 218.86	$ 280.34	$ 500.00
Water Treatment Plant Monthly Fee	$ 975.00	$ 772.34	$ 780.00	$ 900.00	$ 1,500.00	$ 775.96	$ 584.91	$ 606.30	$ 725.00	$ 1,105.00	$ 557.00	$ 1,204.60	$ 865.03	$ 1,400.00
Wastewater Treatment Plant Monthly Fee	$ 975.00	$ 815.14	$ 780.00	$ 800.00	$ 1,200.00	$ 915.52	$ 458.13	$ 560.13	$ 550.00	$ 491.00	$ 392.00	$ 301.20	$ 971.13	$ 1,100.00
Justice Center Monthly Fee	$ 4,461.59	$ 801.21	$ 2,250.00	$ 3,167.00	$ 2,500.00	$ 995.05	$ 1,153.10	$ 1,120.26	$ 1,375.00	$ 1,045.00	$ 637.00	$ 1,725.40	$ 2,706.25	$ 3,450.00
Shampoo extract/Soil retardant based on approx. 5,000 sq. ft.	$ 0.30	$ 358.00	$ 900.00	$ 1,920.00	$ 0.33	$ 0.50	$ 800.00	$ 0.75	$ 350.00		$ 15.00	$ 0.15	$ 1,103.47	
Monthly Total without shampoo	**$ 13,925.00**	**$ 10,600.12**	**$ 11,160.00**	**$ 11,984.00**	**$ 17,566.00**	**$ 9,358.24**	**$ 10,483.65**	**$ 6,915.69**	**$ 9,950.00**	**$ 8,880.00**	**$ 8,774.00**	**$ 13,046.86**	**$ 12,854.65**	**$ 16,800.00**

POINTS	TOTAL COST	COMPANY
36	$6,915.69	Versatile Enterprise
38	$8,774.00	American Facility Services
40	$8,880.00	Anago Cleaning Systems
42	$9,358.24	Jowers Cleaning Service
44	$9,950.00	ED Holdings LLC dba Stratus of Nashville
46	$10,483.65	City Wide Facility Solutions
48	$10,600.12	JANARUS
50	$11,160.00	TNT Group
48	$11,984.00	Ajax Industrial Cleaning, LLC
46	$12,854.65	Jani King
44	$13,046.86	Environment Control
42	$13,925.00	The Goldenseal Company
40	$16,800.00	Mint Condition
38	$17,566.00	Aquamen Cleaning LLC

$11,592.73 average total of all 14 proposals

TOWN OF SMYRNA ANNUAL JANITORIAL SERVICES
PROPOSAL EVALUATION - AUGUST 4, 2026

CRITERIA	The Goldenseal Company	JANARUS	TNT Group	Ajax Industrial Cleaning, LLC	Aquamen Cleaning LLC	Jowers Cleaning Service	City Wide Facility Solutions	Versatile Enterprise	ED Holdings LLC dba Stratus of Nashville	Anago Cleaning Systems	American Facility Services	Environment Control	Jani King	Mint Condition
A. FEE SCHEDULE FOR SERVICES	132	144	150	150	120	126	138	108	132	120	114	138	144	126
B. REFERENCES - QUALITY OF PRIOR WORK, INCLUDING DEFICIENCIES, TIMELINESS	62	59	59	60	61	73	47	52	49	47	65	58	60	57
C. QUALIFICATIONS, CREDENTIALS AND RELATED EXPERIENCE	64	63	66	60	63	74	50	58	48	46	66	64	62	59
TOTALS	258	266	275	270	244	273	235	218	229	213	245	260	266	242

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.f.
Department: Public Works
Date: September 8, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a maintenance agreement with Rutherford County Schools for construction of a fence in the right-of-way of Bulldog Drive.

Fiscal Impact:
No fiscal impact to the Town.

Contract Type:
Original Contract

Contract Term (if applicable):
This Agreement shall commence upon execution by all parties and shall remain in full force and effect until terminated by written agreement of the parties or until the Fence is permanently removed and all obligations of RCS with respect thereto have ceased; provided, however, that RCS's maintenance and repair obligations shall survive completion of construction and continue for so long as the Fence remains within or along the Town right-of-way.

Background:
Smyrna High School requested the developer of the Krogers commercial subdivision to install a 6-foot chain link fence along Bulldog Drive.

Summary:
Since the right-of-way of Bulldog Drive is near or adjacent to the back of curb of the parking spaces on the school property, the school is requesting to install the fence between back of sidewalk and back of parking space curbing. This would place the fence within the Bulldog Drive right-of-way. To ensure the town is not and will not be held liable for damage to the school's fence, we are proposing a fence maintenance agreement between all parties.

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

Attachments:

1. Agreement for Fence RCS and TOS DRAFT 7AUG26

RIGHT-OF-WAY FENCE MAINTENANCE AGREEMENT

This Right-of-Way Fence Maintenance Agreement ("Agreement") is made and entered into by and between the Town of Smyrna, Tennessee ("Town") and Rutherford County Board of Education, by and through Rutherford County Schools ("RCS").

RECITALS

WHEREAS, the Town owns or controls certain public right-of-way located along Bulldog Drive between the Kroger property and Smyrna High School; and

WHEREAS, Southeastern Development, Developer for Bulldog Drive Kroger project, desires to construct a fence within or adjacent to such right-of-way, subject to the terms and conditions of this Agreement and all applicable requirements of the Town; and

WHEREAS, RCS has agreed to assume responsibility for the ongoing maintenance, repair, and replacement of such fence following installation; and

WHEREAS, the parties desire to set forth their respective rights, duties, and obligations concerning the construction, maintenance, and continued condition of the fence.

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

1. Location and Purpose. The fence that is the subject of this Agreement ("Fence") shall be installed within or along the Town of Smyrna right-of-way on Bulldog Drive between the Kroger property and Smyrna High School, at a location approved by the Town and RCS. The purpose of the Fence is to serve as a boundary, screening, safety, or related improvement, as may be approved by the Town.
2. Construction of Fence. Southeastern Development shall, at its sole cost and expense, furnish all labor, materials, equipment, traffic control, and incidentals necessary to construct and complete the Fence.
3. Maintenance and Repair. Upon completion of construction and acceptance by the Town and RCS, RCS shall, at its sole cost and expense, be responsible for all future maintenance, repair, replacement, and upkeep of the Fence. Such responsibility shall include, without limitation, routine maintenance, painting or finishing, straightening, cleaning, replacement of damaged or deteriorated components, and all other work necessary to keep the Fence in a safe, neat, attractive, and fully functional condition.
4. Town Standards. At all times following installation, the Fence shall be maintained by RCS in accordance with all applicable Town standards, requirements, and ordinances, as the same may be amended from time to time. If the Town determines that the Fence is not being maintained to Town standards, the Town shall provide written notice to RCS describing the deficiency. RCS shall promptly undertake such maintenance, repair, or replacement as may be necessary to bring the Fence into compliance.
5. Rights of Town. The Town's permission for the Fence to be located within or along the right-of-way is non-exclusive and shall not interfere with the Town's use of the right-of-way

for public purposes. The Town reserves the right, upon reasonable notice to RCS, to require relocation, modification, repair, or removal of the Fence if the Town determines that such action is necessary for public safety, roadway improvements, utilities, drainage, maintenance of the right-of-way, or any other lawful municipal purpose. Unless otherwise agreed in writing, the cost of any such relocation, modification, repair, or removal required due to the condition of the Fence or RCS's use shall be borne by RCS; provided, however, that Developer shall have no obligation for any such cost after completion of the initial construction.

6. No Duty of Town. The Town shall have no obligation to construct, maintain, repair, replace, or insure the Fence, and the Town shall incur no liability or responsibility for damage to the Fence from traffic, weather, public use, municipal operations, utility work, or any other cause.
7. To the fullest extent permitted by law, RCS shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from and against any and all claims, demands, suits, causes of action, damages, losses, fines, penalties, costs, and expenses, including reasonable attorney's fees, arising out of or relating to the maintenance, repair, replacement, presence, or condition of the Fence after completion of construction, but only to the extent caused by the negligent acts or omissions or willful misconduct of RCS, its employees, agents, or contractors.
8. Term. This Agreement shall commence upon execution by all parties and shall remain in full force and effect until terminated by written agreement of the parties or until the Fence is permanently removed and all obligations of RCS with respect thereto have ceased; provided, however, that RCS's maintenance and repair obligations shall survive completion of construction and continue for so long as the Fence remains within or along the Town right-of-way.
9. Default. If RCS fails to maintain the Fence in accordance with this Agreement after written notice and a reasonable opportunity to cure, the Town may, but shall not be obligated to, perform or cause to be performed such work as is reasonably necessary to bring the Fence into compliance, and RCS shall reimburse the Town for the reasonable costs thereof upon demand. The remedies set forth herein shall be cumulative and in addition to any other rights or remedies available at law or in equity.
10. No Property Interest. This Agreement does not convey any ownership interest, easement, or other real property right in or to the Town right-of-way. Any right to place and maintain the Fence within or along the right-of-way is permissive only and subject to the terms of this Agreement.
11. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by recognized overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below, or at such other address as a party may designate by notice.
12. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating thereto.
13. Amendment. This Agreement may be amended only by a written instrument executed by all parties.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TOWN OF SMYRNA, TENNESSEE

By: _____

Name: _____

Title: _____

Date: _____

RUTHERFORD COUNTY BOARD OF EDUCATION, by and through RUTHERFORD COUNTY SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.g.
Department: Public Works
Date: September 8, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with CSX Transportation, Inc. for design services for a pedestrian crossing at Enon Springs Road as part of the Lowry Street Phase 3 project.

Fiscal Impact:
Lowry Street Phase 3 is a Multimodal Access Grant funded project with a (90/10) split. This agreement is with the Town and CSX for them to design the at-grade pedestrian crossing of Enon Springs Road. The contract is for $24,849.00. Currently we have $150,000 budgeted for this fiscal year in 320-43102-906 ($135,000 Grant and $15,000 Local).

Contract Type:
Original Contract

Contract Term (if applicable):
CSXT may terminate this Agreement as provided pursuant to Section 3.3.3, or upon Agency's breach of any of the terms of, or its obligations under, this Agreeement and such breach continues without cure for a period of 90 days after written notification from CSXT to Agency of such breach.

Background:
The Lowry Street Phase 3 project is intended to connect pedestrian facilities along Enon Springs Road, on each side of the railroad tracks, to sidewalks in downtown to create smaller looped sections of sidewalk with the intent of encouraging pedestrian transportation from residential to commercial areas.

Summary:
This contract with CSX will allow them to complete the design of an at-grade pedestrian crossing along Enon Springs. Currently, adults and children walk this path and cross Enon Springs and Lowry Street to access schools on the west side of the tracks.

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

Attachments:

1. TN(TBD) - PE Agreement - Sidewalk Improvement Enon Springs Rd, Rutherford Co, TN

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this **"Agreement"**) is made as of _____, 20___, by and between **CSX TRANSPORTATION, INC.**, a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), **Town of Smyrna**, a body corporate and political subdivision of **State of Tennessee** ("Agency").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **sidewalk improvements at Enon Springs Road, Smyrna, Rutherford County, TN, DOT #: 349249L, Nashville Division, Chattanooga Subdivision, MP 00J 0020.730** (the "**Project**").

2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.

3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. Scope of Work

   1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.

   1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld

for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **$24,849.00** (the "**Estimate**" as amended or revised). Advanced deposit of **$24,849.00** to initiate the project has been received and applied to project. In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

5. Termination.

5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight

carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: Town of Smyrna
315 South Lowry Street
Smyrna, Tennessee 37167
Attention: Tom Rose, Public Works Director

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.

11. Applicable Law. This Agreement shall be governed by the laws of the **State of Tennessee**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in **Rutherford County, Tennessee**, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in **Rutherford County, Tennessee**.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **June 18, 2025.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

TOWN OF SMYRNA

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Smyrna, Rutherford Co., TN: Sidewalk Improvement Enon Springs Rd: 349249L, Nashville Division, Chattanooga Sub, 00J 20.73: PIN 132341.00

CSXT OP# _____ (To be filled in by CSXT)

****

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*********Mail a Check*********
Mail this form (via USPS only), along with your paper check (do not send the Agreement) to the following address:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

****

OR

*******ACH/EFT Payment*******
Submit Payment to:

CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192

Acct # 1219082172
ACH ABA# 267084199

****

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

Brad Armstrong
Project Manager - Public Projects
4802 Decoursey Pike
Taylor Mill, KY 41015
Brad_Armstrong@csx.com
Nicole_Henning@csx.com
MDonnelly@crouchengineering.com

****

(All information below to be completed by Agency providing Payment)

Sponsor Name	Payment Date	Check #	Amount

ACCT. CODE : 709 - TBD

Buy America

Form Revision 20251029-B

ESTIMATE SUBJECT TO REVISION AFTER:	**7/17/2027**		**DOT NO.:** 349249L		
CITY: Smyrna		**COUNTY:** Rutherford		**STATE:** TN	
DESCRIPTION:	PE FAE for Town of Smyrna Smyrna, Rutherford County, TN - Sidewalk Improvement Enon Springs Rd at grade crossing to CSXT; DOT# 349249L, Nashville Division, Chattanooga Subdivision, MP# 00J 20.73.				
DIVISION: Nashville		**SUB-DIV:** Chattanooga		**MILE POST:** 00J 20.73	
AGENCY PROJECT NUMBER:					

PRELIMINARY ENGINEERING:							
Contracted & Administrative Engineering Services - Crouch Engineering						$	16,700
Contracted & Administrative Engineering Services - CSXT Real Estate Research Fee						$	-
Contracted & Administrative Engineering Services - CSXT Admin Fees						$	1,000
Subtotal						**$**	**17,700**
CONSTRUCTION ENGINEERING/INSPECTION:							
Contracted & Administrative Engineering Services - Crouch Engineering						$	-
Contracted & Administrative Engineering Services - CSXT Admin Fees						$	-
Subtotal						**$**	**-**
FLAGGING SERVICE: (Contract Labor)							
Labor (Foreman/Inspector)			3	Days @	$ 700.00	$	2,100
Additive	240.40%	(Engineering Department)				$	5,049
Subtotal						**$**	**7,149**
SIGNAL & COMMUNICATIONS WORK:						**$**	**-**
TRACK WORK:						**$**	**-**
PROJECT SUBTOTAL:						**$**	**24,849**
CONTINGENCIES:	0.00%					$	-
PROJECT TOTAL:		**********				$	24,849
CURRENT AUTHORIZED BUDGET:		**********				$	-
TOTAL SUPPLEMENT REQUESTED:		**********				**$**	**24,849**

DIVISION OF COST:

Agency	100.00%	$	24,849
Railroad	0.00%	$	-
		$	24,849

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: M Moawad, Crouch Engineering **Approved by:** *BWA* **CSXT Public Project Group**

DATE: 07/17/26 **REVISED:** **DATE:** 07/21/26

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.h.
Department: Public Works
Date: September 8, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a "No Cost" agreement between the Town of Smyrna and the Tennessee Department of Transportation for the Town to access TDOT's CCTV.

Fiscal Impact:
This is a NO COST contract.

Contract Type:
Original Contract

Contract Term (if applicable):
This is a 12 month contract.

Background:
The "Access to Live Video" is that video feed provided by a Closed-Circuit Television (CCTV) system developed and deployed for traffic management and provided by the Tennessee Department of Transportation and its Regional Transportation Management Centers (RTMC). The CCTV feeds will show live traffic conditions including crashes, stalled vehicles, road hazards, weather conditions, traffic congestion, maintenance work, and repair work locations. TDOT will not entertain requests to turn, adjust or reorient cameras.

Summary:
The purpose of providing the Procuring Party with Access to Live Video is to provide public outreach regarding the status of various roadways as well as to detect and disseminate real-time traffic information to motorists and improve incident response and recovery. All the provisions of this Agreement are intended to ensure that the CCTV system is accessed, and its information is used for this purpose and this purpose alone.

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

Attachments:
1. TDOT CCTV Agreement

NO COST CONTRACT

(no cost contract, involving no monetary obligation between the parties, with an individual, business, non-profit, or government entity of another state or country)

Begin Date	End Date	Agency Tracking #	Edison ID
XX/XX/XXXX	XX/XX/XXXX	40100-51638	89098

Contractor Legal Entity Name	Edison Vendor ID (optional)

Service Caption

Access to live video

Ownership/Control

☐ Minority Business Enterprise (MBE):

☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American

☐ Woman Business Enterprise (WBE)

☐ Service-Disabled Veteran Enterprise (SDVBE)

☐ Disabled Owned Businesses (DSBE)

☐ Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☐ Government ☐ Non-Minority/Disadvantaged ☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☐ Competitive Award	Describe the competitive award process used. Include Solicitation Number, if applicable:
☒ Other	No cost contract

CPO USE - NC

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Transportation ("State") and Contractor Legal Entity Name ("Contractor" or "Procuring Party") is for the provision of Access for Live Video and Information Sharing with Media Partners, as further defined in the "SCOPE OF SERVICES." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE OF SERVICES:

A.1. CCTV Definition. The "Access to Live Video" is that video feed provided by a Closed-Circuit Television (CCTV) system developed and deployed for traffic management and provided by the Tennessee Department of Transportation and its Regional Transportation Management Centers (RTMC). The CCTV feeds will show live traffic conditions including crashes, stalled vehicles, road hazards, weather conditions, traffic congestion, maintenance work, and repair work locations. TDOT will not entertain requests to turn, adjust or reorient cameras.

A.2. Public Outreach. The purpose of providing the Procuring Party with Access to Live Video is to provide public outreach regarding the status of various roadways as well as to detect and disseminate real-time traffic information to motorists and improve incident response and recovery. All the provisions of this Agreement are intended to ensure that the CCTV system is accessed, and its information is used for this purpose and this purpose alone.

A.3. Information Sharing, as defined in this agreement is: information provided or discovered by the Procuring Party which has an adverse traffic impact on any Tennessee Interstate or State Route, and which adversely affects travelers. Any information that falls within this definition will be shared with the nearest State RTMC within 10 minutes of receiving such information.

A.4. The Procuring Party agrees to display the SmartWay logo in the upper right-hand corner of any view provided outside of the agency regardless of posting size.

A.5. The Procuring Party shall not place advertisements on or directly adjacent to the SmartWay video feed images. No image shall be displayed other than the SmartWay logo. Any Procuring Party that violates this provision may have their service terminated.

A.6. The Procuring Party agrees to provide timely, accurate information and assistance to TDOT or other agencies, responders and roadway users about roadway conditions, major and minor incidents and alternate routes through the use of any media and USER resources.

a. The Procuring Party agrees to notify the RTMC of their surrounding State Region of any unexpected incidents that are expected to have an adverse impact on traffic operations of Interstate or State Routes, within 10 minutes of first notification to the Procuring Party. This applies to any incident where State or the Tennessee Highway Patrol is not already on scene. Unexpected incidents may include, but are not limited to: traffic crashes, disabled vehicles, roadway debris, hazardous weather conditions, traffic queues, or traffic signal failures.

b. The Procuring Party agrees to collaborate with the State with respect to traffic management of planned events that are expected to have an adverse impact on traffic operations of Interstate or State Routes. Planned events include temporary traffic generating events (such as concerts or fairs) and roadway work zone activities (such as construction or maintenance activities). Collaboration and information sharing between the Procuring Party and the State should occur as early as possible.

A.7. The Procuring Party acknowledges that access is intended for traffic monitoring purposes only and may not be used for commercial purposes or sold.

A.8. The Procuring Party will list all users that will have access to the feed below.

Users:

The Procuring Party agrees to notify the State of any changes in employment, immediately upon event, such as terminations or new employees that will have access.

The Procuring Party understands and agrees that access to the CCTV system is limited to employees of Procuring Party as identified herein. This access is nontransferable to any other individuals or entities outside of the Procuring Party.

If the Procuring Party intends to utilize a Third-Party vendor, list Third-Party vendor and point of contact here:

The Procuring Party may submit a request to the TDOT Traffic Operations Division. Third-Party vendor access is limited exclusively to TDOT-approved SmartView+ Users who hold an active, unexpired Video Sharing Agreement with TDOT and maintain TDOT recognized first-responder status. TDOT Operations Division may grant or deny this request at their sole discretion. If the request is granted, the Third-Party vendor must enter its own contract with TDOT and is strictly prohibited from extending, sharing, or providing access to any customers or entities beyond those for whom they are expressly authorized. TDOT or its CCTV vendor may interrupt or terminate access if it is determined that there is a negative impact occurring. This access is live feed only. TDOT does not record any footage and cannot verify the authenticity of any recording.

A.9. For troubleshooting assistance and third-party vendor access, contact tdot.trafficops@tn.gov.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on Date ("Effective Date") and ending on Date, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date or after the term has ended.

C. PAYMENT TERMS AND CONDITIONS:

There shall be no cost to the State for the performance of services under this Contract.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.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 stated below or any other address provided in writing by a Party.

The State:

Adam Perez
TDOT Traffic Operations Division
William R. Snodgrass Tennessee Tower, 20th Floor
312 Rosa L Parks Ave.
Nashville, TN 37243
adam.perez@tn.gov
Telephone# 615-840-5064

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. 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.5. 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 materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for beach of this Contract.

D.6. Assignment and 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. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part of the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.7. Conflicts of Interest. The Contractor warrants that no 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 under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.8. 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, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Prohibition of Illegal Immigrants. The requirements of Tennessee Code Ann. §12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment One, hereto, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tennessee Code Ann. § 12-3-309 for acts or omissions occurring after its effective date. This law requires the Chief Procurement Officer to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose

physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.10. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract 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.

D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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.

D.14. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the Parties that such Parties are independent contracting entities and that nothing in this Contract shall be construed to create an 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 an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.15. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.16. State Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, 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 Contract or otherwise.

D.17. 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.18. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.19. Governing Law. This 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 Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tennessee Code Ann. §§ 9-8-101-408.

D.20. 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.21. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.22. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.23. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance of this Contract, these items shall govern in the order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment One;

c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

d. the State solicitation, as may be amended, requesting responses in competition for this Contract;

e. any technical specifications provided to proposers during the procurement process to award this Contract; and

f. the Contractor's response seeking this Contract.

D.24. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the

Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.25. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act 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 the Contract.

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

b. Contractor 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 the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor 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 Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another such document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.26. Tennessee Department of Revenue Registration. The Contractor 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 Contract.

D.27. Debarment and Suspension. The Contractor 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 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.28. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

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, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Maintenance and Operations of CCTV: The State will operate and maintain the CCTV system as a traffic management tool and consistent with this purpose. The State agrees to provide the Procuring Party with Access to Live Video and Information Sharing. The State does not guarantee the continuity of this access, and The State does not warrant the quality of any video feeds, or the accuracy of any image or information provided. Any reliance on such images or information is at the risk of the Procuring Party.

E.3. Video Feeds: The State will offer three levels of service for Access to Live Video and Information Sharing with Media Partners.

Level one, known as SmartView, will be a web-based interface offered free of charge to the Procuring Party.

Level two will be streams of video provided through SmartView but will be accessed via direct feeds from IP addresses. The Procuring Party agrees to use no more than three (3) concurrent streams at one time.

Level three will be an API provided to an approved SmartView+ partner only.

E.4. Video Recording: The State will not record video feeds except for staff training purposes, and no recordings will be made available to the Procuring Party under this Agreement.

E.5. Video Control: The State will maintain exclusive control of the information and images released from the CCTV system to the Procuring Party, including but not limited to determining whether and when to provide a CCTV system feed, from what location, and for what duration. No feed will deploy the cameras' zoom capabilities, and no image will focus on vehicle license plates, drivers, or other personal identification of individuals involved in any traffic-related incident. No image will focus on any property or person outside the State right-of-way. Access via feed will not be provided for events that are not, in the opinion of the State personnel, traffic related. The decision whether to activate, and upon activation to terminate the access, is exclusively at the discretion of THE STATE personnel. In addition, the State RTMC personnel will not accept requests that specific CCTV cameras are operated or repositioned.

E.6. Level of Service: Based on the agreed upon level of video service, (Refer to E.3) the State will provide each Procuring Party the same video feed from the CCTV system as any other Procuring

Party participating in this Agreement. This Agreement in no way limits or restricts the State from providing video information to any other potential Procuring Party.

E.7. Right of Video Management: The State reserves the right to re-direct this video access program or to change the areas, times, or levels of access within the RTMC at any time.

E.8. Training: The State will provide Training Opportunities to all entities named in this Agreement and encourage participation in said training.

E.9. Implementation Costs: Procuring Party is exclusively responsible for any costs related to the purchase and installation of the equipment necessary to receive the live video feed. Procuring Party will be required to remove previously installed equipment from the RTMC (if any). Procuring Party is exclusively responsible for any costs related to the removal of this equipment. Procuring Party must give RTMC personnel reasonable advance notice to schedule an appointment to remove equipment and RTMC personnel reserve the right to schedule such at a time and in such a manner so as to not interrupt or otherwise obstruct RTMC operations. Procuring Party staff at the RTMC shall be under the general direction of the RTMC Manager for routine conduct, privileges, and protocols within the RTMC.

E.10. Security of Feed: Procuring Party shall maintain the security and integrity of the CCTV system by limiting use of the system to trained and authorized individuals within their organization, and by ensuring the system is used for the specific purpose stated in this Agreement. No feed shall be purposely broadcast live or rebroadcast that is zoomed in on an incident where individuals or license numbers are recognizable.

E.11. Video Quality: Procuring Party accepts all risks inherent with the live video feeds, including, but not limited to, interruptions in the video feed, downtime for maintenance, or unannounced adjustments to the camera displays. The State is providing the video feeds as a convenience to the Procuring Party and agrees to provide a good faith effort to maintain the video feed from THE STATE equipment.

E.12. Hold Harmless: Procuring Party agrees to hold the State harmless, including the State employees and the State's designated agents, from any damages caused to Procuring Party by loss of a video signal due to equipment failure or any act or omission on their part.

E.13. Point of Contact: Procuring Party agrees to provide the State with a technical contact person and with a list of all Procuring Party personnel trained to operate the State SmartView system. Procuring Party shall limit technical calls to the RTMC for monitoring, diagnosing problems or otherwise performing any minor service on the SmartView system.

E.14. Source branding of the Video feed: Procuring Party agrees to acknowledge that the video feeds are provided by the Tennessee Department of Transportation.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER	**DATE**
APPROVED AS TO FORM AND LEGALITY:	

LESLIE SOUTH, GENERAL COUNSEL	**DATE**

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.i.
Department: Public Works
Date: September 8, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with HDR, Inc. for design of the improvements to Lee Road from Bermuda Chase through the intersection of Lee Road, Rocky Fork Road, and Seminary Road.

Fiscal Impact:
We budgeted $800,000 for total design services (320-43101-912). This portion of the design is to take the plans through Right-Of-Way acquisition for a cost of $459,135.92. There will be additional design fees in later fiscal years to complete the design once right of way acquisition is agreed upon.

Contract Type:

Contract Term (if applicable):
Based on notice to proceed, the engineer estimates approximately 10 months to complete the Right-Of-Way Plans.

Background:
Rutherford County School Board has agreed to purchase property on Lee Road for either a 2 or 3 school system. Once they begin the project, they anticipate a 3-year timeframe from construction plans to opening the doors. Therefore, to accommodate the new schools, the roadway system needs to be widened and the intersection made functional for buses and increased traffic demands. Town officials have met with school board staff who have committed to financially participate in upgrades to the roadway system based on the TIS. Also, by the Town overseeing the project, we will be able to incorporate the needs of the Rocky Fork to McEwen Connector project into the design.

Summary:
This scope of services assumes a 3 lane rural section with ditch system, round-a-bout, and tie-in to the existing surrounding roadway system. This scope will take the plans to ROW acquisition. From there we will have our appraiser and negotiator work to obtain the necessary right-of-way and easements. During this process, driveway relocations, fence removal / relocation, structure removal / relocation, tree removal, etc will be discussed and determined. These agreed changes will be incorporated into the final plan set that will be completed under a separate contract with HDR.

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

Attachments:

1. Town of Smyrna-Lee Rd Widening-Agrmt
2. Lee Road - Rocky Fork Road
3. Lee_Rd_Improvement_Project_Rocky_Fork_McEwen_Connector
4. LeeRoadPhase1

July 22, 2026

Tom Rose
Public Works Director
Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167

Dear Mr. Rose,

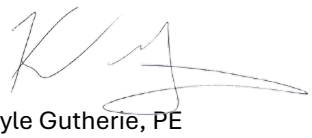
HDR appreciates the opportunity to submit our scope and fee proposal for the proposed improvements to Lee Road between Bermuda Chase Street and Rocky Fork Road in the Town of Smyrna. We understand this corridor is an important connection within one of the community's fastest-growing areas, and the planned improvements will enhance safety, capacity, and long-term mobility for residents and businesses.

Our team is excited to partner with the Town on advancing this project from concept through final right-of-way plans. Based on our understanding of the project, improvements include widening the existing two-lane roadway to a three-lane section and developing roundabout designs at both the western and eastern termini of the corridor. HDR's proposed services include project coordination, field survey, conceptual traffic analysis, roadway design, drainage planning, right-of-way plan development, and construction cost estimating.

Our proposed schedule targets a Notice to Proceed on August 10, 2026, with Final ROW Plans delivered in May 2027, providing a clear path forward for future project implementation. The total lump sum fee for the services described in our proposal is **$459,134.92**.

Thank you for the opportunity to support the Town of Smyrna on this important transportation improvement project. Should you have any questions regarding our proposal, please do not hesitate to contact us.

Sincerely,
HDR Engineering, Inc.



Kyle Gutherie, PE
Vice President
Area Manager (KY-TN)

120 Brentwood Commons Way, Suite 525, Brentwood, TN 37027-2029
(629) 228-7500

Project Description

The project site is located on Lee Road Between Bermuda Chase Street and Rocky Fork Road. The project will consist of widening the existing two-lane roadway to three lanes and will include intersection design for a roundabout at the west and east ends of the project. The proposed scope assumes a 3-lane rural typical section due to the flat topography and shallow ditches and drainage outlets within the project limits.

Scope of Services

HDR proposes to perform the following tasks associated with this project:

A. Roadway Design

Roadway design services will include project coordination efforts, pre-design meeting with City officials, site visits, topographic field survey, conceptual level traffic analysis, ROW plan development, and construction cost estimating. The Roadway plans will be developed using the TDOT ORD workspace. HDR will perform a field survey that will support the creation of a 2-D topographic plan model and a 3-D existing terrain model. Survey will include any utility markings provided by Tennessee 811 and any visible above ground utilities.

Roadway plans will be prepared and are to include the following:

Pre-Design

- Site Visit
- Pre-Design Meeting

Preliminary Line & Grade Plans

- Title Sheet
- Typical Sections
- Combined Present & Proposed Plan Sheets
- Profile Sheets
- Conceptual Traffic Control
- Drainage Maps
- Striping Sheets

- Cross Sections
- Line & Grade Review Meeting
- PDF & KMZ deliverable

ROW Review Plans

- Title Sheet
- Typical Sections
- Summary of Quantities
- ROW Acquisition Table
- Combined Present & Proposed Plan Sheets
- Profile Sheets
- Traffic Control Plan
- Drainage Maps
- Signing & Striping Sheets
- Cross Sections
- Culvert Cross Sections
- EPSC Plans
- ROW Review Meeting
- PDF & KMZ deliverable
- Construction Cost Estimate

Final ROW Plans

- Title Sheet
- Typical Sections
- Summary of Quantities
- ROW Acquisition Table
- Combined Present & Proposed Plan Sheets
- Profile Sheets
- Traffic Control Plan
- Drainage Maps
- Signing & Striping Sheets
- Cross Sections
- Culvert Cross Sections
- EPSC Plans
- ROW Exhibits & Proposed ROW & Easement descriptions
- PDF & KMZ deliverable

B. SERVICES NOT INCLUDED IN SCOPE

The following services or information are specifically excluded from the Consultant's Scope of Work but may be added by supplemental agreement.

- Urban Roadway Design (Curb-n-Gutter / Storm Sewer Design for Lee Road.)
- Geotechnical Drilling and Engineering
- Structural Engineering Services
- Retaining Wall Design
- Environmental Services
- Utility Design / Coordination
- Permitting, including sketches, applications, and fees.
- ROW Acquisition Services

Project Schedule (Preliminary)

- NTP – August 10, 2026
- Pre-Design Meeting - August 28, 2026
- Field Survey (7 weeks) – October 16, 2026
- Preliminary Line & Grade Plans (14 Weeks) – January 22, 2027
- ROW Review Plans (12 weeks) – April 16, 2027
- Final ROW Plans (4 Weeks) – May 14, 2027

Note: Project Schedule to be determined at Pre-Design Meeting

Project Fee

HDR proposes to perform the work described above for a lump sum fee of $459,134.92

STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the _____ day of _____, 20_____ by and between **THE TOWN OF SMYRNA, TENNESSEE,** a municipal corporation in the State of Tennessee, herein further referenced and identified as ("The Town") and **HDR ENGINEERING, INC.** herein further referenced and identified as ("Vendor") in order to amend the terms of the Agreement, including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service scheduled for presentation to the Town Council for approval on the ____ day of_____, 20_____.

WITNESSETH

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

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

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

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

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

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

4. NON-APPROPRIATION: Vendor acknowledges that the Town is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event the Town fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes

without liability to the Town, and such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to the Town.

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

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

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

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

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

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

10. STANDARD OF CARE:. Vendor shall provide its services in accordance with the normal degree of care and skill of other reputable Engineers providing similar services on similar projects of like size and nature at the same time and in the same locale as this project.

11. SOFTWARE DEADLINE, TESTING AND ACCEPTANCE: If applicable to the Agreement, software provided by Vendor shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of the Agreement and this Addendum thereto, unless the Agreement states a specific date which is before or after said deadline. In Addition, software provided by Vendor to the Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets the Town's needs. The Town shall have seven (7) business days after the software is installed to perform testing of the

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

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

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

14. CHANGES TO TERMS. Except as provided in Paragraph No. 13 above pertaining to Vendor's Privacy Policy, Vendor shall provide the Town written notice, sent in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to the Agreement at least ninety (90) days prior to being effective to the Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this

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

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

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

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

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

that the final, duly executed addendum differs in any respect from any previous draft hereof.

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

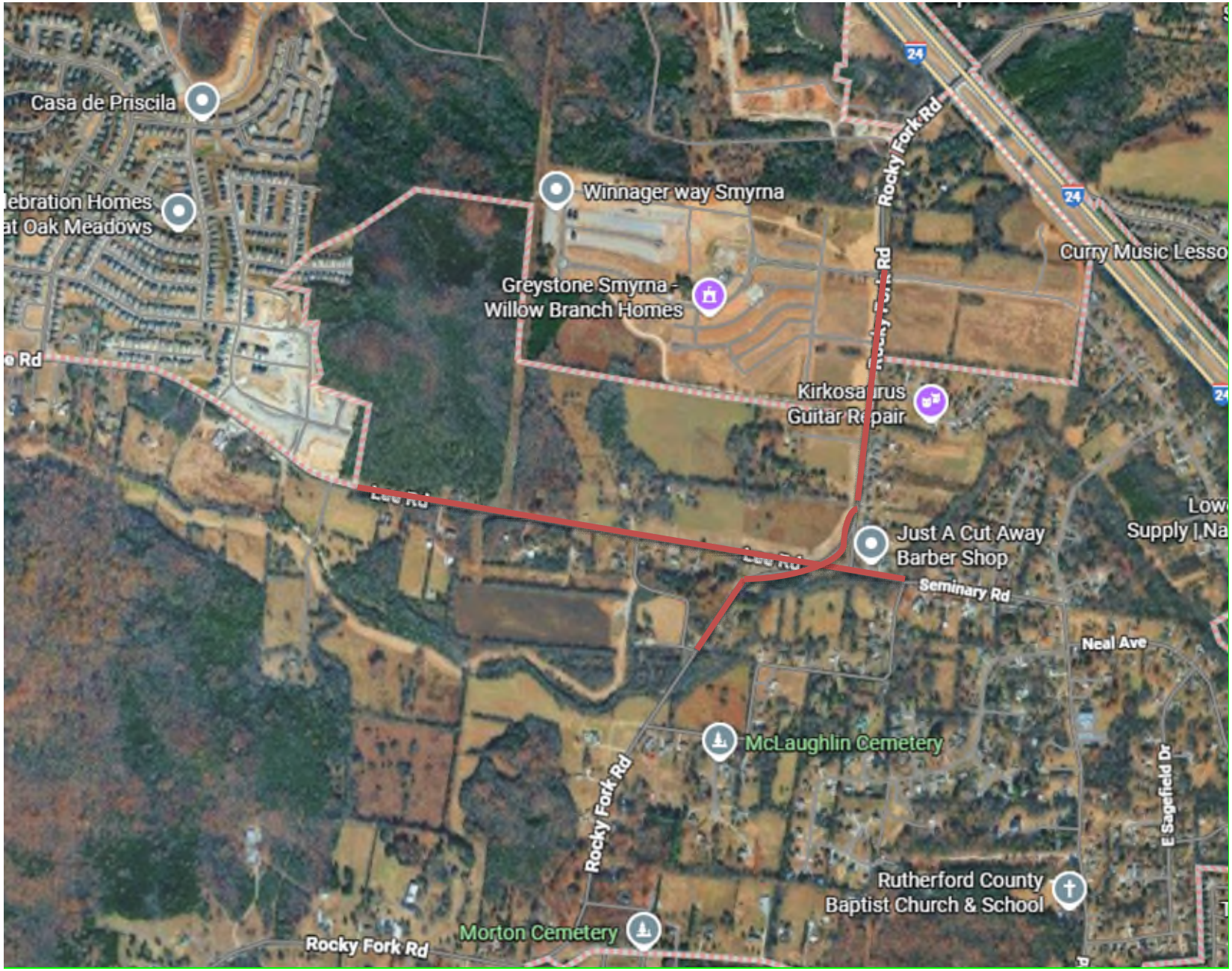
20. EFFECTIVE DATE: This addendum shall be deemed to have the same effective date of the Agreement.

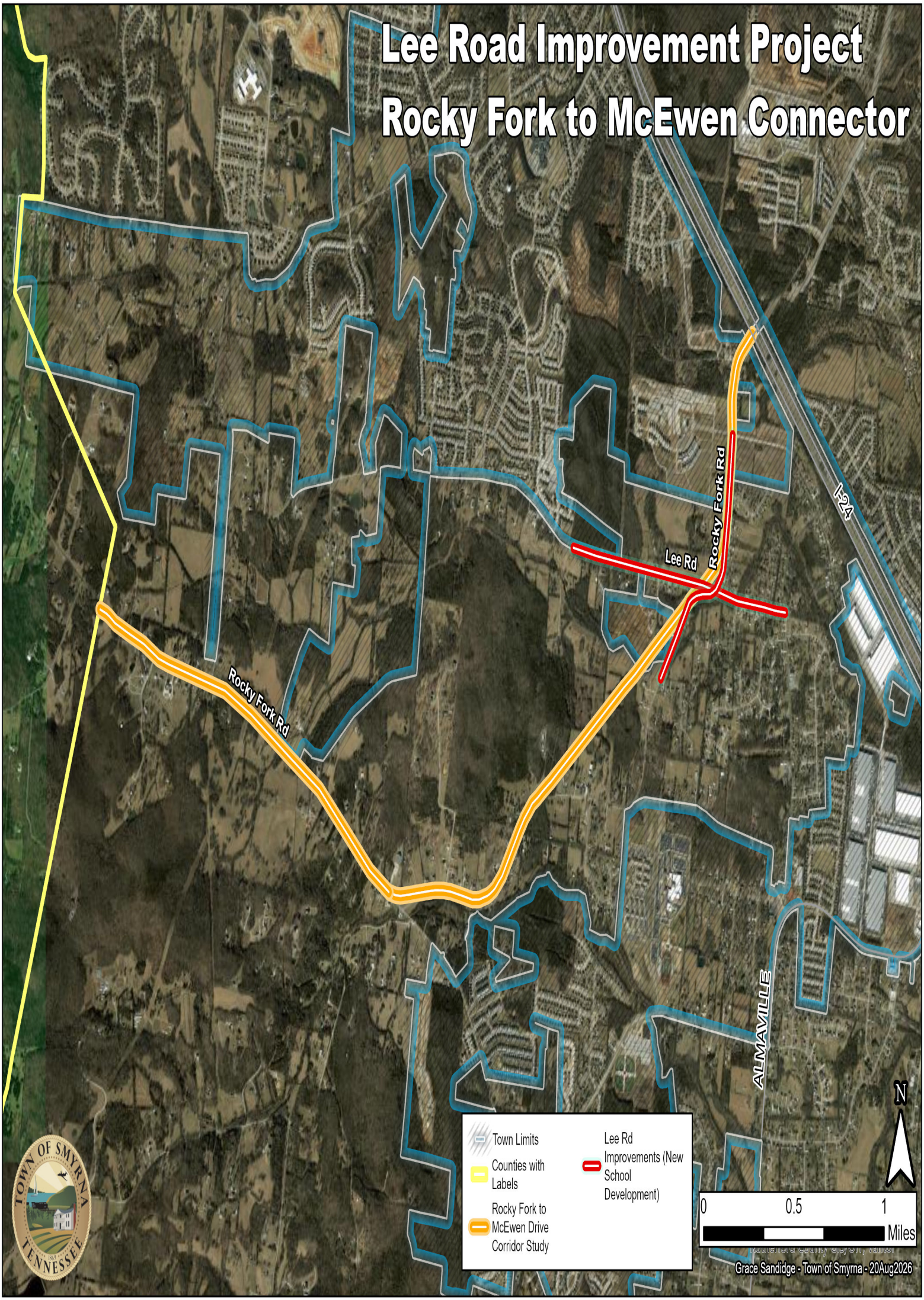
IN WITNESS WHEREOF, the parties hereto warrant and represent that the individual who has signed this addendum on behalf of such party is duly authorized by all necessary and appropriate corporate action to sign this addendum.

HDR ENGINEERING, INC.

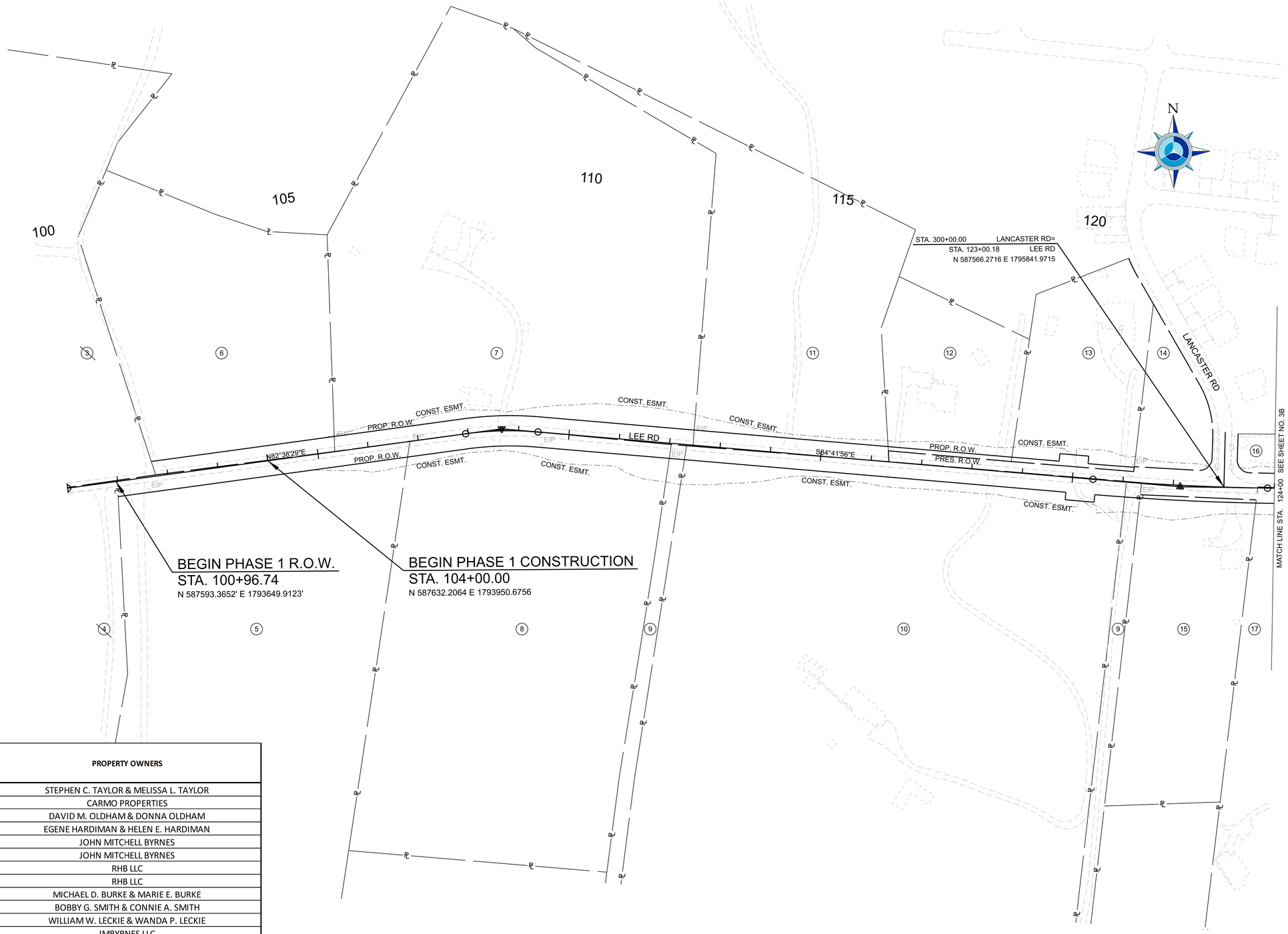
KYLE R. GUTHRIE
VICE PRESIDENT

MAYOR OF SMYRNA, TENNESSEE


Casa de Priscila
Winnager way Smyrna
Greystone Smyrna -
Willow Branch Homes
Curry Music Lesso
Rocky Fork Rd
Kirkosaurus
Guitar Repair
Just A Cut Away
Barber Shop
Seminary Rd
Neal Ave
McLaughlin Cemetery
Rocky Fork Rd
E Sagefield Dr
Rutherford County
Baptist Church & School
Morton Cemetery
Rocky Fork Rd
24


Lee Road Improvement Project
Rocky Fork to McEwen Connector
Rocky Fork Rd
Lee Rd
Rocky Fork Rd
I-24
ALMAVILLE
Town Limits
Counties with Labels
Rocky Fork to McEwen Drive Corridor Study
Lee Rd Improvements (New School Development)
N
0
0.5
1
Miles
Grace Sandidge - Town of Smyrna - 20Aug2026

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	3A



TRACT NO.	PROPERTY OWNERS
3	STEPHEN C. TAYLOR & MELISSA L. TAYLOR
4	CARMO PROPERTIES
5	DAVID M. OLDHAM & DONNA OLDHAM
6	EGENE HARDIMAN & HELEN E. HARDIMAN
7	JOHN MITCHELL BYRNES
8	JOHN MITCHELL BYRNES
9	RHB LLC
10	RHB LLC
11	MICHAEL D. BURKE & MARIE E. BURKE
12	BOBBY G. SMITH & CONNIE A. SMITH
13	WILLIAM W. LECKIE & WANDA P. LECKIE
14	JMBYRNES LLC
15	SHANNON BEST ERWIN & DEBRA KIPLING ERWIN
16	JAMES SCHLEIER & ERICA K. SCHLEIER
17	ESTATE OF JOE MARSHALL HARRIS

R.O.W. PLANS

NOT FOR CONSTRUCTION

Energy Land & Infrastructure
745 S CHURCH STREET · SUITE 801 · MURFREESBORO, TN 37130
OFFICE 615-383-6300 · WWW.ELI-LLC.COM

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COORDINATES ARE NAD 83(2011), ARE DATUM ADJUSTED BY THE FACTOR OF 1.00000 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 18.

TOWN OF SMYRNA
LEE ROAD - PH1

PROPERTY MAP

STA. 100+00 TO STA. 124+00.00
SCALE: 1" = 100'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPERTY MAP.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	3B



TRACT NO.	PROPERTY OWNERS
16	JAMES SCHLEIER & ERICA K. SCHLEIER
17	ESTATE OF JOE MARSHALL HARRIS
18	ESTATE OF JOE MARSHALL HARRIS
19	JMBYRNES RENTALS LLC
20	MAGED MEGALLY & HAIDY FANOUS
21	AMANDA T. BELL & JASON R. BELL
22	AWAD SEFIN & MARIAM ESKAROUS
23	CB DEVELOPMENT LLC & SYNERGY REAL ESTATE GROUP
24	BRAD SCHEPISIS & REBECCA SCHEPISIS
25	PHILLIP C. FEE & ELIZABETH K. FEE
26	ROBERT AND KRISTINE TURNER LIVING TRUST
27	CB DEVELOPMENT LLC & SYNERGY REAL ESTATE GROUP
28	JIMMY C. POPE & JANICE ELAINE POPE
29	WOODMONT HOMEOWNERS ASSOCIATION INC
30	STEPHEN CHARLES TAYLOR
31	ADAM ROSS SACKNER & DANA SACKNER
32	CODY CROCKETT DUNCAN & KATHY DUNCAN

TRACT NO.	PROPERTY OWNERS
33	ALFONSO LLAMAS & KRISTIN A. LLAMAS
34	RAYMOND YAN & REBECCA C. YAN
35	ALFONSO RUBEN CORONA FIGUERO SR. & ABIGAIL PATRICIA VALDEZ HERNANDEZ
36	CREEKSTONE VILLAGE HOMEOWNERS ASSOCIATION INC & RICHLAND SOUTH LLC
37	HIDDEN CREEK SERIES CIP LLC
38	STEPHEN C. MARBACH & CANDICE MARBACH
39	EMAD ABDELSAYED
40	CIP LLC
41	ALFRID HANNA & MARIAM BAKHEET
42	DUSTIN SANDERS & BRANDI SANDERS
43	DEANNA DANIELLE TAULBEE & MICHAEL BRANDEN TAULBEE
44	SHERY METYIS
45	SEAN THOMAS GILBRIDE
46	CHRISTIE MIEZIN & MARK MIEZIN
50	KAREN PAGE CARTER

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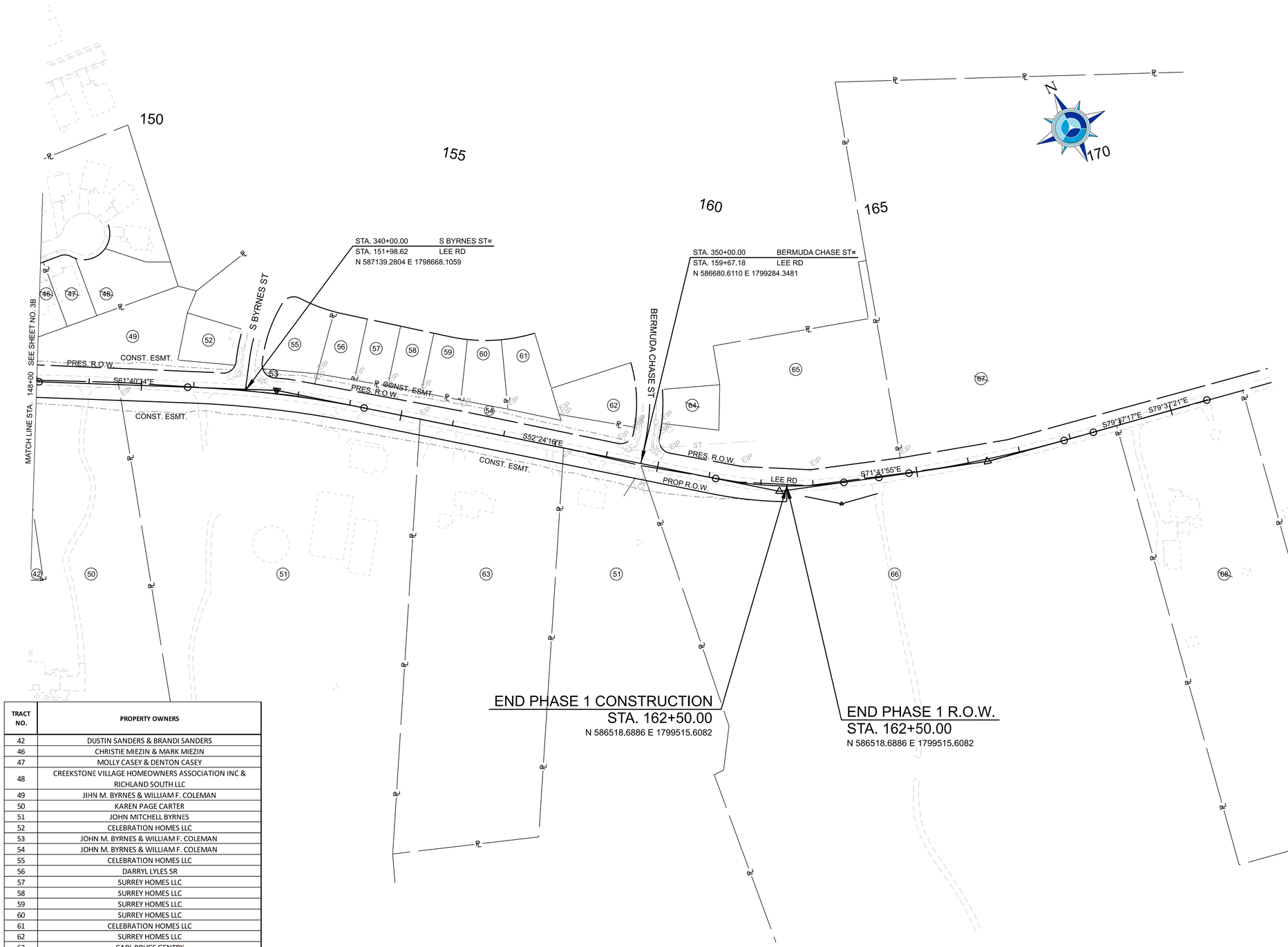
TOWN OF SMYRNA
LEE ROAD - PH1

PROPERTY MAP

STA. 124+00 TO STA. 148+00.00
SCALE: 1" = 100'

$$$$DATE$$$$$$$$$$$TIME$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPERTY MAP.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	3C



TRACT NO.	PROPERTY OWNERS
42	DUSTIN SANDERS & BRANDI SANDERS
46	CHRISTIE MIEZIN & MARK MIEZIN
47	MOLLY CASEY & DENTON CASEY
48	CREEKSTONE VILLAGE HOMEOWNERS ASSOCIATION INC & RICHLAND SOUTH LLC
49	JIHN M. BYRNES & WILLIAM F. COLEMAN
50	KAREN PAGE CARTER
51	JOHN MITCHELL BYRNES
52	CELEBRATION HOMES LLC
53	JOHN M. BYRNES & WILLIAM F. COLEMAN
54	JOHN M. BYRNES & WILLIAM F. COLEMAN
55	CELEBRATION HOMES LLC
56	DARRYL LYLES SR
57	SURREY HOMES LLC
58	SURREY HOMES LLC
59	SURREY HOMES LLC
60	SURREY HOMES LLC
61	CELEBRATION HOMES LLC
62	SURREY HOMES LLC
63	CARL BRUCE GENTRY
64	SURREY HOMES LLC
65	JOHN M. BYRNES
66	RUTHERFORD COUNTY SCHOOLS
67	CHAO WEN DONG
68	BETTY LOCKE & TONYA SINGLETON
69	DERWIN BROWLOW & FAITH BROWNLOW

R.O.W. PLANS

NOT FOR CONSTRUCTION

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TOWN OF SMYRNA
LEE ROAD - PH1

PROPERTY MAP

STA. 148+00 TO STA. 172+00.00
SCALE: 1" = 100'

$$$$DATE$$$$$$$$$$$TIME$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPERTY MAP.DGN

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNER(S)	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (SF)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT	SLOPE	CONSTRUCTION	AIR RIGHTS
				BOOK NO.	PAGE NO.												
1	JAMES MULLENS & CHRISTY MULLENS	51	8.05	2358	2373-2375	8.671		8.671				8.671					
2	ARTHUR C. FLATT	51	8.16	1354	2467		12.892	12.892					12.892				
3	STEPHEN C. TAYLOR & MELISSA L. TAYLOR	51	8.17	1250	3093	7.377		7.377				7.377					
4	CARMO PROPERTIES	51	8.19	2078	1704		5.869	5.869					5.869				
5	DAVID M. OLDHAM & DONNA OLDHAM	51	8.14	649	531	753 SF	11.681	11.698	0.017	0.384	17462 SF		11.298		833 SF	2401 SF	
6	EGENE HARDIMAN & HELEN E. HARDIMAN	51	8.18	642	437	5.005		5.005	0.237		10305 SF	4.768				24 SF	
7	JOHN MITCHELL BYRNES	51	8.00	1521	1875	11.828	413 SF	11.837	0.489	0.009	21730 SF	11.338			8163 SF	15086 SF	
8	JOHN MITCHELL BYRNES	51	8.12	1521	1834	67 SF	9.973	9.975		0.35	15234 SF	67 SF	9.624		6024 SF	11173 SF	
9	RHB LLC	51	9.0	1434	3708	18 SF	30.151	30.151		0.04	1741 SF	18 SF	30.111		1748 SF	2345 SF	
10	RHB LLC	51	9.01	1437	2473	373 SF	25.447	25.455	0.009	0.594	26233 SF		24.853		10734 SF	19469 SF	
11	MICHAEL D. BURKE & MARIE E. BURKE	51	8.11	622	465	4.992	330 SF	5	0.266	0.008	11935 SF	4.726			1426 SF	5036 SF	
12	BOBBY G. SMITH & CONNIE A. SMITH	51	8.09	1859	1639	1.85		1.85	0.048		2094 SF	1.802			1688 SF	4172 SF	
13	WILLIAM W. LECKIE & WANDA P. LECKIE	51	24.16	301	372	2.049		2.049	0.047		2040 SF	2.003			2775 SF	5074 SF	
14	JMBYRNES LLC	51C-D	51.01	1703	1967	32114 SF		32114 SF				32114 SF			552 SF	1980 SF	
15	SHANNON BEST ERWIN & DEBRA KIPLING ERWIN	51	24.01	1818	3449		3.195	3.195		0.039	1690 SF		3.157		4679 SF	7009 SF	
16	JAMES SCHLEIER & ERICA K. SCHLEIER	51C-D	51.00	2050	3079	9270 SF		9270 SF				9270 SF			146 SF	1244 SF	
17	ESTATE OF JOE MARSHALL HARRIS	51	24.02	1605	3055	75 SF	11.004	11.006	0.002	0.135	5966 SF		10.869		2237 SF	4242 SF	
18	ESTATE OF JOE MARSHALL HARRIS	51	24.03	1605	3055		7.001	7.001		0.133	5800 SF		6.868		2109 SF	4111 SF	
19	JMBYRNES RENTALS LLC	51	24.14	1632	2031	21797 SF		21797 SF				21797 SF			21 SF	1430 SF	
20	MAGED MEGALLY & HAIDY FANOUS	51C-D	27.00	2173	2966	10857 SF		10857 SF				10857 SF			18 SF	1035 SF	
21	AMANDA T. BELL & JASON R. BELL	51	24.04	1830	3028		10.001	10.001		0.134	5837 SF		9.867		2062 SF	4065 SF	
22	AWAD SEFIN & MARIAM ESKAROUS	51C-D	26.00	2185	3529	9598 SF		9598 SF				9598 SF			138 SF	1175 SF	
23	CB DEVELOPMENT LLC & SYNERGY REAL ESTATE GROUP	51C-D	15.00	1340	1931	1.496		1.496				1.496			1343 SF	8036 SF	
24	BRAD SCHEPISIS & REBECCA SCHEPISIS	51	24.05	1587	2586		7.014	7.014		0.135	5874 SF		6.879		1115 SF	3119 SF	
25	PHILLIP C. FEE & ELIZABETH K. FEE	51	24.06	270	209		11.004	11.004		0.136	5912 SF		10.869		1887 SF	3886 SF	
26	ROBERT AND KRISTINE TURNER LIVING TRUST	51	24.07	968	1686	66 SF	11.082	11.083	0.002	0.137	6048 SF		10.944		1889 SF	3896 SF	
27	CB DEVELOPMENT LLC & SYNERGY REAL ESTATE GROUP	51C-D	15.00	1340	1931	1.364		1.364				1.364				281 SF	
28	JIMMY C. POPE & JANICE ELAINE POPE	51	24.08	270	213	377 SF	25.07	25.078	0.009	0.141	6510 SF		24.929		867 SF	2871 SF	
29	WOODMONT HOMEOWNERS ASSOCIATION INC	51D-A	72.01	1282	2195	421 SF		421 SF				421 SF					
30	STEPHEN CHARLES TAYLOR	51	24.11	630	761	105 SF	4.997	4.999	0.002	0.18	7927 SF		4.817		2359 SF	4795 SF	
31	ADAM ROSS SACKNER & DANA SACKNER	51	11.01	1744	3034	1.647		1.647				1.647				450 SF	
32	CODY CROCKETT DUNCAN & KATHY DUNCAN	51	11.00	1996	1923	1.653		1.653				1.653				638 SF	
33	ALFONSO LLAMAS & KRISTIN A. LLAMAS	51	24.13	1356	3843		41226 SF	41226 SF		0.017	754 SF		40472 SF		762 SF	1730 SF	
34	RAYMOND YAN & REBECCA C. YAN	51	24.00	355	646		70.45	70.45		0.038	1641 SF		70.413		314 SF	820 SF	
35	D RUBEN CORONA FIGUERO SR. & ABIGAIL PATRICIA VALDEZ HEI	51	24.09	1465	2861		24.773	24.773		0.193	8425 SF		24.579		358 SF	2843 SF	
36	TONE VILLAGE HOMEOWNERS ASSOCIATION INC & RICHLAND SC	51D-D	5.01	1696	3700	13495 SF		13495 SF				13495 SF			235 SF	2049 SF	
37	HIDDEN CREEK SERIES CIP LLC	51D-D	5.00	1696	3703	6865 SF		6865 SF				6865 SF			279 SF	812 SF	
38	STEPHEN C. MARBACH & CANDICE MARBACH	51D-D	4.00	2134	3165	6975 SF		6975 SF				6975 SF			266 SF	870 SF	
39	EMAD ABDELSAYED	51D-D	3.00	2129	1034	6961 SF		6961 SF				6961 SF			43 SF	596 SF	
40	CIP LLC	51D-D	2.00	1696	3703	6958 SF		6958 SF				6958 SF				455 SF	
41	ALFRID HANNA & MARIAM BAKHEET	51D-D	1.00	1916	1894	7595 SF		7595 SF				7595 SF				518 SF	
42	DUSTIN SANDERS & BRANDI SANDERS	51	18.02	2126	2791		2.628	2.628		0.252	10983 SF		2.376		1632 SF	5058 SF	
43	DEANNA DANIELLE TAULBEE & MICHAEL BRANDEN TAULBEE	51D-D	28.00	2019	2373	9837 SF		9837 SF				9837 SF				321 SF	
44	SHERY METYIS	51D-D	27.00	2200	2771	7854 SF		7854 SF				7854 SF					
45	SEAN THOMAS GILBRIDE	51D-D	26.00	2003	3986	7841 SF		7841 SF				7841 SF					
46	CHRISTIE MIEZIN & MARK MIEZIN	51D-D	25.00	1753	2842	7868 SF		7868 SF				7868 SF					
47	MOLLY CASEY & DENTON CASEY	51D-D	24.00	1870	3740	7769 SF		7769 SF				7769 SF					
48	TONE VILLAGE HOMEOWNERS ASSOCIATION INC & RICHLAND SC	51D-D	23.01	1696	3700	14715 SF		14715 SF				14715 SF					
49	JIHN M. BYRNES & WILLIAM F. COLEMAN	51D-F	13.01	1521	1893	37175 SF		37175 SF				37175 SF			219 SF	4752 SF	
50	KAREN PAGE CARTER	51	18.04	632	105	49 SF	9.965	9.966	0.001	0.152	6673 SF		9.813		813 SF	2833 SF	
51	JOHN MITCHELL BYRNES	51	18.01	1521	1843	230 SF	23.749	23.754	0.005	0.51	22439 SF		23.239		4911 SF	12325 SF	
52	CELEBRATION HOMES LLC	51D-F	13.00	2319	2560	87.631		87.631				87.631					
53	JOHN M. BYRNES & WILLIAM F. COLEMAN	51D-F	14.01	1521	1893	1594 SF		1594 SF				1594 SF			39 SF	859 SF	
54	JOHN M. BYRNES & WILLIAM F. COLEMAN	51	16.01	2302	2212	14647 SF		14647 SF				14647 SF			795 SF	6789 SF	
55	CELEBRATION HOMES LLC	51D-F	14.00	2315	2953	14458 SF		14458 SF				14458 SF					
56	DARRYL LYLES SR	51E-A	9.00	2424	1683	8241 SF		8241 SF				8241 SF					
57	SURREY HOMES LLC	51E-A	8.00	2391	1026	7679 SF		7679 SF				7679 SF					
58	SURREY HOMES LLC	51E-A	7.00	2391	1051	7554 SF		7554 SF				7554 SF					
59	SURREY HOMES LLC	51E-A	6.00	2413	2338	8191 SF		8191 SF				8191 SF					
60	SURREY HOMES LLC	51E-A	5.00	2413	2447	9540 SF		9540 SF				9540 SF					
61	CELEBRATION HOMES LLC	51E-A	4.00	2390	1285	12163 SF		12163 SF				12163 SF					
62	SURREY HOMES LLC	51E-A	1.00	2413	2461	13535 SF		13535 SF				13535 SF					
63	CARL BRUCE GENTRY	51	18.08	1605	1087	46 SF	5.008	5.009	0.001	0.193	8434 SF		4.816		708 SF	3509 SF	
64	SURREY HOMES LLC	51E-A	37.00	2413	2411	8248 SF		8248 SF				8248 SF					
65	JOHN M. BYRNES	51E-A	37.01	2302	2212	2.119		2.119				2.119					
66	RUTHERFORD COUNTY SCHOOLS	51	18.00	WB75	787	883 SF	247.331	247.351	0.008	0.622	27415.3 SF	550 SF	246.709		555 SF	1991 SF	
67	CHAO WEN DONG	50	31.00	1582	3147	19.662		19.662				19.662					
68	BETTY LOCKE & TONYA SINGLETON	51	18.06	1854	3339		5	5					5				
69	DERWIN BROWLOW & FAITH BROWNLOW	51	18.07	312	400		5	5					5				
70	JULIE BAEZ	50	33.04	2079	1312		5.132	5.132					5.132				

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	3D

R.O.W. PLANS

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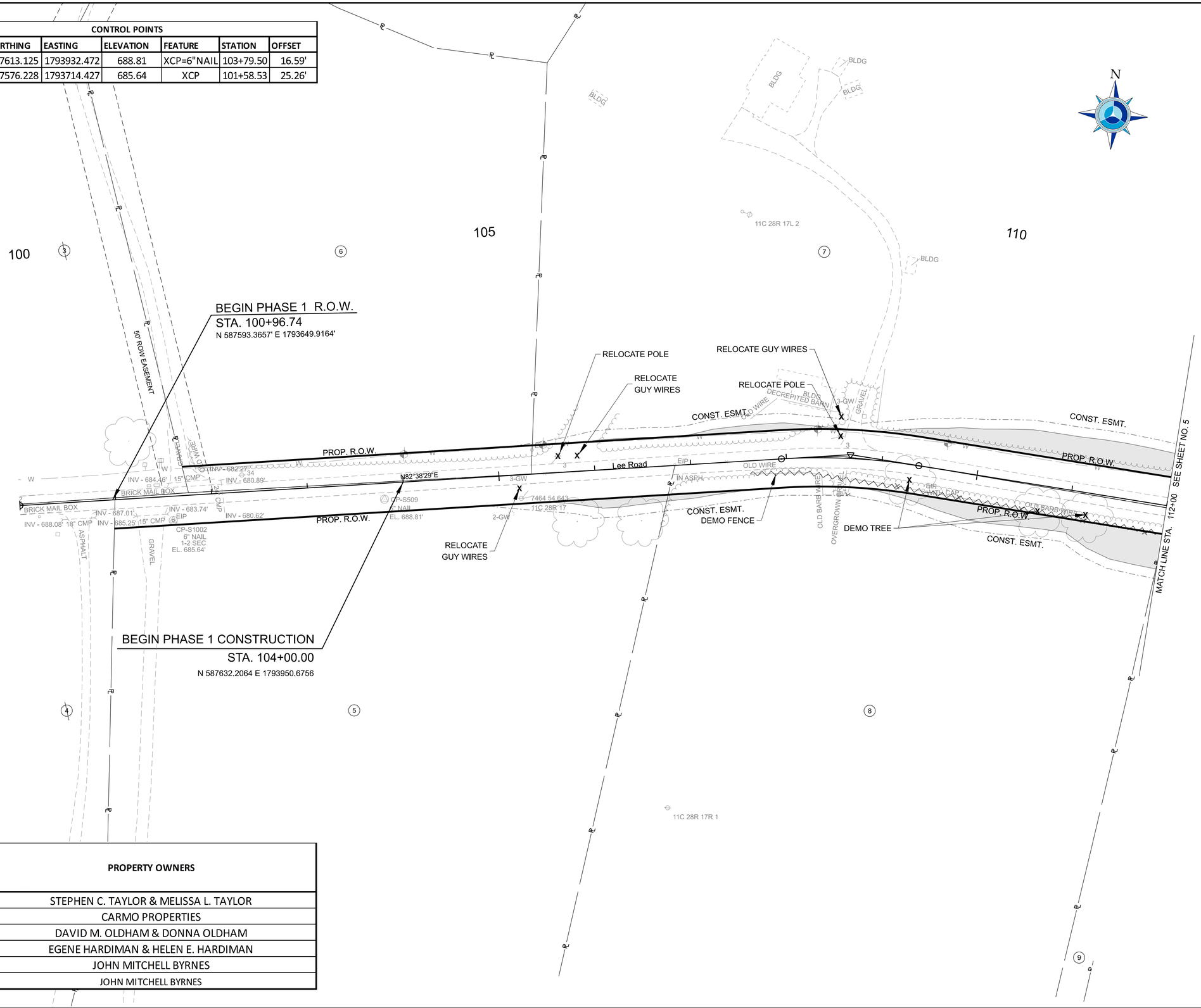
TOWN OF SMYRNA
LEE ROAD - PH1

PROPERTY MAP
AND
RIGHT-OF-WAY
ACQUISITION
TABLE

$$$$DATE$$$$$$$$$$$TIME$$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-ROW ACQUISITION TABLE.DGN

CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S509	587613.125	1793932.472	688.81	XCP=6"NAIL	103+79.50	16.59'
S1002	587576.228	1793714.427	685.64	XCP	101+58.53	25.26'

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	4



TRACT NO.	PROPERTY OWNERS
3	STEPHEN C. TAYLOR & MELISSA L. TAYLOR
4	CARMO PROPERTIES
5	DAVID M. OLDHAM & DONNA OLDHAM
6	EGENE HARDIMAN & HELEN E. HARDIMAN
7	JOHN MITCHELL BYRNES
8	JOHN MITCHELL BYRNES

R.O.W. PLANS

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TOWN OF SMYRNA
LEE ROAD - PH1

PRESENT LAYOUT

STA. 100+00 TO STA. 112+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$TIME$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE 1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PRESENT LAYOUT.DGN

CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S509	587613.125	1793932.472	688.81	XCP=6"NAIL	103+79.50	16.59'
S1002	587576.228	1793714.427	685.64	XCP	101+58.53	25.26'

LEGEND	
DRIVEWAY	
SLOPE EASEMENT	

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	4A

N71°12'06"W 107.08'

N86°24'56"W 119.02'

N

100

105

110

(3) STEPHEN C. TAYLOR & MELISSA L. TAYLOR

N17°36'16"W 435.61'

50' ROW EASEMENT

(6) EGENE HARDIMAN & HELEN E. HARDIMAN

N01°36'36"W 403.75'

PC STA. 107+94.89

(7) JOHN MITCHELL BYRNES

PT STA. 109+38.50

BEGIN PHASE 1 R.O.W.
STA. 100+96.74
N 587593.3657' E 1793649.9164'

101+71.12
30.00'

105+36.59
30.00'

N01°36'36"W 25.00'

PROP. R.O.W.

FILL

CONST. ESMT.

CUT

CONST. ESMT.

FILL

PROP. R.O.W.

101+76.08
2.60'

S82°59'54"W 272.53'

N82°38'29"E

S82°59'54"W 85.01'

105+33.61
0.38'

N82°43'38"E 150.08'

S82°43'38"W 136.32'

S84°19'58"W 36.42'

N87°43'29"W 52.23'

S85°10'07"E 39.84'

S85°10'12"E 14.40'

S84°11'58"E 240.62'

106+83.69
0.15'

108+56.34
1.78'

100+99.39
2.09'

PROP. R.O.W.

FILL

CONST. ESMT.

106+74.67
30.00'

CUT

FILL

PROP. R.O.W.

CONST. ESMT.

FILL

CONST. ESMT.

100+96.74
30.00'

SEE SHEET NO. 5A

112+00

MATCH LINE STA. 111+

BEGIN PHASE 1 CONSTRUCTION
STA. 104+00.00
N 587632.2064 E 1793950.6756

N02°38'16"W 383.61'

S08°49'27"W

(4) CARMO PROPERTIES

(5) DAVID M. OLDHAM & DONNA R. OLDHAM

Lee Road
CURVE 1
PI 108+66.99
N 587692.0177
E 1794413.8186
Δ 12°39'35" RT.
D 08°48'53"
R 650.00'
L 143.62'
T 72.10'
LC 143.33'
BC N88°58'16.4"E
SE 0.04 FT/FT
TRANS. LENGTH 187.5'
DESIGN SPEED 35 MPH

(8) JOHN MITCHELL BYRNES

N08°56'53"E 616.62'

S09°23'53"W 166.93'

RHB LLC

(9)

'37'00"W 36.74'

R.O.W. PLANS

NOT FOR CONSTRUCTION

TOWN OF SMYRNA TENNESSEE

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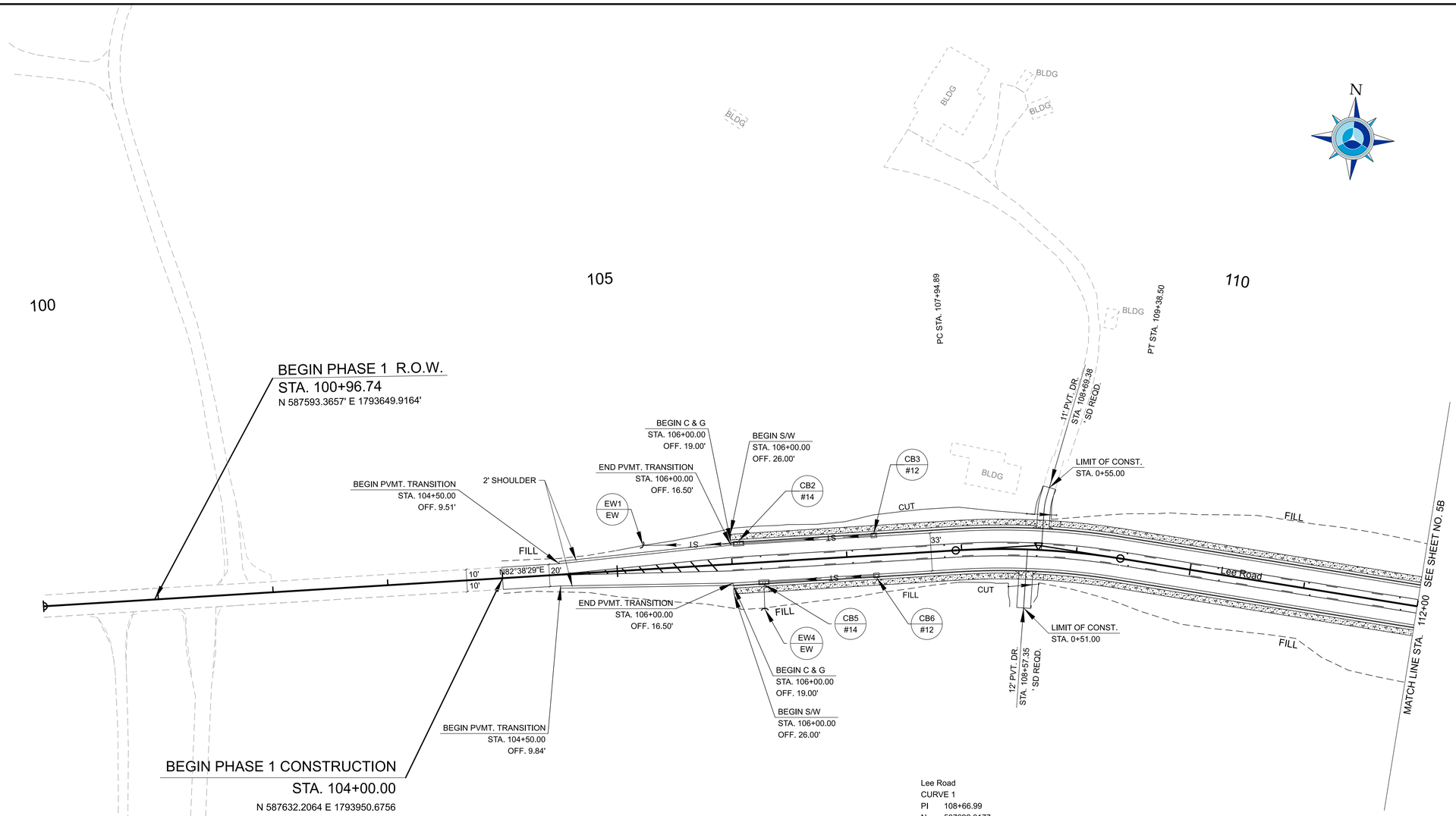
TOWN OF SMYRNA
LEE ROAD - PH1

RIGHT OF WAY DETAILS

STA. 100+00 TO STA. 112+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-ROW DETAILS.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	4B



Lee Road
CURVE 1
PI 108+66.99
N 587692.0177
E 1794413.8186
Δ 12°39'35" RT.
D 08°48'53"
R 650.00'
L 143.62'
T 72.10'
LC 143.33'
BC N88°58'16.4"E
SE 0.04 FT/FT
TRANS. LENGTH 187.5'
DESIGN SPEED 35 MPH

R.O.W. PLANS

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TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED LAYOUT

STA. 100+00 TO STA. 112+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPOSED LAYOUT.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	4C

BEGIN PHASE 1 CONST.
STA. 104+00.00

PROP. GRADE FOR NEXT
PHASE OF CONSTRUCTION

EX. GROUND

PROP GRADE

EX. GROUND

VPI STA. 104+00.00
EL. 691.52

VPI STA. 104+99.00
EL. 704.60

VC = 1.00'
K = 1

VPI STA. 108+30.00
EL. 722.60

VC = 458.91'
K = 30

VHIP STA. 108+34.31
EL. 713.83

VPT STA. 110+59.45
EL. 705.48

+7.79%
-7.50%
+6.57%
-2.30%
18"
6.42%

EW1
GT. Elev. 702.42'
OUT. Elev. 700.42'

CB3
GT. Elev. 711.76'
OUT. Elev. 708.58'

CB6
GT. Elev. 711.77'
OUT. Elev. 708.54'

CB5
GT. Elev. 706.14'
INV. Elev. 703.00'
OUT. Elev. 702.96'

EW4
GT. Elev. 704.50'
OUT. Elev. 702.50'

CB2
GT. Elev. 704.69'
INV. Elev. 701.50'
OUT. Elev. 701.44'

	104+00.00	106+42.50	107+67.50	108+30.00	109+00.00	109+62.50	110+87.50	112+00.00
LT.	-2.00%	-2.00%	-2.00%	+4.00%	+4.00%	-2.00%	-2.00%	-2.00%
RT.	-2.00%		-2.00%	-4.00%	-4.00%	-2.00%		

R.O.W.
PLANS

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CONSTRUCTION

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TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED
PROFILE

STA. 100+00 TO STA. 112+00

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

12/5/2025 11:14:39 AM
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPOSED PROFILES.DGN

CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S508	587673.483	1794933.955	679.83	XCP=6"NAIL	113+86.03	29.60'
S1001	587626.845	1795762.049	659.32	XCP	122+16.92	56.59'

TRACT NO.	PROPERTY OWNERS
7	JOHN MITCHELL BYRNES
8	JOHN MITCHELL BYRNES
9	RHB LLC
10	RHB LLC
11	MICHAEL D. BURKE & MARIE E. BURKE
12	BOBBY G. SMITH & CONNIE A. SMITH
13	WILLIAM W. LECKIE & WANDA P. LECKIE
14	JMBYRNES LLC
15	SHANNON BEST ERWIN & DEBRA KIPLING ERWIN
16	JAMES SCHLEIER & ERICA K. SCHLEIER
17	ESTATE OF JOE MARSHALL HARRIS

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	5

R.O.W. PLANS

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TOWN OF SMYRNA
LEE ROAD - PH1

PRESENT LAYOUT

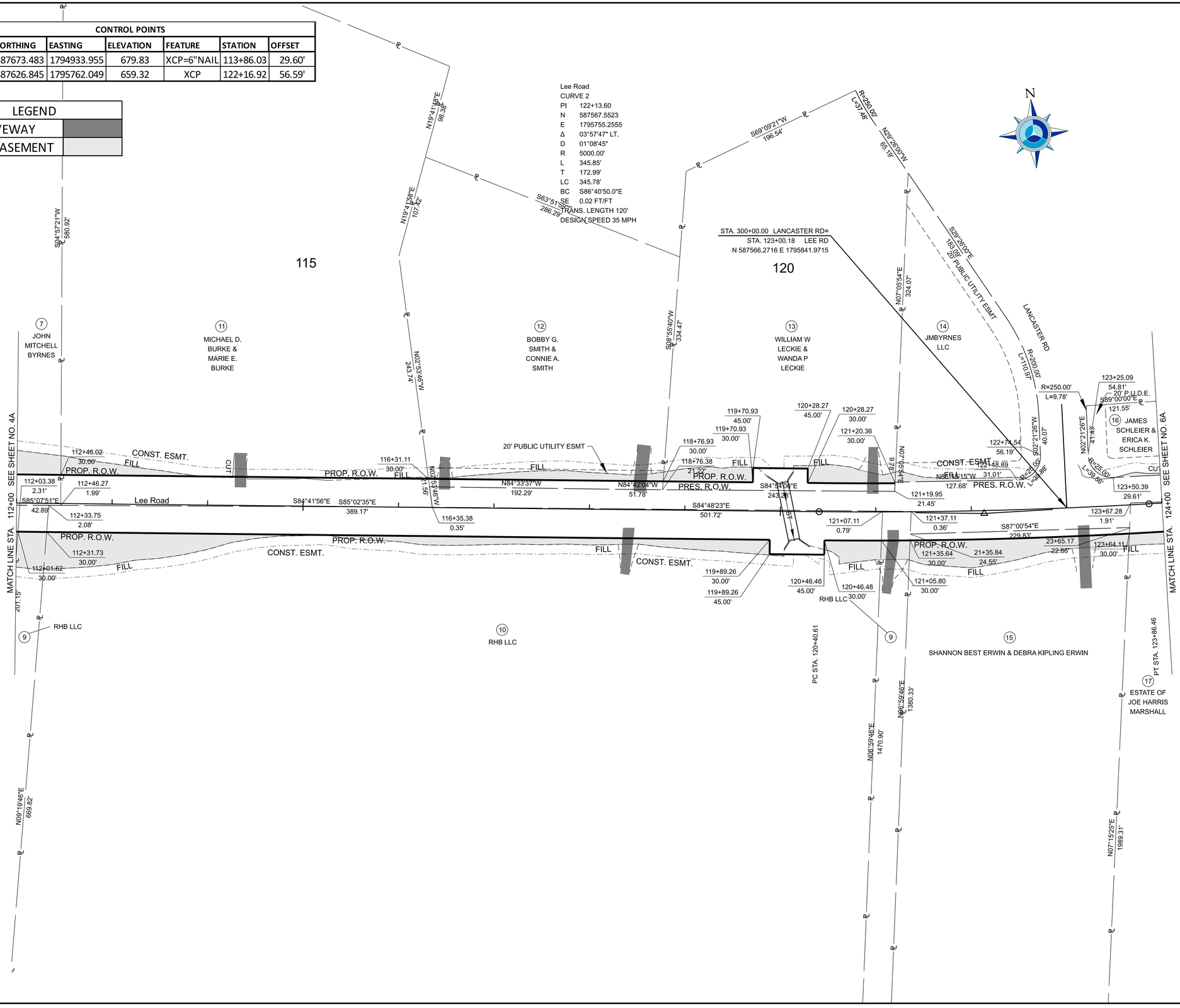
STA. 112+00 TO STA. 124+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PRESENT LAYOUT.DGN

CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S508	587673.483	1794933.955	679.83	XCP=6"NAIL	113+86.03	29.60'
S1001	587626.845	1795762.049	659.32	XCP	122+16.92	56.59'

LEGEND	
DRIVEWAY	
SLOPE EASEMENT	

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	5A



R.O.W. PLANS

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TOWN OF SMYRNA TENNESSEE

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TOWN OF SMYRNA
LEE ROAD - PH1

RIGHT OF WAY DETAILS

STA. 112+00 TO STA. 124+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$TIME$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-ROW DETAILS.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	5B

Lee Road
CURVE 2
PI 122+13.60
N 587567.5523
E 1795755.2555
Δ 03°57'47" LT.
D 01°08'45"
R 5000.00'
L 345.85'
T 172.99'
LC 345.78'
BC S86°40'50.0"E
SE 0.02 FT/FT
TRANS. LENGTH 120'
DESIGN SPEED 35 MPH

115

120

STA. 300+00.00 LANCASTER RD=
STA. 123+00.18 LEE RD
N 587566.2716 E 1795841.9715

LANCASTER RD

BLDG

N

MATCH LINE STA. 112+00 SEE SHEET NO. 4B

MATCH LINE STA. 124+00 SEE SHEET NO. 6B

CB7 #12
CB8 #12
CB9 #12
CB10 #12
CB11 #12
CB12 #12
CB13 #12
CB14 #14
IN15 N/A
IN16 N/A
IN17 N/A
CB18 #14
CB19 #12
CB20 #12
CB21 #12
CB22 EX
CB23 EX
CB24 #12

12' PVT. DR. STA. 114+34.70 ' SD REQD.
10' PVT. DR. STA. 116+48.24 ' SD REQD.
14' PVT. DR. STA. 118+49.70 ' SD REQD.
10' PVT. DR. STA. 120+86.63 ' SD REQD.
12' PVT. DR. STA. 118+42.81 ' SD REQD.
11' PVT. DR. STA. 121+21.10 ' SD REQD.
14' PVT. DR. STA. 123+18.59 ' SD REQD.

LIMIT OF CONST. STA. 0+55.00
LIMIT OF CONST. STA. 0+53.00
LIMIT OF CONST. STA. 0+68.00
LIMIT OF CONST. STA. 0+68.00
LIMIT OF CONST. STA. 0+68.00
LIMIT OF CONST. STA. 0+86.00
LIMIT OF CONST. STA. 0+85.00
LIMIT OF CONST. STA. 300+94.00

ROLLOVER CURB WITH GUTTER
END C & G STA. 300+44.60 OFF. 14.00'
300+43.43 14.00'
END S/W STA. 122+77.17 OFF. 36.19'
122+61.47 19.00'
BEGIN C & G STA. 300+44.57 OFF. 14.00'
300+42.82 14.00'
BEGIN S/W STA. 123+23.59 OFF. 24.00'
123+38.14 19.00'
TYPE 6-30 CURB
TYPE 6-30 CURB
TYPE 6-30 CURB

PROPOSED 10' X 4' BOX CULVERT
STR-1
STR-1
PC STA. 120+40.61
PT STA. 123+86.46

FILL
CUT
S84°41'56"E
Lee Road
33'
11'
11'
11'
ST
IS

BLDG

R.O.W. PLANS

NOT FOR CONSTRUCTION

TOWN OF SMYRNA TENNESSEE

Energy Land & Infrastructure

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TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED LAYOUT

STA. 112+00 TO STA. 124+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPOSED LAYOUT.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	5C

CB7
GT. Elev. 693.43'
OUT. Elev. 689.00'

CB8
GT. Elev. 692.37'
INV. Elev. 688.10'
OUT. Elev. 688.00'

18"
2.57%
-7.50%
PROP. GRADE
18"
EX. GROUND
8.44%

VPC STA. 115+13.05
EL. 671.34

CB10
GT. Elev. 664.94'
INV. Elev. 657.00'
INV. Elev. 657.00'
OUT. Elev. 656.90

CB12
GT. Elev. 654.73'
INV. Elev. 649.10'
INV. Elev. 649.10'
OUT. Elev. 649.00'

VC = 733.90
K = 68

STA. 300+00.00 LANCASTER RD=
STA.123+00.18 LEE RD

CB24
GT. Elev 659.20'
OUT. Elev 656.12'

VPC STA. 123+84.84
EL. 660.40

CB18
GT. Elev. 651.70'
INV. Elev. 647.60'
OUT. Elev. 647.50'

CB13
GT. Elev. 651.86'
OUT. Elev. 648.00'

CB19
GT. Elev. 651.85'
INV. Elev. 648.10'
OUT. Elev. 648.00'

VPT STA. 122+46.95
EL. 653.86

+3.29%

CB14
GT. Elev. 652.06'
INV. Elev. 647.38'
OUT. Elev. 647.28'

VLP STA. 120+23.37
EL. 652.19

CB9
GT. Elev. 664.94'
INV. Elev. 657.00'
OUT. Elev. 657.86'

18"
3.59%
18"
1.07%
18"
18"
18"
1.05%
18"
1.02%
PROP. GRADE
18"
3.81%
EX. GROUND
18"
3.33%

CB21
GT. Elev. 655.73'
INV. Elev. 652.74'
OUT. Elev. 652.64'

VC = 310.32'
K = 45

CB20
GT. Elev. 653.09'
INV. Elev. 649.10'
OUT. Elev. 649.00'

-2.50%
+3.29%

VPI STA. 118+80.00
EL. 643.80

PROP 10'X4'
BOX CULVERT

LT.
RT.

-2.00%
114+89.56
-2.00%

119+40.00
-2.00%

120+60.00
+2.00%

123+70.00
+2.00%

124+00.00
+1.00%
-2.00%

720 715 710 705 700 695 690 685 680 675 670 665 660 655 650 645 640 635 630 625 620

112+00 113+00 114+00 115+00 116+00 117+00 118+00 119+00 120+00 121+00 122+00 123+00 124+00

R.O.W.
PLANS

NOT FOR
CONSTRUCTION

Energy Land & Infrastructure
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OFFICE 615-383-6300 · WWW.ELI-LLC.COM

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SEALED BY

TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED
PROFILE

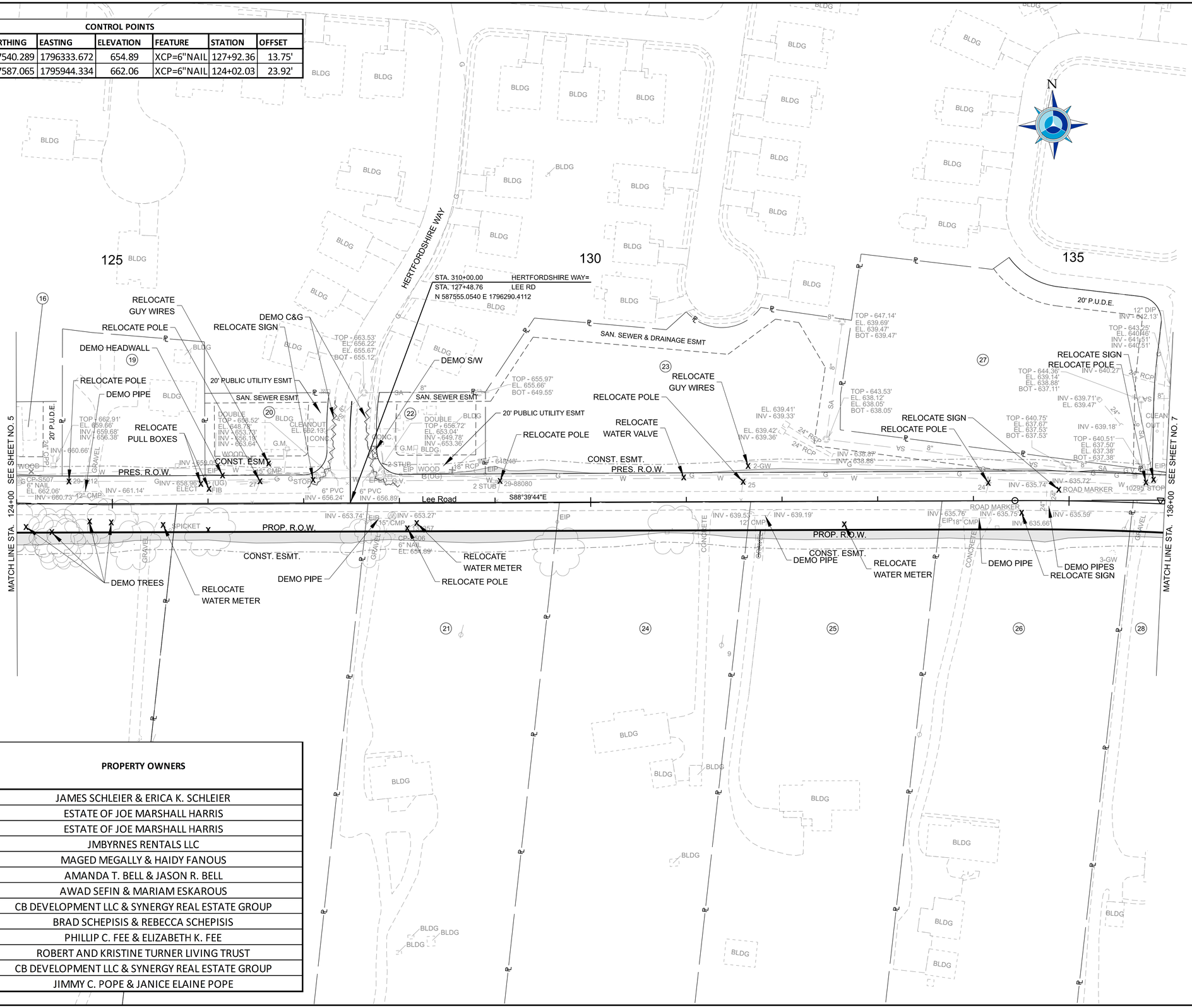
STA. 112+00 TO STA. 124+00

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

12/5/2025 11:15:11 AM
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPOSED PROFILES.DGN

CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S506	587540.289	1796333.672	654.89	XCP=6"NAIL	127+92.36	13.75'
S507	587587.065	1795944.334	662.06	XCP=6"NAIL	124+02.03	23.92'

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	6



TRACT NO.	PROPERTY OWNERS
16	JAMES SCHLEIER & ERICA K. SCHLEIER
17	ESTATE OF JOE MARSHALL HARRIS
18	ESTATE OF JOE MARSHALL HARRIS
19	JMBYRNES RENTALS LLC
20	MAGED MEGALLY & HAIDY FANOUS
21	AMANDA T. BELL & JASON R. BELL
22	AWAD SEFIN & MARIAM ESKAROUS
23	CB DEVELOPMENT LLC & SYNERGY REAL ESTATE GROUP
24	BRAD SCHEPISIS & REBECCA SCHEPISIS
25	PHILLIP C. FEE & ELIZABETH K. FEE
26	ROBERT AND KRISTINE TURNER LIVING TRUST
27	CB DEVELOPMENT LLC & SYNERGY REAL ESTATE GROUP
28	JIMMY C. POPE & JANICE ELAINE POPE

R.O.W. PLANS

NOT FOR CONSTRUCTION

TOWN OF SMYRNA TENNESSEE

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TOWN OF SMYRNA
LEE ROAD - PH1

PRESENT LAYOUT

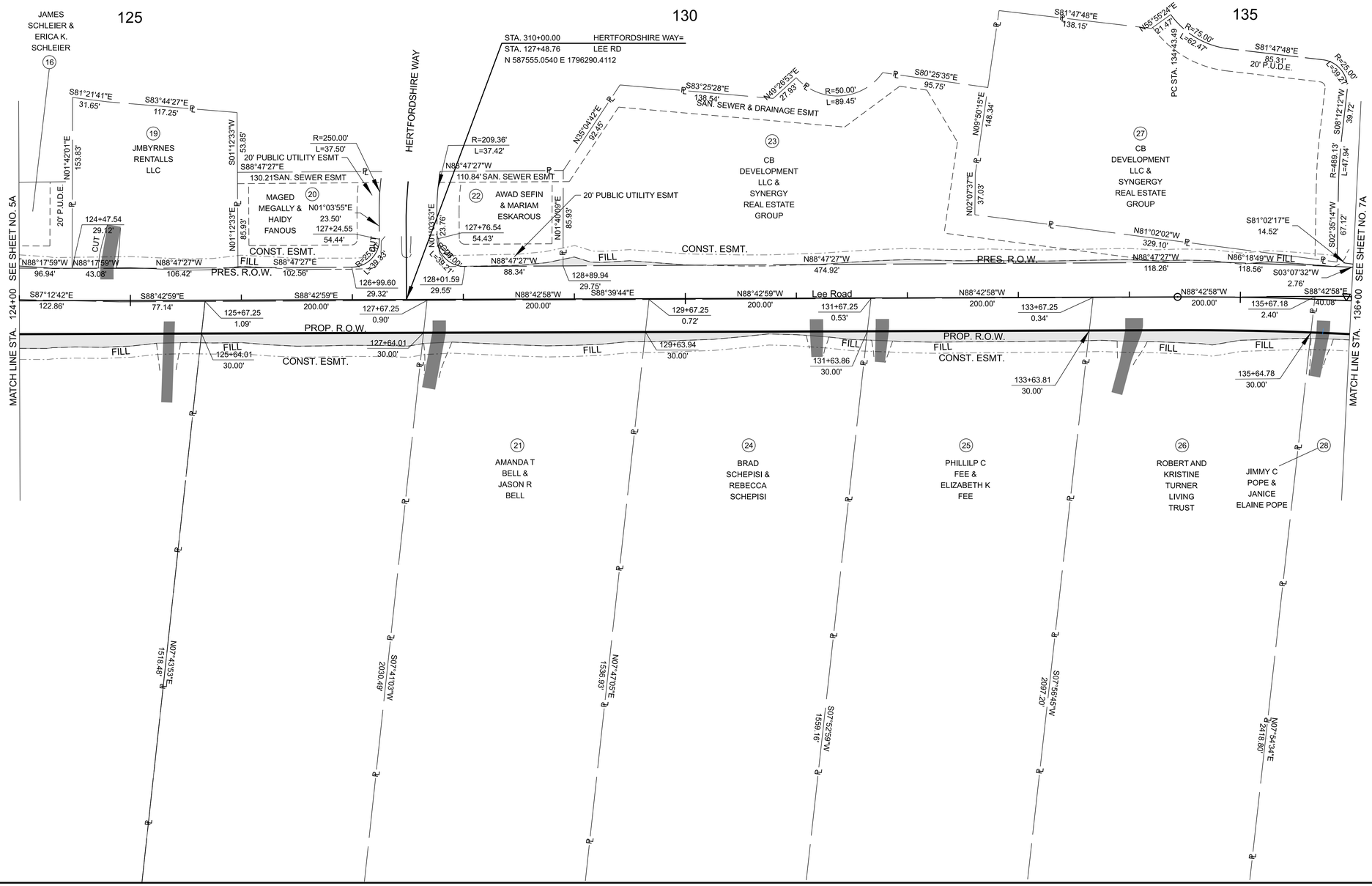
STA. 124+00 TO STA. 136+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PRESENT LAYOUT.DGN

CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S506	587540.289	1796333.672	654.89	XCP=6"NAIL	127+92.36	13.75'
S507	587587.065	1795944.334	662.06	XCP=6"NAIL	124+02.03	23.92'

LEGEND	
DRIVEWAY	
SLOPE EASEMENT	

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	6A



N

R.O.W. PLANS

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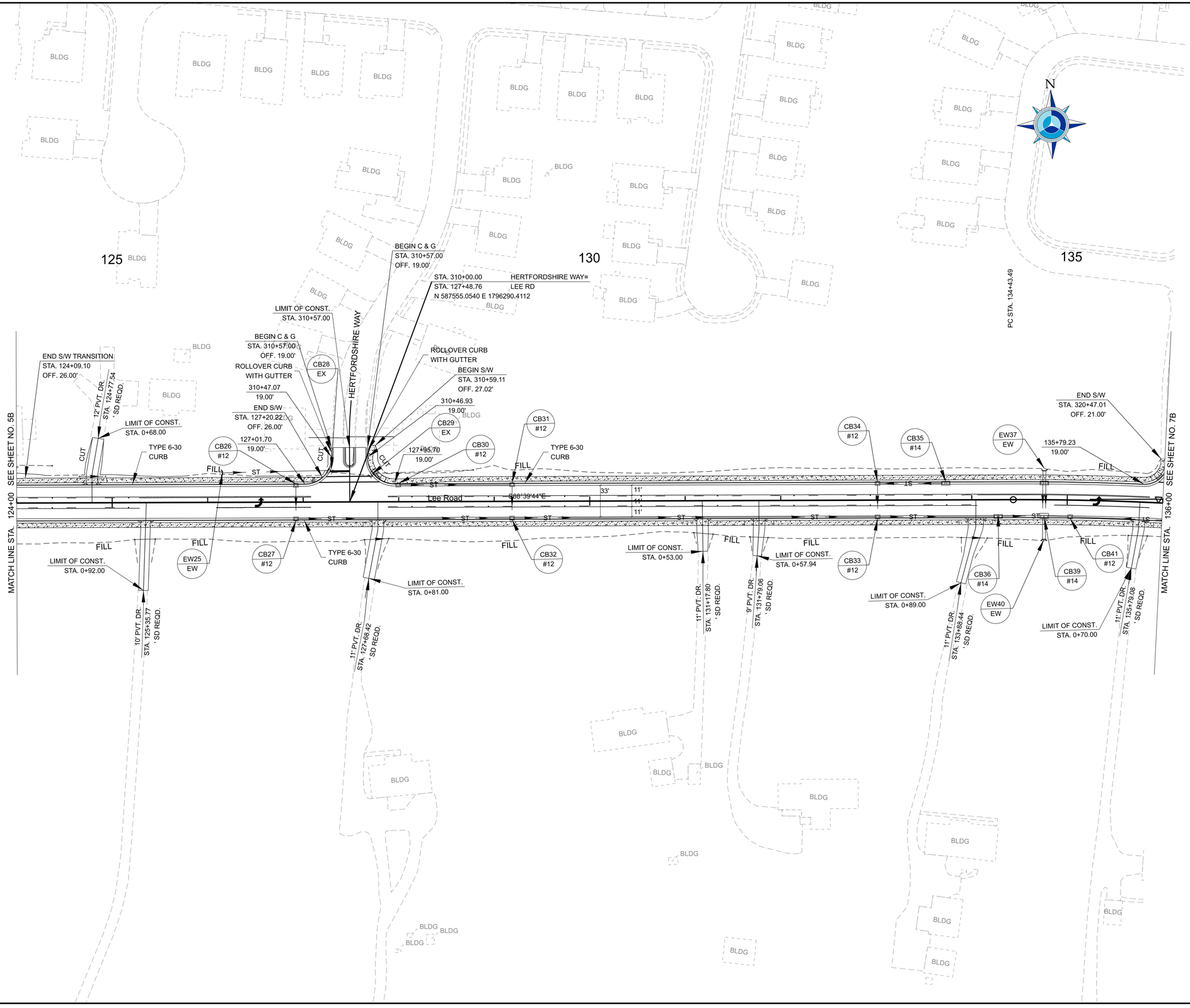
TOWN OF SMYRNA
LEE ROAD - PH1

RIGHT OF WAY DETAILS

STA. 124+00 TO STA. 136+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-ROW DETAILS.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	6B



R.O.W. PLANS

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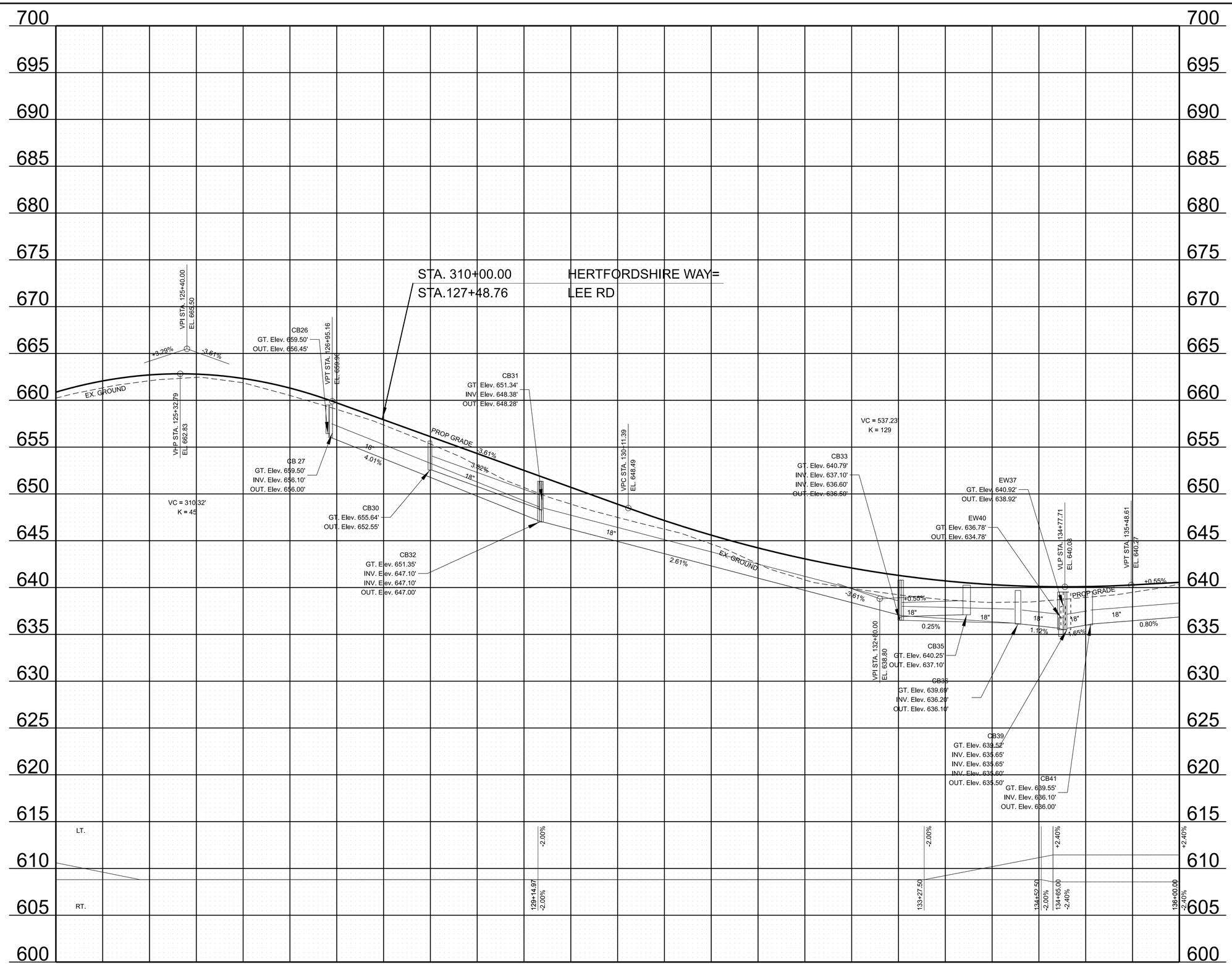
TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED LAYOUT

STA. 124+00 TO STA. 136+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CADD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPOSED LAYOUT.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	6C



R.O.W. PLANS

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TOWN OF SMYRNA TENNESSEE

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TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED PROFILE

STA. 124+00 TO STA. 136+00

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

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CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S504	587442.177	1798095.538	646.23	XCP=6"NAIL	145+55.79	29.42'
S505	587545.236	1797216.694	641.11	XCP=6"NAIL	136+73.66	20.70'

TRACT NO.	PROPERTY OWNERS
28	JIMMY C. POPE & JANICE ELAINE POPE
29	WOODMONT HOMEOWNERS ASSOCIATION INC
30	STEPHEN CHARLES TAYLOR
31	ADAM ROSS SACKNER & DANA SACKNER
32	CODY CROCKETT DUNCAN & KATHY DUNCAN
33	ALFONSO LLAMAS & KRISTIN A. LLAMAS
34	RAYMOND YAN & REBECCA C. YAN
35	ALFONSO RUBEN CORONA FIGUERO SR. & ABIGAIL PATRICIA VALDEZ HERNANDEZ
36	CREEKSTONE VILLAGE HOMEOWNERS ASSOCIATION INC & RICHLAND SOUTH LLC
37	HIDDEN CREEK SERIES CIP LLC
38	STEPHEN C. MARBACH & CANDICE MARBACH
39	EMAD ABDELSAYED
40	CIP LLC
41	ALFRID HANNA & MARIAM BAKHEET
42	DUSTIN SANDERS & BRANDI SANDERS
43	DEANNA DANIELLE TAULBEE & MICHAEL BRANDEN TAULBEE
44	SHERY METYIS
45	SEAN THOMAS GILBRIDE
46	CHRISTIE MIEZIN & MARK MIEZIN
49	JIHN M. BYRNES & WILLIAM F. COLEMAN
50	KAREN PAGE CARTER

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	7

R.O.W. PLANS

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TOWN OF SMYRNA
LEE ROAD - PH1

PRESENT LAYOUT

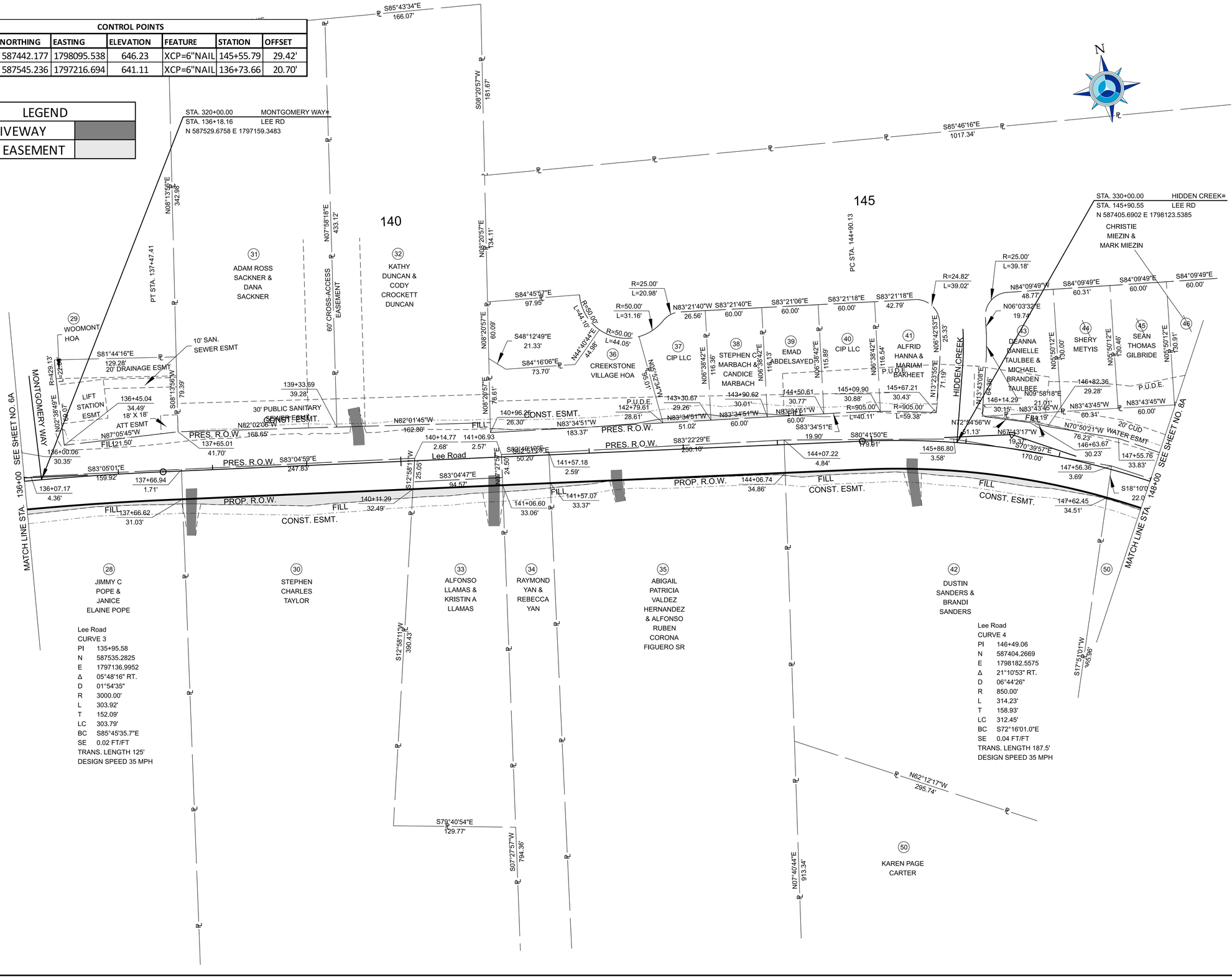
STA. 136+00 TO STA. 148+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PRESENT LAYOUT.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	7A

CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S504	587442.177	1798095.538	646.23	XCP=6"NAIL	145+55.79	29.42'
S505	587545.236	1797216.694	641.11	XCP=6"NAIL	136+73.66	20.70'

LEGEND	
DRIVEWAY	
SLOPE EASEMENT	



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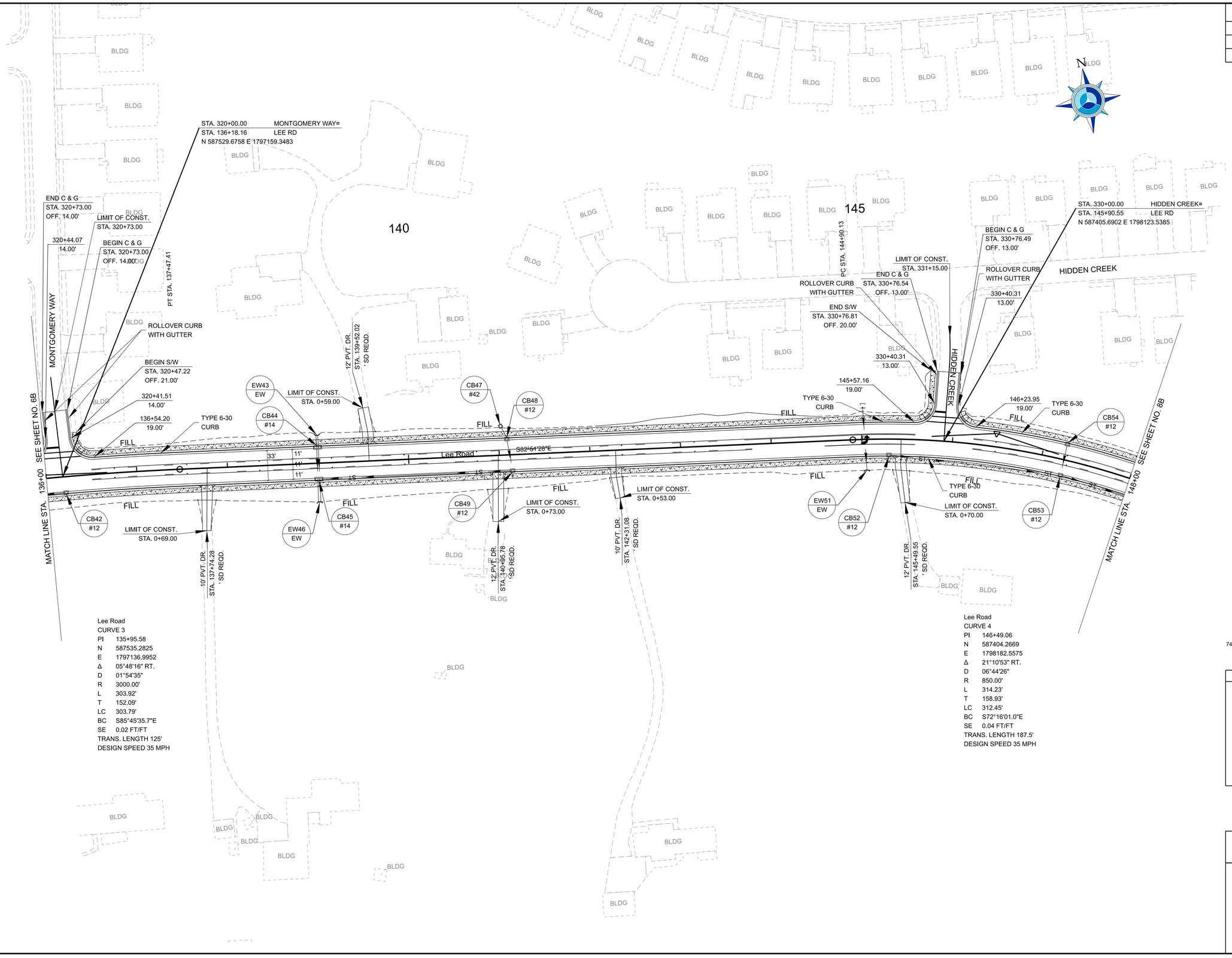
TOWN OF SMYRNA
LEE ROAD - PH1

RIGHT OF WAY DETAILS

STA. 136+00 TO STA. 148+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE 1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-ROW DETAILS.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	7B



Lee Road
CURVE 3
PI 135+95.58
N 587535.2825
E 1797136.9952
Δ 05°48'16" RT.
D 01°54'35"
R 3000.00'
L 303.92'
T 152.09'
LC 303.79'
BC S85°45'35.7"E
SE 0.02 FT/FT
TRANS. LENGTH 125'
DESIGN SPEED 35 MPH

Lee Road
CURVE 4
PI 146+49.06
N 587404.2669
E 1798182.5575
Δ 21°10'53" RT.
D 06°44'26"
R 850.00'
L 314.23'
T 158.93'
LC 312.45'
BC S72°16'01.0"E
SE 0.04 FT/FT
TRANS. LENGTH 187.5'
DESIGN SPEED 35 MPH

R.O.W. PLANS

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TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED LAYOUT

STA. 136+00 TO STA. 148+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$TIME$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPOSED LAYOUT.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	7C

STA. 320+00.00 MONTGOMERY WAY=
STA.136+18.16 LEE RD

STA. 330+00.00 HIDDEN CREEK=
STA.145+90.55 LEE RD

CB42
GT. Elev. 640.11'
OUT. Elev. 637.00'

EW43
GT. Elev. 641.74'
OUT. Elev. 639.74'

CB44
GT. Elev. 641.71'
INV. Elev. 637.04'
OUT. Elev. 637.65'

CB47
GT. Elev. 642.22'
OUT. Elev. 638.27'

EW46
GT. Elev. 638.81'
OUT. Elev. 636.81'

CB45
GT. Elev. 641.71'
INV. Elev. 636.81'
OUT. Elev. 636.94'

CB48
GT. Elev. 642.86'
INV. Elev. 638.19'
OUT. Elev. 638.19'

CB49
GT. Elev. 642.88'
INV. Elev. 637.20'
OUT. Elev. 638.01'

IN50
GT. Elev. 642.91'
OUT. Elev. 642.91'

EW51
GT. Elev. 644.50'
OUT. Elev. 642.50'

CB52
GT. Elev. 644.84'
OUT. Elev. 641.77'

CB53
GT. Elev. 644.59'
INV. Elev. 641.18'
INV. Elev. 641.18'
OUT. Elev. 641.08'

CB54
GT. Elev. 644.59'
OUT. Elev. 641.53'

VPC STA. 146+22.36
EL. 646.16

VHP STA. 146+44.31
EL. 646.22

VPI STA. 147+20.00
EL. 646.70

VC = 195.28'
K = 40

PROP. GRADE
EX. GROUND
LT.
RT.
18"
+0.55%
-4.33%
0.32%
-2.98%
+2.40%
-2.40%
+2.00%
-2.00%
+4.00%
-4.00%
+2.88%
-2.88%

136+00.00
137+25.00
137+50.00
141+18.77
143+42.50
144+67.50
145+30.00
147+65.00
148+00.00

690 685 680 675 670 665 660 655 650 645 640 635 630 625 620 615 610 605 600 595 590

136+00 137+00 138+00 139+00 140+00 141+00 142+00 143+00 144+00 145+00 146+00 147+00 148+00

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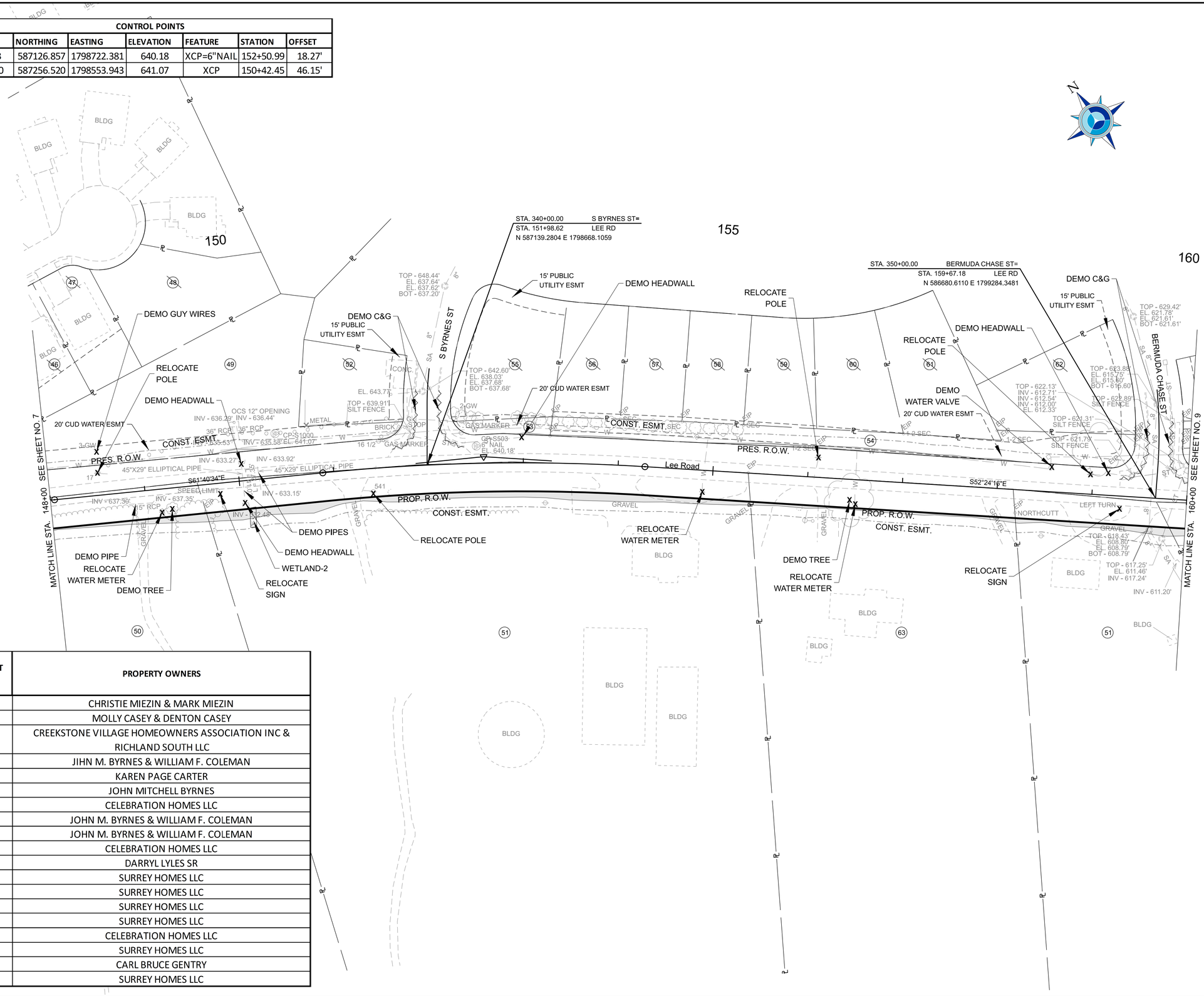
STA. 136+00 TO STA. 148+00

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CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S503	587126.857	1798722.381	640.18	XCP=6"NAIL	152+50.99	18.27'
S1000	587256.520	1798553.943	641.07	XCP	150+42.45	46.15'

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	8



TRACT NO.	PROPERTY OWNERS
46	CHRISTIE MIEZIN & MARK MIEZIN
47	MOLLY CASEY & DENTON CASEY
48	CREEKSTONE VILLAGE HOMEOWNERS ASSOCIATION INC & RICHLAND SOUTH LLC
49	JIHN M. BYRNES & WILLIAM F. COLEMAN
50	KAREN PAGE CARTER
51	JOHN MITCHELL BYRNES
52	CELEBRATION HOMES LLC
53	JOHN M. BYRNES & WILLIAM F. COLEMAN
54	JOHN M. BYRNES & WILLIAM F. COLEMAN
55	CELEBRATION HOMES LLC
56	DARRYL LYLES SR
57	SURREY HOMES LLC
58	SURREY HOMES LLC
59	SURREY HOMES LLC
60	SURREY HOMES LLC
61	CELEBRATION HOMES LLC
62	SURREY HOMES LLC
63	CARL BRUCE GENTRY
64	SURREY HOMES LLC

R.O.W. PLANS

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TOWN OF SMYRNA
LEE ROAD - PH1

PRESENT LAYOUT

STA. 148+00 TO STA. 160+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$TIME$$$$$$$$
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CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S503	587126.857	1798722.381	640.18	XCP=6"NAIL	152+50.99	18.27'
S1000	587256.520	1798553.943	641.07	XCP	150+42.45	46.15'

LEGEND	
DRIVEWAY	
SLOPE EASEMENT	

Lee Road
CURVE 5
PI 152+58.69
N 587113.3029
E 1798722.3985
Δ 09°16'19" RT.
D 02°43'42"
R 2100.00'
L 339.83'
T 170.29'
LC 339.46'
BC S57°02'24.9"E
SE 0.03 FT/FT
TRANS. LENGTH 146'
DESIGN SPEED 35 MPH

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	8A

S08°55'26"W
N90°00'00"E 95.96'
S08°55'26"W 108.18'
S08°55'26"W 48.47'
R=50.00' L=48.15'
R=50.00' L=9.19'
R=50.00' L=63.77'
R=25.00' L=21.41'
N45°39'12"W 82.38'
N63°44'37"W 46.85'
N77°59'42"E 118.19'
S49°05'00"E 36.00'
N83°43'45"W 165.33'
N83°43'45"W 59.98'
N83°43'45"W 60.00'
N37°34'48"E 91.67'
N48°38'31"E 45.34'
S84°09'49"E 34.54'
N51°25'50"W 29.27'
N51°25'50"W 87.65'
N51°50'12"E 151.37'
PT STA. 148+59.96
PT STA. 150+88.40
150
155
160
CREEKSTONE VILLAGE HOA
DENTON CASEY & MOLLY CASEY
CHRISTIE MIEZIN & MARK MIEZIN
JOHN M BYRNES TRUSTEE & WILLIAM F COLEMAN
CELEBRATION HOMES LLC
15' PUBLIC UTILITY ESMT
S47°05'50"E 110.00'
20' CUD WATER ESMT
S. BYRNES ST
STA. 340+00.00 S BYRNES ST=
STA. 151+98.62 LEE RD
N 587139.2804 E 1798668.1059
PT STA. 154+28.23
R=25.00' L=37.54'
R=325.00' L=70.58'
R=325.00' L=17.03'
S51°40'40"E 47.97'
S51°40'40"E 65.00'
S51°40'40"E 31.19'
R=325.00' L=33.84'
R=325.00' L=65.00'
R=325.00' L=65.00'
STA. 350+00.00 BERMUDA CHASE ST=
STA. 159+67.18 LEE RD
N 586680.6110 E 1799284.3481
15' PUBLIC UTILITY ESMT
S81°39'51"E 92.40'
S81°39'51"E 67.04'
BERMUDA CHASE ST
R=275.00' L=124.87'
R=275.00' L=4.05'
S36°42'39"W 7.19'
R=325.00' L=20.67'
R=325.00' L=65.11'
S36°42'39"W 7.47'
S09°23'57"W 11.75'
S54°09'30"E 145.86'
159+42.10
54.38'
159+16.70
28.99'
S50°52'19"E 151.48'
159+92.34
54.86'
159+68.32
3.81'
S09°53'57"W 110.00'
S09°53'57"W 13.36'
S09°53'57"W 82.30'
R=25.00' L=31.78'
R=25.00' L=29.22'
R=25.00' L=7.77'
R=325.00' L=62.22'
151+76.94
54.65'
N58°35'21"W 109.90'
151+51.70
30.14'
N58°35'21"W 12.16'
152+50.31
30.11'
N67°43'52"W 101.21'
152+88.32
1.04'
N48°19'26"W 31.08'
152+79.21
31.00'
S53°56'34"E 104.95'
N41°19'31"E 122.86'
S38°19'20"W 119.42'
S38°19'12"W 116.85'
S38°19'20"W 115.58'
S32°32'21"W 116.47'
S20°52'33"W
CONST. ESMT.
PRES. R.O.W.
FILL
CUT
PROP. R.O.W.
N61°17'51"W 386.61'
S62°14'06"E 199.21'
N60°14'44"W 231.84'
S61°40'34"E
149+55.38
4.27'
149+64.45
32.83'
S58°35'21"E 29.34'
S53°17'21"E 49.36'
N54°21'34"W 103.09'
N52°29'02"W 145.90'
155+37.28
0.09'
155+43.39
30.00'
S53°17'21"E 283.14'
S52°47'40"E 233.53'
S51°54'46"E 103.85'
S52°04'21"E 307.62'
S52°26'01"E 279.61'
S52°24'16"E
158+16.89
0.24'
158+22.99
30.00'
159+85.46
30.00'
Lee Road
SEE SHEET NO. 7A
SEE SHEET NO. 9A
MATCH LINE STA. 148+00
MATCH LINE STA. 160+00
50 KAREN PAGE CARTER
51 JOHN MITCHELL BYRNES
63 CARL BRUCE GENTRY & CHARLOTTE A GENTRY
51 JOHN MITCHELL BYRNES
42 DUSTIN SANDERS & BRANDI SANDERS
N29°51'10"E 832.47'
S29°54'43"W 744.80'

R.O.W. PLANS

NOT FOR CONSTRUCTION

TOWN OF SMYRNA TENNESSEE

Energy Land & Infrastructure
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TOWN OF SMYRNA
LEE ROAD - PH1

RIGHT OF WAY DETAILS

STA. 148+00 TO STA. 160+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-ROW DETAILS.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	8B

Lee Road
CURVE 5
PI 152+58.69
N 587113.3029
E 1798722.3985
Δ 09°16'19" RT.
D 02°43'42"
R 2100.00'
L 339.83'
T 170.29'
LC 339.46'
BC S57°02'24.9"E
SE 0.03 FT/FT
TRANS. LENGTH 146'
DESIGN SPEED 35 MPH

150

155

160

BLDG

PT STA. 148+04.36

PC STA. 150+88.40

PT STA. 154+28.23

STA. 340+00.00 S BYRNES ST=
STA. 151+98.62 LEE RD
N 587139.2804 E 1798668.1059

STA. 350+00.00 BERMUDA CHASE ST=
STA. 159+67.18 LEE RD
N 586680.6110 E 1799284.3481

BEGIN S/W
STA. 340+65.02
OFF. 21.00'

BEGIN C & G
STA. 340+65.00
OFF. 14.00'

LIMIT OF CONST.
STA. 340+65.00

END C & G
STA. 340+65.00
OFF. 14.00'

END S/W
STA. 340+64.99
OFF. 21.00'
ROLLOVER CURB
WITH GUTTER

S BYRNES ST

340+44.47
14.00'

CB63
EX

152+37.88
19.00'

CB61
EX

340+40.95
14.00'

151+63.32
19.00'

TYPE 6-30
CURB

EW55
EW

CB59
#14

CB56
#14

CB65
#12

BEGIN S/W
STA. 350+81.00
OFF. 21.00'

BEGIN C & G
STA. 350+81.00
OFF. 14.00'

350+42.63
14.00'

LIMIT OF CONST.
STA. 350+81.00

END C & G
STA. 350+81.00
OFF. 14.00'

IN74
EX

END S/W
STA. 350+81.00
OFF. 21.00'

350+43.43
14.00'

ROLLOVER CURB
WITH GUTTER

EW69
EW

CB70
EX

159+29.57
19.00'

TYPE 6-30
CURB

BERMUDA CHASE ST

SEE SHEET NO. 7B

SEE SHEET NO. 9B

MATCH LINE STA. 148+00

MATCH LINE STA. 160+00

Lee Road

S61°48'34"E

S52°24'16"E

CUT

FILL

11'
11'
11'
33'

LIMIT OF CONST.
STA. 0+62.00

11' PVT. DR.
STA. 148+92.52
SD REQD.

EW58
EW

CB57
#14

CB60
#14

CB62
#12

LIMIT OF CONST.
STA. 0+67.00

14' PVT. DR.
STA. 151+22.31
SD REQD.

LIMIT OF CONST.
STA. 0+74.00

PVT. DR.
STA. 154+00.14
SD REQD.

CB64
#12

LIMIT OF CONST.
STA. 0+53.41

PVT. DR.
STA. 155+41.28
SD REQD.

CB66
#12

12' PVT. DR.
STA. 156+19.88
SD REQD.

TYPE 6-30
CURB

LIMIT OF CONST.
STA. 0+56.00

CB67
#12

LIMIT OF CONST.
STA. 0+65.00

11' PVT. DR.
STA. 158+17.42
SD REQD.

CB68
#12

LIMIT OF CONST.
STA. 0+66.00

24' PVT. DR.
STA. 159+36.36
SD REQD.

CB71
#12

CB72
EX

22' PVT. DR.
STA. 159+16.77
SD REQD.

LIMIT OF CONST.
STA. 0+66.00

BLDG

R.O.W.
PLANS

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CONSTRUCTION

TOWN OF SMYRNA
TENNESSEE

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TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED LAYOUT

STA. 148+00 TO STA. 160+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPOSED LAYOUT.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	8C

STA. 340+00.00 S BYRNES ST=
STA.151+98.62 LEE RD

STA. 350+00.00 BERMUDA CHASE ST=
STA.159+67.18 LEE RD

VC = 328.33'
K = 50

VPT STA. 148+17.64
EL. 642.47

VPC STA. 148+25.83
EL. 642.11

VC = 195.28'
K = 40

VPI STA. 149+90.00
EL. 635.00

VIP STA. 150+42.50
EL. 637.42

CB62
GT. Elev. 637.92'
OUT. Elev. 634.79'

VPT STA. 151+64.17
EL. 638.67

VPC STA. 151+63.50
EL. 638.87

CB59
GT. Elev. 636.94'
OUT. Elev. 633.80'

CB60
GT. Elev. 636.94'
INV. Elev. 633.60'
INV. Elev. 633.60'
OUT. Elev. 633.50'

CB57
GT. Elev. 637.09'
INV. Elev. 633.04'
INV. Elev. 633.04'
OUT. Elev. 632.94'

VPI STA. 152+90.00
EL. 641.70

VHP STA. 152+72.58
EL. 640.09

VC = 253.00'
K = 49

VPT STA. 154+16.50
EL. 637.97

CB64
GT. Elev. 637.21'
OUT. Elev. 634.13'

CB66
GT. Elev. 633.03'
INV. Elev. 629.60'
INV. Elev. 629.60'
OUT. Elev. 629.50'

CB67
GT. Elev. 625.88'
INV. Elev. 623.35'
OUT. Elev. 622.80'

VC = 116.73'
K = 49

VPC STA. 159+81.63
EL. 621.32

CB68
GT. Elev. 623.22'
INV. Elev. 617.10'
OUT. Elev. 617.00'

CB71
GT. Elev. 622.05'
INV. Elev. 614.10'
OUT. Elev. 614.00'

IN73
GT. Elev. 611.46'
OUT. Elev. 611.46'

-4.33% PROP GRADE
EX. GROUND
2.98%
4.33%
+2.23%
1.09%
1.33%
+2.23%
-2.95%
3.01%
2.43%
2.71%
6.58%
3.71%
18"

LT.
+2.88%
-2.88%
148+00.00
148+27.50
-2.00%
+0.00%
148+90.00
-2.00%
149+46.38
-2.00%
149+69.29
150+90.71
-2.00%
151+15.00
2.80%
154+05.00
155+50.71
157+35.94
160+00.00

680 675 670 665 660 655 650 645 640 635 630 625 620 615 610 605 600 595 590 585 580

148+00 149+00 150+00 151+00 152+00 153+00 154+00 155+00 156+00 157+00 158+00 159+00 160+00

R.O.W. PLANS

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TOWN OF SMYRNA TENNESSEE

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TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED
PROFILE

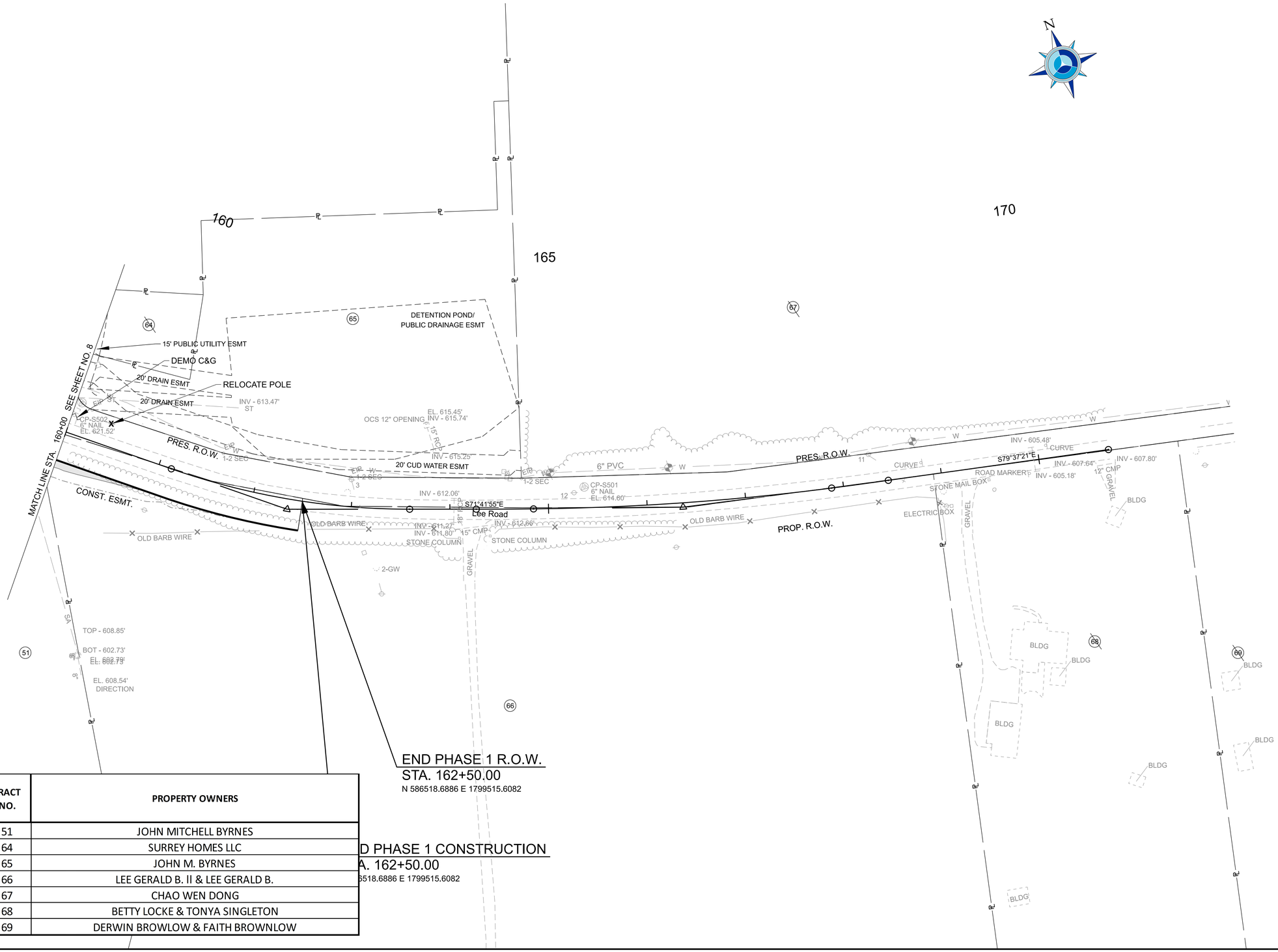
STA. 148+00 TO STA. 160+00

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

12/5/2025 11:16:43 AM
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPOSED PROFILES.DGN

CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S501	586442.505	1799791.381	614.60	XCP=6"NAIL	165+37.17	30.27'
S502	586683.712	1799335.109	621.52	XCP=6"NAIL	160+05.51	33.42'

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	9



TRACT NO.	PROPERTY OWNERS
51	JOHN MITCHELL BYRNES
64	SURREY HOMES LLC
65	JOHN M. BYRNES
66	LEE GERALD B. II & LEE GERALD B.
67	CHAO WEN DONG
68	BETTY LOCKE & TONYA SINGLETON
69	DERWIN BROWLOW & FAITH BROWNLOW

R.O.W. PLANS

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TOWN OF SMYRNA
LEE ROAD - PH1

PRESENT LAYOUT

STA. 160+00 TO STA. 172+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$$TIME$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PRESENT LAYOUT.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	9A

CONTROL POINTS						
POINT	NORTHING	EASTING	ELEVATION	FEATURE	STATION	OFFSET
S501	586442.505	1799791.381	614.60	XCP=6"NAIL	165+37.17	30.27'
S502	586683.712	1799335.109	621.52	XCP=6"NAIL	160+05.51	33.42'

LEGEND	
DRIVEWAY	
SLOPE EASEMENT	

Lee Road
CURVE 6
PI 162+37.31
N 586515.8100
E 1799498.3800
Δ 19°17'40" LT.
D 07°50'17"
R 731.00'
L 246.16'
T 124.26'
LC 245.00'
BC S62°03'05.4"E
SE N/A
TRANS. LENGTH N/A
DESIGN SPEED 35 MPH

N73°43'39"W 15.00'
S16°23'45"W 110.00'
N73°43'39"W 300.71'
160
165
170
S16°37'47"W 75.19'
S16°23'45"W 382.64'
N68°24'44"W 110.00'
64 JOHN MITCHELL BYRNES
15' PUBLIC UTILITY ESMT
S22°35'37"W 110.00'
N36°56'02"W 110.00'
20' DRAIN ESMT
R=28.00'
L=39.28'
160+17.73
30.25'
20' DRAIN ESMT
65 JOHN MITCHELL BYRNES
DETENTION POND/ PUBLIC DRAINAGE ESMT
67 CHAO WEN DONG
160+00 SEE SHEET NO. 8A
MATCH LINE STA
S53°17'21"E 140.13'
CUT
S54°07'19"E 188.12'
Lee Road
PRES. R.O.W.
S64°02'54"E 130.98'
161+59.86
30.98'
162+96.74
30.08'
20' CUD WATER ESMT
S71°16'21"E 173.15'
PRES. R.O.W.
N73°24'05"W 208.56'
164+72.75
31.24'
PRES. R.O.W.
N79°05'31"W 957.16'
171+41.97
1.16'
168+91.98
0.06'
S79°37'21"E
S79°20'38"E 250.00'
PROP. R.O.W.
PROP. R.O.W
FILL
CONST. ESMT.
S60°55'08"E 135.70'
161+56.41
0.54'
162+92.36
0.03'
S71°08'38"E 181.10'
S71°41'55"E
S71°57'10"E 168.78'
166+42.16
4.63'
S79°20'38"E 250.00'
PROP. R.O.W.
PC STA. 161+13.05
PT STA. 163+59.21
TS STA. 164+26.78
51 JOHN MITCHELL BYRNES
S07°34'27"W 525.30'
66 RUTHERFORD COUNTY SCHOOLS
68 BETTY LOCKE & TONYA SINGLETON
69 DERWIN BROWNLOW & FAITH BROWNLOW
N10°39'22"E 871.20'
N10°39'22"E 871.20'

END PHASE 1 R.O.W.
STA. 162+50.00
N 586518.6886 E 1799515.6082

END PHASE 1 CONSTRUCTION
STA. 162+50.00
N 586518.6886 E 1799515.6082

R.O.W. PLANS

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TOWN OF SMYRNA
LEE ROAD - PH1

RIGHT OF WAY DETAILS

STA. 160+00 TO STA. 172+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$TIME$$$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-ROW DETAILS.DGN

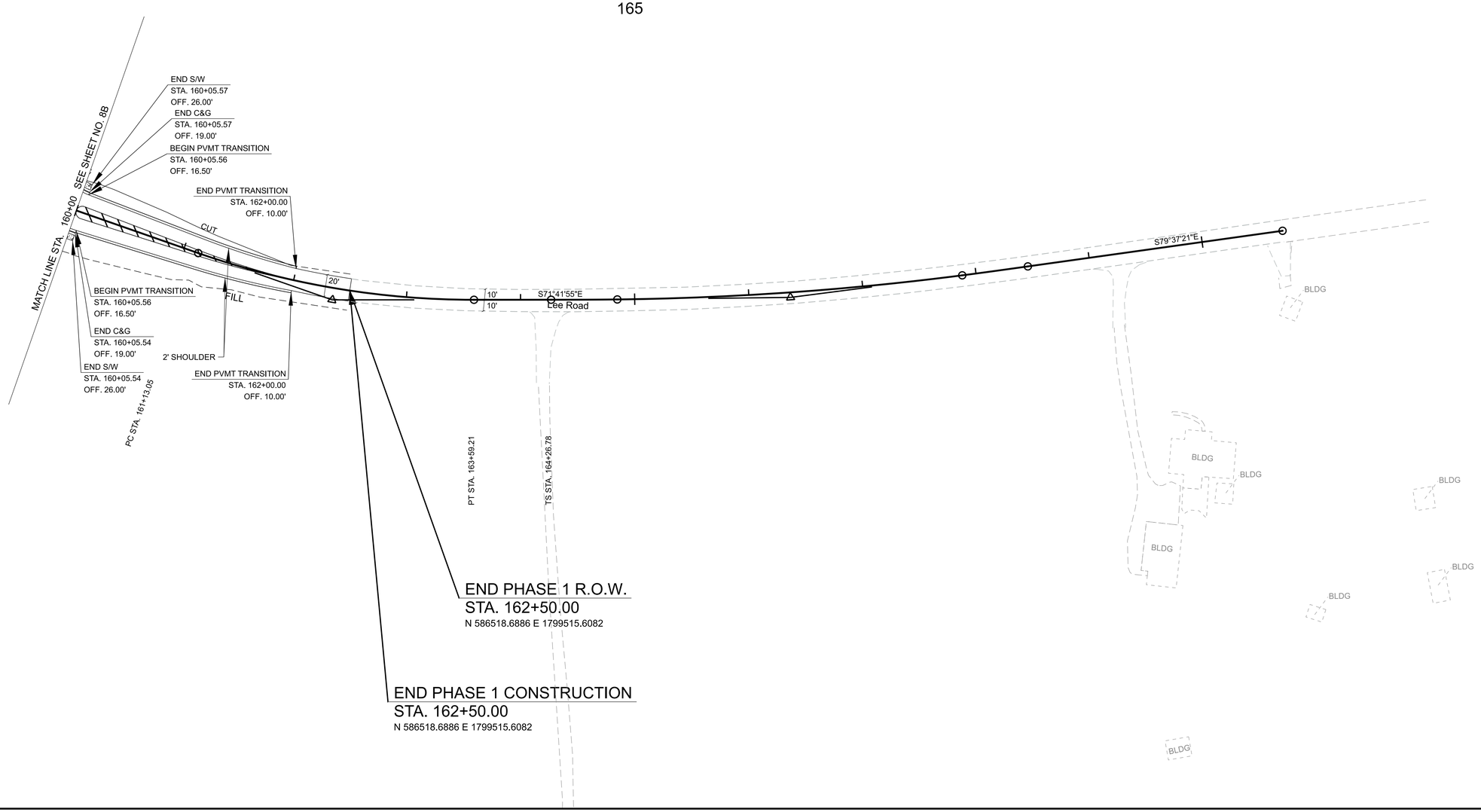
TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	9B

Lee Road
CURVE 6
PI 162+37.31
N 586515.8100
E 1799498.3800
Δ 19°17'40" LT.
D 07°50'17"
R 731.00'
L 246.16'
T 124.26'
LC 245.00'
BC S62°03'05.4"E
SE N/A
TRANS. LENGTH N/A
DESIGN SPEED 35 MPH

160

165

170



R.O.W. PLANS

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TOWN OF SMYRNA TENNESSEE

Energy Land & Infrastructure

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TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED LAYOUT

STA. 160+00 TO STA. 172+00.00
SCALE: 1" = 50'

$$$$DATE$$$$$$$$$$TIME$$$$$$
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPOSED LAYOUT.DGN

TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	9C

VC = 116.73'
K = 49

VPI STA. 160+40.00
EL. 619.60

VPT STA. 160+98.37
EL. 619.27

VPI STA. 162+50.00
EL. 618.41

2.95%
-0.56%
EX. GROUND
-0.56% PROP GRADE

END PHASE 1 CONST.
STA. 162+50.00

EX. GROUND

-2.00% LT
-2.00% RT.
-2.00%
-1.35%

160+00.00
161+13.00
162+49.92

665 660 655 650 645 640 635 630 625 620 615 610 605 600 595 590 585 580 575 570 565

160+00 161+00 162+00 163+00 164+00 165+00 166+00 167+00 168+00 169+00 170+00 171+00 172+00

R.O.W. PLANS

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TOWN OF SMYRNA TENNESSEE

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TOWN OF SMYRNA
LEE ROAD - PH1

PROPOSED PROFILE

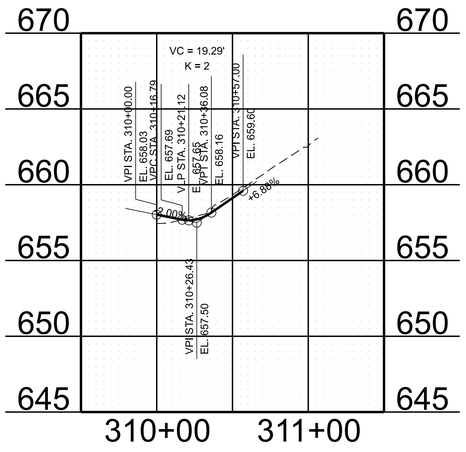
STA. 160+00 TO STA. 172+00

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

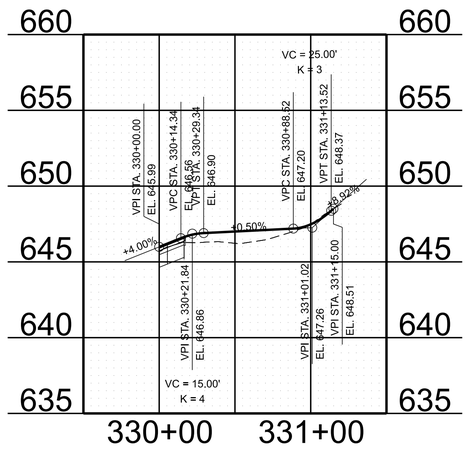
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TYPE	YEAR	ELI PROJECT NO.	SHEET NO.
R.O.W.	2025	23-12-2204	10

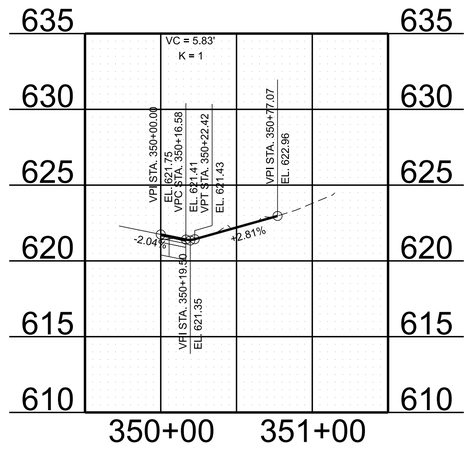
HERTFORDSHIRE WAY



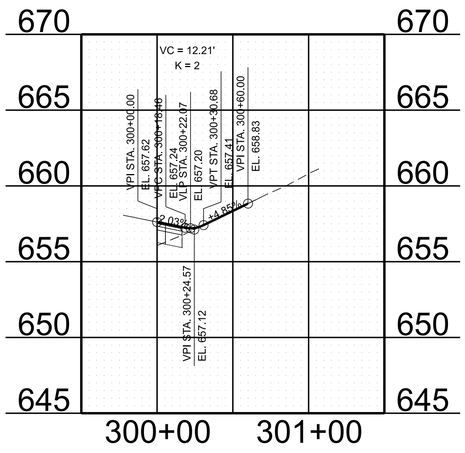
HIDDEN CREEK



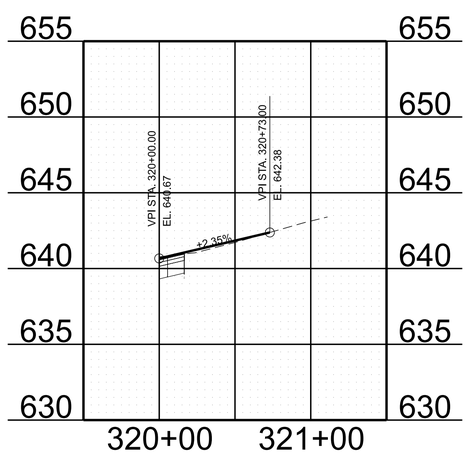
BERMUDA CHASE ST



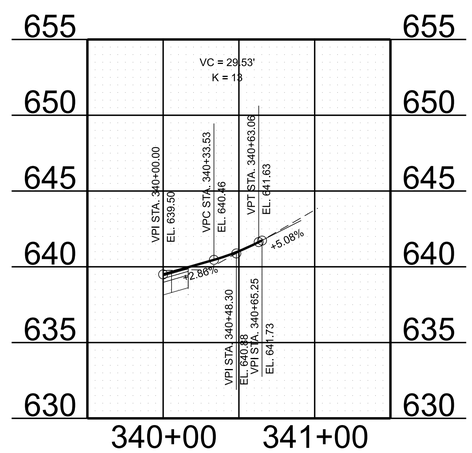
LANCASTER RD



MONTGOMERY WAY



S BYRNES ST



R.O.W. PLANS

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TOWN OF SMYRNA
LEE ROAD - PH1

SIDE ROAD PROFILES

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

12/5/2025 11:17:18 AM
W:\23-12-2204_SMYRNA LEE ROAD_PHASE 1\3_CAD\23-12-2204 LEE ROAD PHASE1\DGN\SHEET FILES\23-12-2204-LEEROADPHASE1-SHT-PROPOSED SIDEROAD PROFILES.DGN

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.j.
Department: Administration
Date: September 8, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with the Regional Transportation Authority for Commuter Bus Service between Nashville/Davidson County and the Town of Smyrna.

Fiscal Impact:
$23,517.00 ($17,632.00 + $5,885.00) $5,8805.00 will replenish the Town's reserves.

Contract Type:
Original Contract

Contract Term (if applicable):
July 1, 2026, to June 30, 2027.

Background:
WeGo Public Transit (managed by the Regional Transportation Authority) provides regional and local public transportation across Middle Tennessee, featuring local buses, express routes, and the WeGo Star commuter train. Route 86 operates Monday–Friday, with 3 outbound morning trips to Nashville and 4 inbound afternoon trips to Smyrna.

Summary:
Partner agency contributions (Smyrna, La Vergne, Rutherford County, and Davidson County) and Federal funding support Route 86. Route 86 currently averages 30 daily rides. This agreement extends the Route 86 agreement with the Town and RTA for one more year. Route 86 will remain unchanged for the term of the agreement.

Over the past year, partner agencies and the Regional Transportation Authority of Middle Tennessee have discussed ways to address low ridership and rising operational costs. Consensus among the partner agencies and RTA is to consolidate Route 86 with Route 84. Route 84 currently operates from the Transit Center in Murfreesboro to Nashville with 12 round trips and approximately 100 passengers per day. This route also has more stop options. Consolidating the routes would increase overall ridership and provide more commuting options for Smyrna and La Vergne residents. Consolidating the routes would discontinue the stop at Stars and Strikes, since it is too far off the I-24 corridor and would make Route 84 inefficient. Instead, a stop near the Smyrna/La Vergne border along I-24 would be added. To ensure service to existing

customers west of I-24, the WeGo Link Program would be implemented in the western geographical area of the Town. The WeGo Link Program provides discounted rideshare connections (via Uber or Mobility Solutions) to and from select bus stops. It costs customers just $2 per ride by covering up to an $8 subsidy, helping riders who find travel to a stop challenging.
Over the next several months, RTA and the partner agencies will further refine this alternative, with implementation planned for next summer.

Recommended Council Action:
Approval of the agreement and authorization for the Mayor to execute.

Attachments:
1. FY27 #86 -Smyrna- RegionalBusServiceContract-TS revised 1
2. FY27 INVOICE - 86X - TOWN OF SMYRNA - BUS SRVC REVISED
3. Smyrna Council Workshop_RTA_8-2026

CONTRACT NO. 2011204-TS
BETWEEN
REGIONAL TRANSPORTATION AUTHORITY
AND
TOWN OF SMYRNA

This Contract, entered on the 1st Day of July 2026, by and between the Regional Transportation Authority, located at 430 Myatt Drive, Nashville TN 37115, (hereinafter "RTA"), and the Town of Smyrna, located at 315 S. Lowry Street, Smyrna, TN 37167, (hereinafter "the Town"). This contract is for the provision of Commuter Bus Service (hereinafter "Service(s)") between Nashville/Davidson County and the Town of Smyrna.

The RTA was established pursuant to statutory law enacted by the Tennessee General Assembly, T.C.A. 64-8-101 et seq.

A. SCOPE OF SERVICES

The RTA shall provide Service between Nashville/Davidson County, and Town of Smyrna, Tennessee. The Town shall have no obligation for Services rendered by the RTA which are not performed within the specified period or between the specified route terminuses.

B. TERM

The Contract term start date shall be July 1, 2026; the Contract end date shall be June 30, 2027.

C. PAYMENT

In consideration of RTA's provision of Services, the Town shall provide RTA with the amount of twenty-three thousand five hundred seventeen dollars ($23,517.00.00 service total less $5885.00 from reserves equals $17,632.00).

The RTA shall invoice the Town for its route subsidy share as stated above and shown in Attachments 1 & 2. RTA will send the Town a lump sum invoice in the amount of $17,632.00 payment due. to be paid directly to RTA. The amount represents the full amount owed to RTA by the Town.

The Town shall send payment to RTA, 430 Myatt Drive, Nashville, TN 37115, ATTN: Accounting Department.

D. STANDARD TERMS AND CONDITIONS

1. Neither RTA nor the Town are bound by this Contract until it is executed by the parties.
2. This Contract may be modified only by a written amendment executed by all parties hereto.
3. The RTA may terminate this Contract and the Service obligations if adequate Grant Funds are not available to continue the Service. In the event of termination, the Town shall receive a share of any of their route subsidies that remain. The reimbursement will be determined by dividing the $23,517.00 into 12 and multiplying that amount by the number of months the Town did not receive Service.
4. The RTA warrants 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 RTA on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The RTA shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. The RTA warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of the Town as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, or consultant to the RTA in connection with any work contemplated or performed relative to this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
7. As part of the RTA yearly audit, a full audit of this project will be conducted by an outside auditing firm and made available to the Town. All financial records will be consistent with internal accounting procedures.

IN WITNESS WHEREOF, as of the date written above, the parties have caused this Contract to be signed by their duly authorized representatives.

Regional Transportation Authority	Town of Smyrna
Stephen G. Bland, CEO	
Date	Date

WeGo Public Transit

INVOICE
FY27-SMYRNA
05/20/26

TO: TOWN OF SMYRNA
315 S. LOWRY STREET
SMYRNA, TN 37167
ATTN: MARY ESTHER REED, MAYOR

FROM: Regional Transportation Authority
430 Myatt Drive
Nashville, TN 37115
615-862-5969

	Description of Charges	AMOUNT
05/20/21026	ANNUAL PARTNER SUBSIDY FOR COMMUTER BUS SERVICES FOR ROUTE 86X-SMYRNA/LAVERGNE FOR THE PERIOD JULY 1, 2026 THRU JUNE 30, 2027	$23,517.00
	(RESERVES ALLIED)	($5885.00)
	QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT Melissa Brown @ melissa.brown@nashville.gov	
	Please send remittance to REGIONAL TRANSPORTATION AUTHORITY — TOTAL	$17,632.00

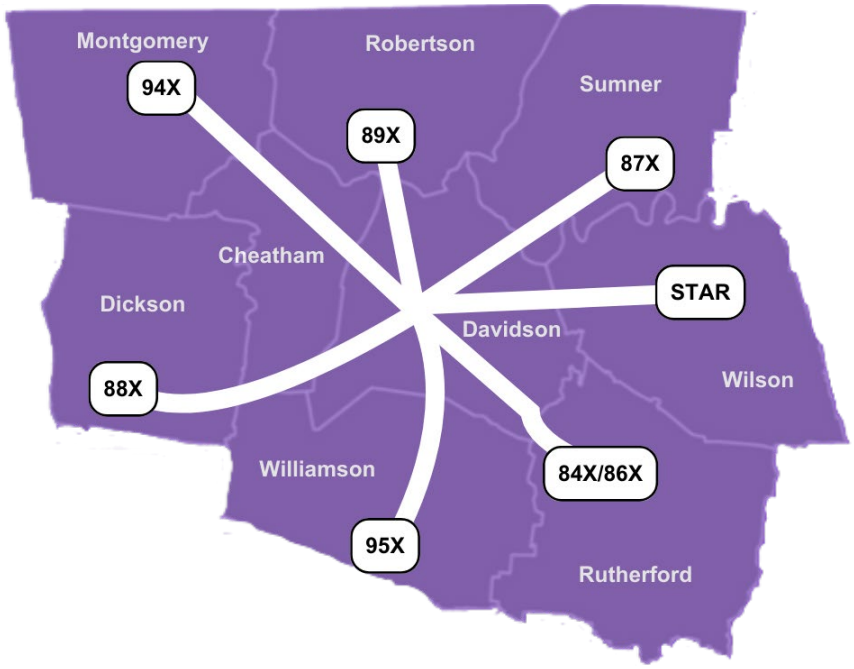
Smyrna Council Workshop Presentation

August 27th, 2026

WeGo Public Transit

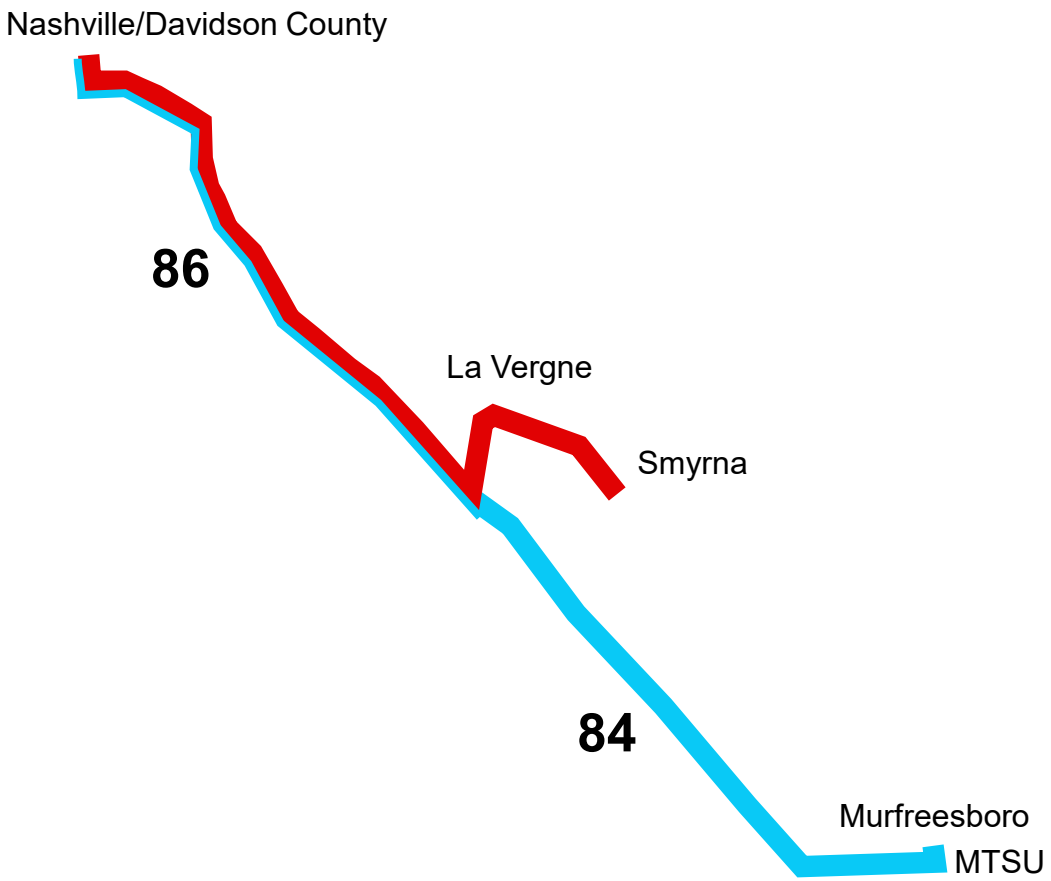
Regional Transit Authority (RTA)

- All corridors must be self sufficient
- Annual partner contribution requests are based on actual cost of service for each corridor
- Service costs have increased over the past decade, but partner contributions have not increased
- Reserves were established to enhance corridor financial stability
  - Rutherford's 84X and 86X partners have been depleting reserves in recent years in lieu of increased contributions

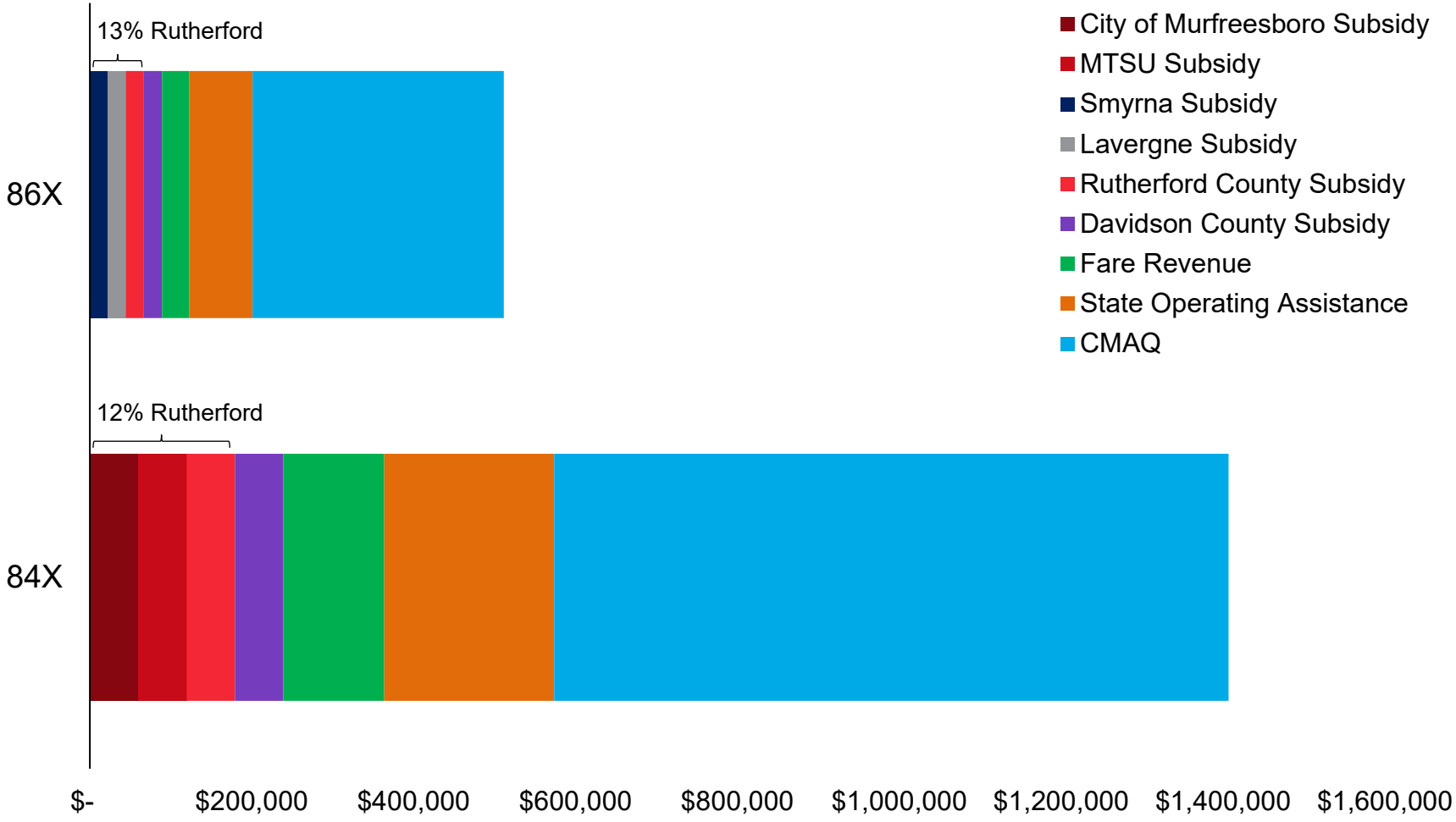


Service	Monthly Ridership (Jun 26)	Avg Ride / Trip
WeGo STAR	13,179	58
Downtown Shuttle	866	5
West End Shuttle	3,002	17
84X	3,041	6
86X	624	4
87X	2,165	14
88X	612	8
89X	538	7
94X	2,193	12
95X	1,091	7
Totals	**27,311**	**14**

Rutherford Corridor

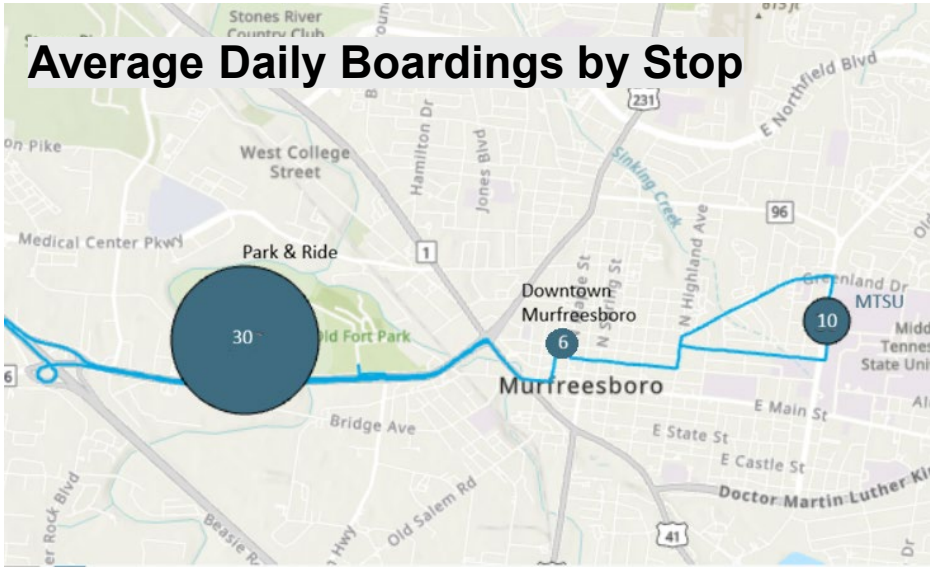


FY26 Rutherford Corridor Revenues



Route 84 Murfreesboro

- Currently operates 12 round trips
- Around 42 service hours / day
- Averages ~100 passengers / day



Weekdays — to Nashville

MTSU/James Union Building	Rover Transit Center	Stones River Mall	Duff/Central
5	4	3	1
5:21	5:27	5:35	6:30
5:40	5:47	5:55	7:05
6:10	6:17	6:25	7:40
7:35	7:42	7:50	9:00
9:15	9:22	9:30	10:30
10:40	10:47	10:55	11:55
12:05	**12:12**	**12:20**	**1:25**
1:40	**1:47**	**1:55**	**3:00**
3:15	**3:22**	**3:30**	**4:35**
5:25	**5:32**	**5:40**	**6:40**
6:55	**7:02**	**7:09**	**7:59**
8:35	**8:42**	**8:49**	**9:39**

Bold times denote p.m. hours.

Weekdays — from Nashville

Duff/Central **Bay 7**	Greyhound Bus Station	Stones River Mall	Rover Transit Center	MTSU/James Union Building
1	2	3	4	5
6:18	6:28	7:11	7:18	7:26
7:50	8:00	8:45	8:52	9:00
9:20	9:30	10:15	10:22	10:30
10:40	10:50	11:35	11:43	11:51
12:05	**12:15**	**1:05**	**1:14**	**1:22**
1:40	**1:50**	**2:40**	**2:49**	**2:57**
3:30	**3:44**	**4:54**	**5:03**	**5:11**
4:00	**4:14**	**5:29**	**5:37**	**5:45**
4:35	**4:51**	**6:06**	**6:14**	**6:22**
5:05	**5:19**	**6:29**	**6:37**	**6:45**
7:00	**7:09**	**7:54**	**8:02**	**8:10**

Route 86
Smyrna La Vergne

- Currently averages 30 rides / day
- 15 service hours daily
- 3 AM & 4 PM trips

Weekdays to Nashville

Stars and Strikes	Rebecca Way	Duff/Central
4	3	1
5:44	5:49	6:45
6:05	6:10	7:15
6:30	6:35	7:45

Bold times denote p.m. hours.

Weekdays from Nashville

Duff/Central **Bay 7**	Greyhound Bus Station	Sunset Street	Stars and Strikes
1	2	3	4
3:25	**3:37**	**4:25**	**4:31**
3:55	**4:09**	**5:01**	**5:07**
4:25	**4:40**	**5:33**	**5:39**
4:55	**5:10**	**6:03**	**6:09**

The bus may leave this stop early.

No service Saturdays, Sundays or holidays.

2025/26 Corridor Meeting Summaries

- Reviewed estimated partner reserve depletion dates
- Discussed need for partner subsidy increases to continue existing 84X/86X services beginning in FY26
- Agreed to increase contributions for FY26 and FY27 to:
  - Provide full funding needed for annual corridor operations
  - Replenish partner reserves
- Highlighted likelihood of annual increases due to inflationary growth
- Reviewed funding scenarios with and without MTSU subsidies
- Outlined short- and long-term options for RTA bus service:
  - Combining 84X and 86X services and piloting a WeGo Link zone
  - Future 84X/86X operations on the I-24 Southeast Choice Lanes

Revised with Late MTSU Contribution

FY2027 Partner Contributions Update	FY2027 Contributions	Change in Partner Reserves	Total FY2027 Contributions	Reserve Balance FYE27
MTSU	$64,575	-	$64,575	-
Murfreesboro	$78,750	($14,175)	$64,575	$41,015
Smyrna	$17,530	$5,885	$23,415	**DEPLETED**
LaVergne	$22,570	$845	$23,415	**DEPLETED**
Rutherford	$49,220	$37,173	$86,393	$77,384
Davidson	$86,393	-	$86,393	$1,517,086
Total 84/86X Partner Contributions	**$319,038**	**$29,728**	**$348,766**	

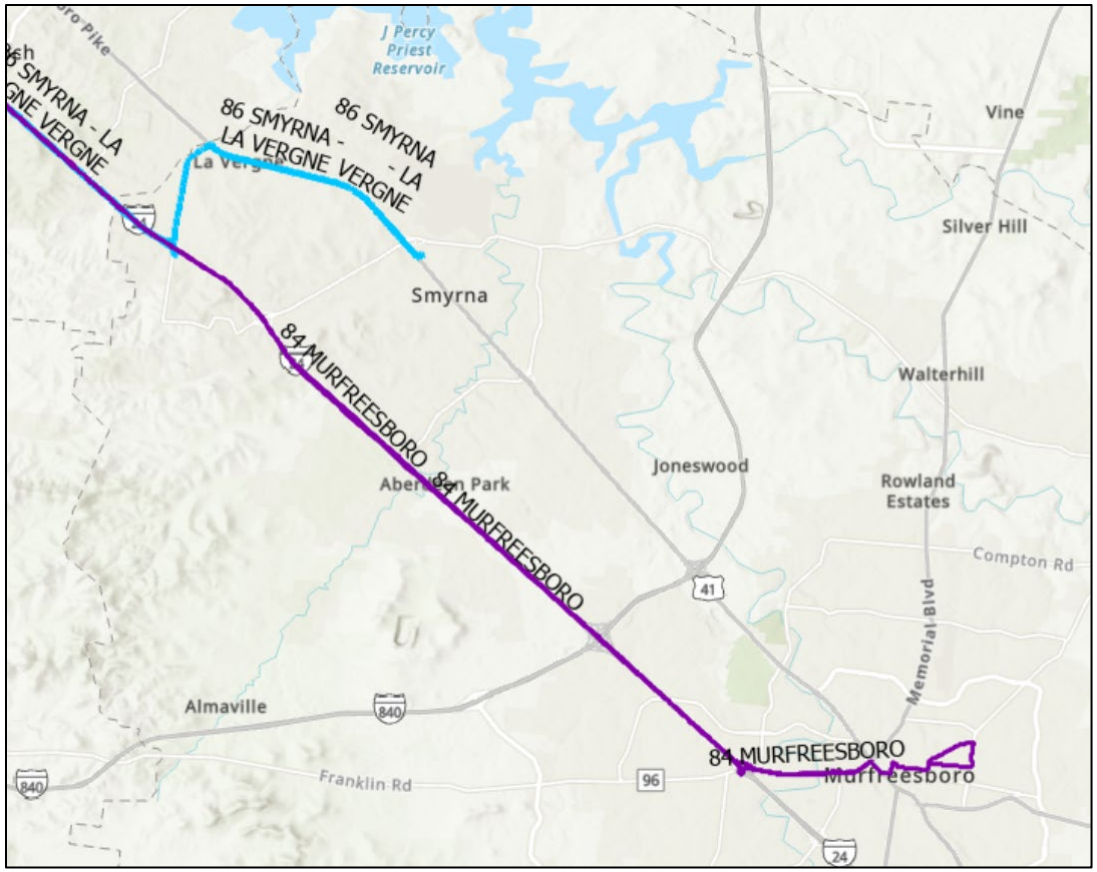
- With MTSU's late FY2027 contribution, RTA will delay the combined service and RTA WeGo Link pilot to FY2028 (July 2027)

Three Potential Scenarios for FY2028

Comparison of Contributions for FY2026, FY2027, and Three Potential Options for FY2028	FY 2026 Status Quo Minimum	FY2027 Status Quo Minimum	FY2028 84X/86X Combined Scenarios		
			WeGo Link Pilot, no MTSU	WeGo Link Pilot, partial MTSU	WeGo Link Pilot, full MTSU
MTSU	$57,799	$64,575	-	$35,000	$50,000
Murfreesboro	$57,799	$64,575	$81,500	$67,500	$62,500
Smyrna	$21,531	$23,415	$23,500	$22,000	$20,000
LaVergne	$21,531	$23,415	$23,500	$22,000	$20,000
Rutherford	$79,330	$86,393	$96,000	$87,000	$84,000
Davidson	$79,330	$86,393	$96,000	$87,000	$84,000
Total 84/86X Partner Contributions	**$317,320**	**$348,766**	**$320,500**	**$320,500**	**$320,500**

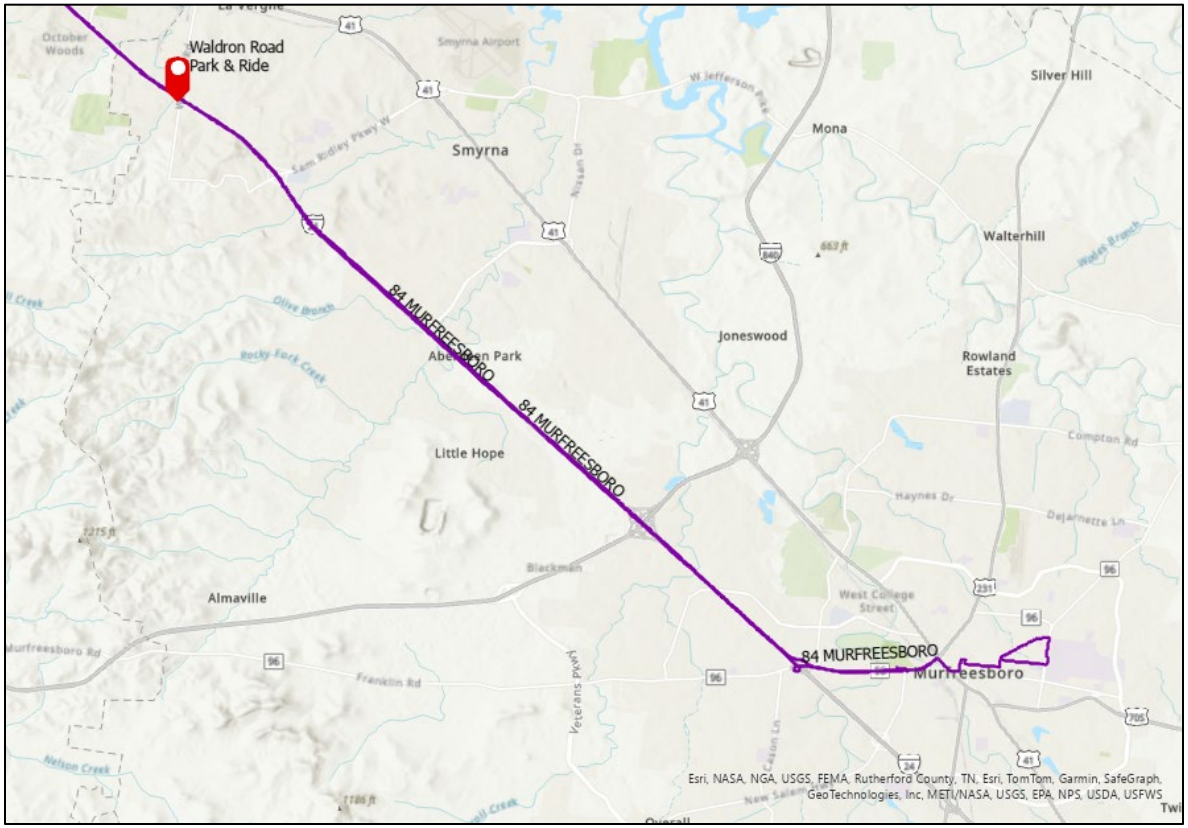
Current Rutherford County Service

- Route 84 Murfreesboro
  - Park & Ride in Murfreesboro set to open Fall 2026
- Route 86 Smyrna La Vergne
  - Park & Ride at Smyrna Stars & Strikes
  - Pickups along Murfreesboro Road
  - Peak-only service



Combined Routing Option

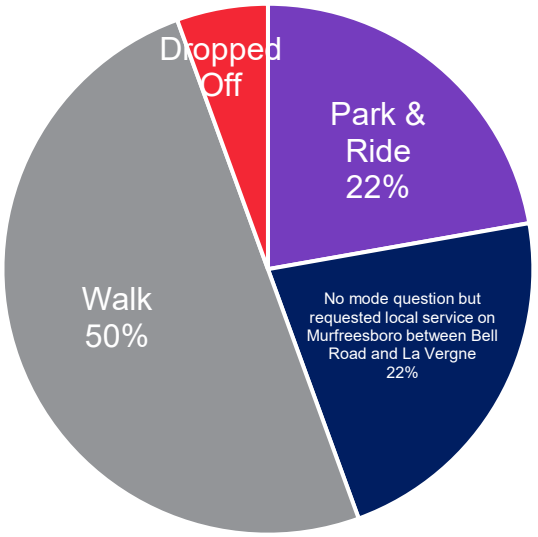
- Provides peak-only service for Smyrna and La Vergne at a shared park & ride
- Provides one additional morning trip and one additional afternoon trip for Murfreesboro



86X On-board Survey Results



- Most customers report riding only a few days a week
- Many requested additional trip time options

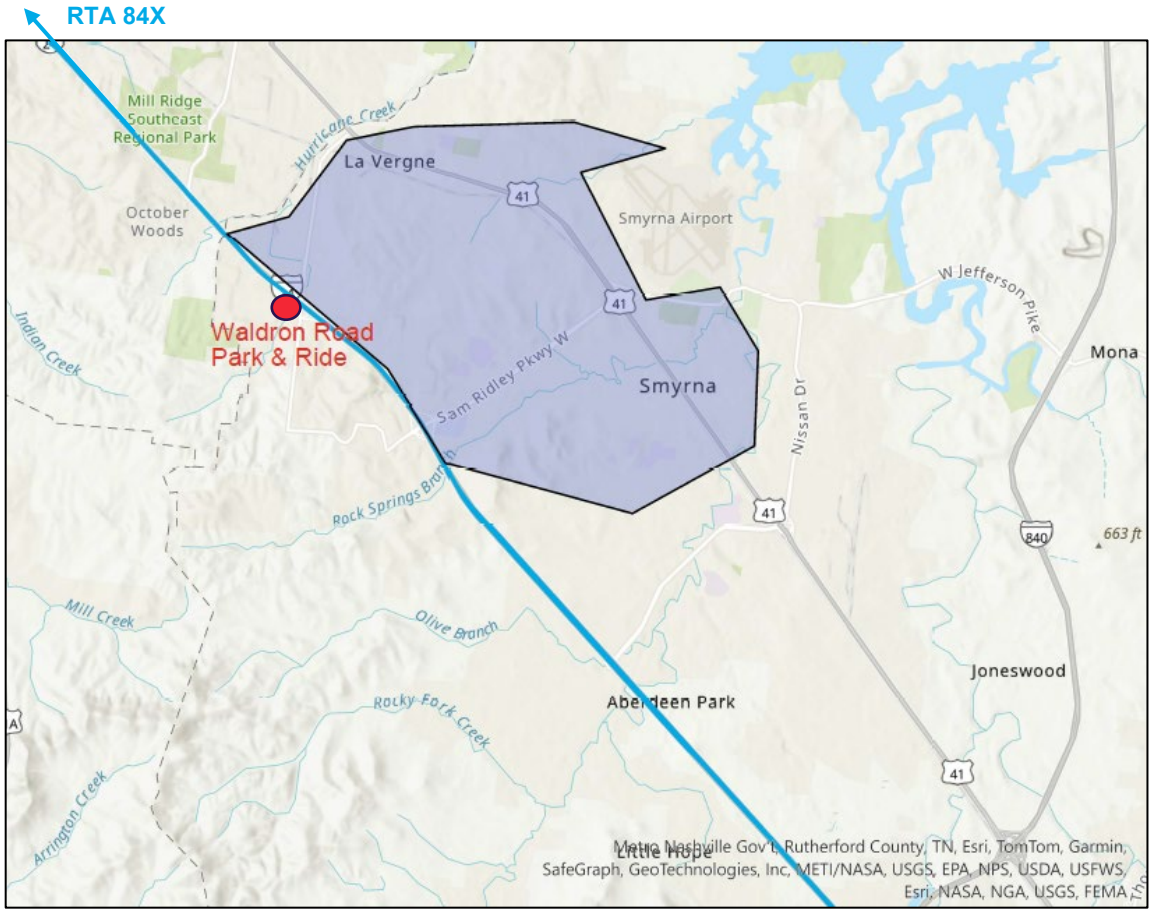


MTA WeGo Link Program



- Discounted Uber trips within a zone using a reusable voucher in the Uber app
- Accessible and cash options available through taxi providers
- Must either start or end at a designated bus stop
- Customer pays first $2; WeGo pays next $8; customer pays any additional costs

RTA WeGo Link Pilot



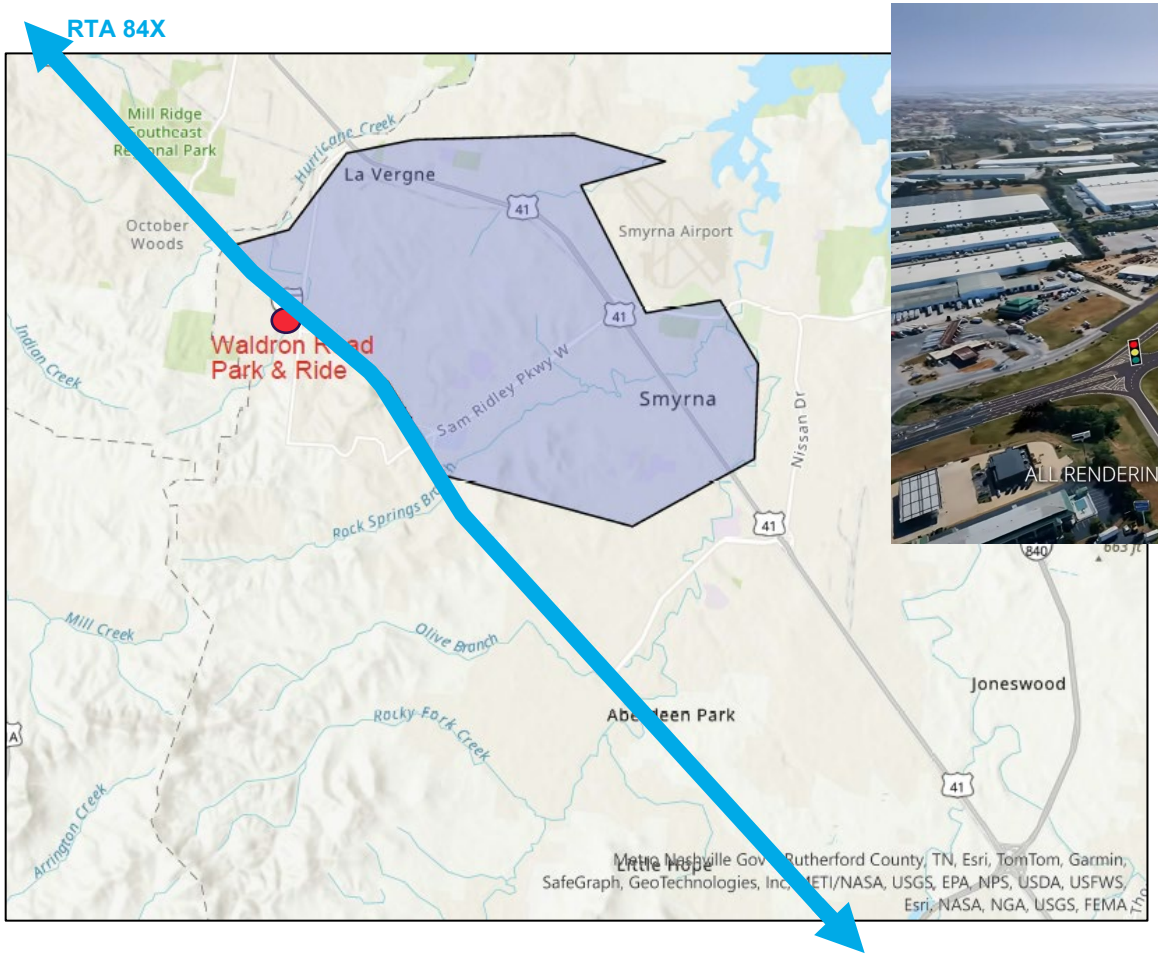
Decision Points

- Hours of operation
- Areas served
- Cost share for fares
- Program cap (if any)

Potential Challenges

- RTA contracts with providers
- Availability of Uber/cabs
- Longer trips = higher cost
- Cost depends on usage

I-24 Southeast Choice Lanes





Next Steps

Short-Term

- Determine desire for and potential structure of WeGo Link pilot
- Execute WeGo Link MOU with Smyrna and LaVergne
- Address RTA contractual needs for WeGo Link pilot
- Advance Waldron Road Park & Ride improvements
- Propose service changes to RTA Board for approval

Long-Term

- Initiate customer and public engagement/Title VI
- Market service improvements
- Communicate impacts and alternatives to affected customers
- Partner with GNRC to explore additional funding opportunities and multi-year partner MOUs
- Work with TDOT on future Choice Lanes integration



Thank You!

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 5.k.
Department: Information Systems
Date: September 8, 2026

Subject:
Approval of terms of, and authorization for the Mayor to approve, hardware and software renewal quotes to extend support for the Town's current transaction processing systems.

Fiscal Impact:
Software Contract — $199,259.90 for 8/11/2027– 8/10/2030
Hardware Contract — $74,415.88 for 2/16/2027– 2/28/2029
Total Payment - $273,675.78
To be paid from Capital Budget line item 320-41640-941

Contract Type:
Contract Renewal

Contract Term (if applicable):
Software is a 3-year renewal expiring in August 2030 — OMNIA Partners Contract
Hardware is a 2-year renewal expiring in February 2029 — Wilson County Schools Contract

Background:
In the 2026 Budget Retreat presentation, we had 2 slides dedicated to the rising cost of infrastructure hardware and a chart showing the 250% hardware price increase from January to March 2026 for our projected 2027-2028 replacement. This started near $355K and increased to $875K and was estimated at over $1.2M by the budget retreat meetings. We also discuss the challenges faced with our current platform due to the sale of the software component by the hardware provider to another firm. As an integrated platform, the hardware provider announced they would not be renewing support beyond the current contracts. Our current contracts expire in February 2027. Through significant effort and in partnership with our vendor, we have agreements from both the hardware and software vendors to provide maintenance and support through February 28, 2029. The current pricing instability is forecasted to improve starting in 2027 with stability projected in 2030. These support extensions will hopefully allow us to replace this platform at a more advantageous time.

Summary:
We are renewing licensing, maintenance and support with both the hardware and

software vendors for our current transaction processing systems through February 2029 at a cost of $273,675.78

Recommended Council Action:
Staff recommends approval of the renewal quotes.

Attachments:
1. Software Agreement
2. Hardware Agreement

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.a.
Department: Finance
Date: September 8, 2026

Subject:
PUBLIC HEARING: Consideration of an Ordinance amending the Fee Schedule approved by Ordinance #26-26 regarding the adoption of certain new fees relative to the Planning Department, pursuant to House Bill 0375 / Senate Bill 0988 and Ordinance #26-33.

Fiscal Impact:
Unknown

Contract Type:

Contract Term (if applicable):

Background:
HB 0375 / SB 0988 requires local governments to analyze and justify development fees.
Town of Smyrna Ordinance #26-33 adopted an additional fee relevant to Mobile Food Trucks.

Additional information on HB 0375 / SB 0988 can be found here:
HB 0375 / SB 0988
Policy Guide for Local Governments: Compliance with Public Chapter No. 140
(attached)

Summary:
The Town of Smyrna Planning Department completed the extensive fee study required by HB 0375 / SB 0988. It was determined that several fees currently exceeded the actual cost. Although the Town is not required to lower these fees, staff recommends adjusting the fee amount to reflect actual labor costs. Pages 4 and 5 of the attached Fee Table Justification document provide additional information for these changes. Both the Final Plat and Preliminary Plat Subdivision fees are now a flat fee; the "per lot" portion will be removed.

Ordinance #26-33, approved at the July Council Meeting, established the Property

Owner 30-Day Mobile Food Vendor Permit.

Recommended Council Action:
Staff recommends approval of the amendment to the Fee Schedule.

Attachments:

1. Ordinance #26-37
2. FY27 Planning Fee Schedule - Updated
3. Fee Table with Justifications
4. Policy Guideline For Compliance with Public Chapter No. 140
5. 26-33 Approved Ordinance-Muni Zoning Mobile Food Vendors

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-37

AN ORDINANCE amending the fee schedule approved by Ordinance No. 26-26, in adopting the 2026-2027 Fiscal Year Budget, regarding the adoption of certain new fees relative to the Planning Department.

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(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

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

Section 1. That the fee schedule approved by Ordinance No. 26-26, be, and hereby is amended as indicated in Exhibit "A" and 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

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

	2025 - 2026	2026 - 2027	CHANGES
PLANNING DEPARTMENT			
► Annexation/Rezoning Request			
• Annexation Request	$500.00	$1,000.00	$500.00
• Application Fee for Rezoning of non-PUD districts	$500.00	$750.00	$250.00
• Application Fee for Rezoning of PUD districts (initial or amended)	$800.00	$1,000.00	$200.00
► Boards of Zoning Appeals			-
• Appeal/Spec Exceptions	$300.00	$300.00	-
• Variance	$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	-
◘ *Office (Unit: 1,000 Sq Ft)*			-
○ Assessed Fee	$986.00	$986.00	-
○ Maximum Fee Per Unit	$986.00	$986.00	-

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

	2025 - 2026	2026 - 2027	CHANGES
◘ *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	-
◘ *Office (Unit: 1,000 Sq Ft)*			-
○ Assessed Fee	$5,746.00	$5,746.00	-
○ Maximum Fee Per Unit	$5,746.00	$5,746.00	-

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

	2025 - 2026	2026 - 2027	CHANGES
◘ *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	-
► Temporary Food & Retail Permits			-
• Food Permits			-
◘ *Food Truck Rally Permit*	$300.00	$300.00	-
◘ *Mobile Food Vendor Annual Permit*	$200.00	$0.00	($200.00)
◘ *Mobile Food Vendor 30-Day Permit*	$0.00	$100.00	$100.00
◘ *Mobile Food Vendor Daily Permit*	$50.00	$50.00	-
◘ *Property Owner 30-Day Mobile Food Vendor Permit Fee*	$0.00	$100.00	$100.00
• Retail Permits			-
◘ *Property Owner Annual Temporary Retail Permit Fee**	$0.00	$200.00	$200.00
**Individual vendors will need to see the Treasury Dept for a Transient*			-
Vendor License			-
► Plan/Plat Review Fees			-
• Concept Plan	$150.00	$250.00	$100.00
• Final Plat	$200 + $50/Lot	$500.00	+$300, -$50/Lot
• Preliminary Plat Subdivision	$400 + $75/Lot	$600.00	+$200, -$75/Lot
• Site Plan	$500.00	$600.00	$100.00
• Sketch Plat	$150.00	$250.00	$100.00

Town of Smyrna Fee Schedule
for
2026 - 2027 Budget Year

	2025 - 2026	2026 - 2027	CHANGES
► 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	-

Annexation - *Planning Department*

Annexation request fees are used to cover all costs incurred by the Town to process the application including staff hours reviewing the request, public notices, meetings attended by staff and agenda management.

Item	Associated Cost
Staff Plan Review	$573.74
Meeting Staff	$337.58
Signage	$482.28
Legal Notices	$169.25
Mailing Notices	$20
Agenda Management Software	$16.40
Town Incurred Cost	**$1,599.25**
Current Fee Charged for Service	**$1,000**

Fee Justification

- **Staff Plan Review**: To ensure a comprehensive review, staff facilitates two interdepartmental meetings for every Planning Commission cycle. These sessions, each lasting between 90 minutes and two hours, serve as a forum for all relevant departments to provide feedback on the plans reviewed. The Office Coordinator documents these collective comments into a single consolidated list for the applicants. Following these sessions, Planning staff performs a secondary, in-depth review to refine all comments. Additionally, Planning staff is responsible for the preparation of all essential Planning Commission materials, including agendas, minutes, GIS maps, bond reports, plans of service, and project specific staff reports.
- **Meeting Staff**: The meeting staff are members who regularly attend Planning Commission meetings to support the Planning Commission by providing technical responses to questions asked. Key departamental personnel in attendance include Public Works, Utilities, Codes, Fire, and Planning. To meet legal and public-access, meetings are also attended by legal counsel and a media coordinator, who facilitates the broadcast of proceedings via the local cable network and social media channels.
- **Signage**: In accordance with Tennessee House Bill 2425 / Senate Bill 2422, the Town adheres to strict public notice requirements for all applicable annexation requests. This involves the installation of a minimum of three large-format signs (3' x 2') positioned at least five feet above the ground for maximum visibility. To ensure durability and stability, each sign is laminated and secured using two T-posts. Due to the scale of the materials and the manual labor required for secure site placement, two staff members are used for installation.
- **Legal Notices**: In accordance with the Tennessee Open Meetings Act, TCA 8-44-103, the Town is required to provide adequate public notice of all regular and special meetings. This is the cost associated with publishing a notice of meeting dates. In addition, pursuant to Tennessee House Bill 2425 / Senate Bill 2422, legal notices are required to be published in general circulation advertising the public hearing.
- **Mailing Notices**: Pursuant to Tennessee House Bill 2425 / Senate Bill 2422, the Town is mandated to provide written notification via First-Class Mail to all property owners within a 200-foot radius of any parcel(s) requesting annexation. This process involves the identification of adjacent parcels, verification of current ownership and the administrative coordination of mailing to ensure legal compliance. This cost includes postage and envelopes.
- **Agenda Management Software**: The Town has a contract with a company to provide agenda management services for all boards and committees.

Rezoning; Standard - *Planning Department*

Rezoning request fees are used to cover all costs incurred by the Town to process the application including staff hours reviewing the request, public notices, meetings attended by staff and agenda management.

Item	Associated Cost
Staff Plan Review	$514.10
Meeting Staff	$337.58
Signage	$29.88
Legal Notices	$169.25
Mailing Notices	$29
Agenda Management Software	$16.40
Town Incurred Cost	**$1,096.21**
Current Fee Charged for Service	**$750**

Fee Justification

- **Staff Plan Review**: To ensure a comprehensive review, staff facilitates two interdepartmental meetings for every Planning Commission cycle. These sessions, each lasting between 90 minutes and two hours, serve as a forum for all relevant departments to provide feedback on the plans reviewed. The Office Coordinator documents these collective comments into a single consolidated list for the applicants. Following these sessions, Planning staff performs a secondary, in-depth review to refine all comments. Additionally, Planning staff is responsible for the preparation of all essential Planning Commission materials, including agendas, minutes, GIS maps, bond reports, plans of service, and project specific staff reports.
- **Meeting Staff**: The meeting staff are members who regularly attend Planning Commission meetings to support the Planning Commission by providing technical responses to questions asked. Key departamental personnel in attendance include Public Works, Utilities, Codes, Fire, and Planning. To meet legal and public-access, meetings are also attended by legal counsel and a media coordinator, who facilitates the broadcast of proceedings via the local cable network and social media channels.
- **Signage**: Staff places signage on requested property to notify the public of requests being presented for consideration.
- **Legal Notices**: In accordance with the Tennessee Open Meetings Act, TCA 8-44-103, the Town is required to provide adequate public notice of all regular and special meetings. This is the cost associated with publishing a notice of meeting dates. In addition, pursuant to Tennessee House Bill 2425 / Senate Bill 2422, legal notices are required to be published in general circulation advertising the public hearing.
- **Mailing Notices**: To keep consistent with annexation requests as required by Tennessee House Bill 2425 / Senate Bill 2422, the Town provides written notification via First-Class Mail to all property owners within a 200-foot radius of any parcel(s) requesting rezoning. This process involves the identification of adjacent parcels, verification of current ownership and the administrative coordination of mailing to ensure legal compliance. This cost includes postage and envelopes.
- **Agenda Management Software**: The Town has a contract with a company to provide agenda management services for all boards and committees.

Rezoning; Planned Development - *Planning Department*

Rezoning request fees are used to cover all costs incurred by the Town to process the application including staff hours reviewing the request, public notices, meetings attended by staff and agenda management.

Item	Associated Cost
Staff Plan Review	$693.02
Meeting Staff	$337.58
Signage	$29.88
Legal Notices	$169.25
Mailing Notices	$29
Agenda Management Software	$16.40
Town Incurred Cost	**$1,275.13**
Current Fee Charged for Service	**$1,000**

Fee Justification

- **Staff Plan Review**: To ensure a comprehensive review, staff facilitates two interdepartmental meetings for every Planning Commission cycle. These sessions, each lasting between 90 minutes and two hours, serve as a forum for all relevant departments to provide feedback on the plans reviewed. The Office Coordinator documents these collective comments into a single consolidated list for the applicants. Following these sessions, Planning staff performs a secondary, in-depth review to refine all comments. Additionally, Planning staff is responsible for the preparation of all essential Planning Commission materials, including agendas, minutes, GIS maps, bond reports, plans of service, and project specific staff reports.
- **Meeting Staff**: The meeting staff are members who regularly attend Planning Commission meetings to support the Planning Commission by providing technical responses to questions asked. Key departamental personnel in attendance include Public Works, Utilities, Codes, Fire, and Planning. To meet legal and public-access, meetings are also attended by legal counsel and a media coordinator, who facilitates the broadcast of proceedings via the local cable network and social media channels.
- **Signage**: Staff places signage on requested property to notify the public of requests being presented for consideration.
- **Legal Notices**: In accordance with the Tennessee Open Meetings Act, TCA 8-44-103, the Town is required to provide adequate public notice of all regular and special meetings. This is the cost associated with publishing a notice of meeting dates. In addition, pursuant to Tennessee House Bill 2425 / Senate Bill 2422, legal notices are required to be published in general circulation advertising the public hearing.
- **Mailing Notices**: To keep consistent with annexation requests as required by Tennessee House Bill 2425 / Senate Bill 2422, the Town provides written notification via First-Class Mail to all property owners within a 200-foot radius of any parcel(s) requesting rezoning. This process involves the identification of adjacent parcels, verification of current ownership and the administrative coordination of mailing to ensure legal compliance. This cost includes postage and envelopes.
- **Agenda Management Software**: The Town has a contract with a company to provide agenda management services for all boards and committees.

Preliminary Plat - *Planning Department*

Preliminary Plat fees are used to cover all costs incurred by the Town to process the application including staff hours reviewing the request, public notices, meetings attended by staff and agenda management.

Item	Associated Cost
Staff Plan Review	$454.49
Meeting Staff	$168.79
Legal Notices	$19.25
Agenda Management Software	$16.40
Town Incurred Cost	**$658.90**
Current Fee Charged for Service	**$600 + $75/Lot**

Fee Justification

- **Staff Plan Review**: To ensure a comprehensive review, staff facilitates two interdepartmental meetings for every Planning Commission cycle. These sessions, each lasting between 90 minutes and two hours, serve as a forum for all relevant departments to provide feedback on the plans reviewed. The Office Coordinator documents these collective comments into a single consolidated list for the applicants. Following these sessions, Planning staff performs a secondary, in-depth review to refine all comments. Additionally, Planning staff is responsible for the preparation of all essential Planning Commission materials, including agendas, minutes, GIS maps, bond reports, plans of service, and project specific staff reports.
- **Meeting Staff**: The meeting staff are members who regularly attend Planning Commission meetings to support the Planning Commission by providing technical responses to questions asked. Key departamental personnel in attendance include Public Works, Utilities, Codes, Fire, and Planning. To meet legal and public-access, meetings are also attended by legal counsel and a media coordinator, who facilitates the broadcast of proceedings via the local cable network and social media channels.
- **Legal Notices**: In accordance with the Tennessee Open Meetings Act, TCA 8-44-103, the Town is required to provide adequate public notice of all regular and special meetings. This is the cost associated with publishing a notice of meeting dates. In addition, pursuant to Tennessee House Bill 2425 / Senate Bill 2422, legal notices are required to be published in general circulation advertising the public hearing.
- **Agenda Management Software**: The Town has a contract with a company to provide agenda management services for all boards and committees.

Final Plat - *Planning Department*

Final Plat fees are used to cover all costs incurred by the Town to process the application including staff hours reviewing the request, public notices, meetings attended by staff and agenda management.

Item	Associated Cost
Staff Plan Review	$394.82
Meeting Staff	$168.79
Legal Notices	$19.25
Agenda Management Software	$16.40
Town Incurred Cost	**$599.26**
Current Fee Charged for Service	**$500 + $50/Lot**

Fee Justification

- **Staff Plan Review**: To ensure a comprehensive review, staff facilitates two interdepartmental meetings for every Planning Commission cycle. These sessions, each lasting between 90 minutes and two hours, serve as a forum for all relevant departments to provide feedback on the plans reviewed. The Office Coordinator documents these collective comments into a single consolidated list for the applicants. Following these sessions, Planning staff performs a secondary, in-depth review to refine all comments. Additionally, Planning staff is responsible for the preparation of all essential Planning Commission materials, including agendas, minutes, GIS maps, bond reports, plans of service, and project specific staff reports.
- **Meeting Staff**: The meeting staff are members who regularly attend Planning Commission meetings to support the Planning Commission by providing technical responses to questions asked. Key departamental personnel in attendance include Public Works, Utilities, Codes, Fire, and Planning. To meet legal and public-access, meetings are also attended by legal counsel and a media coordinator, who facilitates the broadcast of proceedings via the local cable network and social media channels.
- **Legal Notices**: In accordance with the Tennessee Open Meetings Act, TCA 8-44-103, the Town is required to provide adequate public notice of all regular and special meetings. This is the cost associated with publishing a notice of meeting dates. In addition, pursuant to Tennessee House Bill 2425 / Senate Bill 2422, legal notices are required to be published in general circulation advertising the public hearing.
- **Agenda Management Software**: The Town has a contract with a company to provide agenda management services for all boards and committees.

Site Plan - *Planning Department*

Site Plan fees are used to cover all costs incurred by the Town to process the application including staff hours reviewing the request, public notices, meetings attended by staff and agenda management.

Item	Associated Cost
Staff Plan Review	$494.22
Meeting Staff	$168.79
Legal Notices	$19.25
Agenda Management Software	$16.40
Town Incurred Cost	**$698.66**
Current Fee Charged for Service	**$600**

Fee Justification

- **Staff Plan Review**: To ensure a comprehensive review, staff facilitates two interdepartmental meetings for every Planning Commission cycle. These sessions, each lasting between 90 minutes and two hours, serve as a forum for all relevant departments to provide feedback on the plans reviewed. The Office Coordinator documents these collective comments into a single consolidated list for the applicants. Following these sessions, Planning staff performs a secondary, in-depth review to refine all comments. Additionally, Planning staff is responsible for the preparation of all essential Planning Commission materials, including agendas, minutes, GIS maps, bond reports, plans of service, and project specific staff reports.
- **Meeting Staff**: The meeting staff are members who regularly attend Planning Commission meetings to support the Planning Commission by providing technical responses to questions asked. Key departamental personnel in attendance include Public Works, Utilities, Codes, Fire, and Planning. To meet legal and public-access, meetings are also attended by legal counsel and a media coordinator, who facilitates the broadcast of proceedings via the local cable network and social media channels.
- **Legal Notices**: In accordance with the Tennessee Open Meetings Act, TCA 8-44-103, the Town is required to provide adequate public notice of all regular and special meetings. This is the cost associated with publishing a notice of meeting dates. In addition, pursuant to Tennessee House Bill 2425 / Senate Bill 2422, legal notices are required to be published in general circulation advertising the public hearing.
- **Agenda Management Software**: The Town has a contract with a company to provide agenda management services for all boards and committees.

Board of Zoning Appeals - *Planning Department*

Board of Zoning Appeals fees are used to cover all costs incurred by the Town to process the application including staff hours reviewing the request, public notices, meetings attended by staff and agenda management.

Item	Associated Cost
Staff Preparation	$341.85
Meeting Staff	$177.68
Signage	$10
Legal Notices	$19.25
Agenda Management Software	$82.03
Town Incurred Cost	**$630.81**
Current Fee Charged for Service	**$300**

Fee Justification

- **Staff Preparation**: Staff receives an application and creates a detailed staff report that serves as the foundation for the Board of Zoning Appeals' decision making. This process invovles analysis of the Town ordinances as it applies to the specific request, ensuring each request is evaluated for regulatory compliance. A critial role played by staff involves the identification of potential alternatives that may better align with the intent of the ordinance while still meeting the applicant's goal. This report provides the Board with details from which to make an informed decision. Furthermore, staff also creates an agenda, minutes, and packet through the agenda management software. In preparation, staff also performs several site vists to post signage and gather photographs. These photographs are used in a slideshow that are presented during the meeting to help provide a visual understanding of the property and request being presented.
- **Meeting Staff**: The meeting staff are members who regularly attend Board of Zoning Appeals meetings to support the Board by providing technical responses to questions asked. Key departamental personnel in attendance include Codes and Planning. To meet legal and public-access, meetings are also attended by legal counsel and a media coordinator, who facilitates the broadcast of proceedings via the local cable network and social media channels.
- **Signage**: Staff places signage on requested property to notify the public of requests being presented for consideration.
- **Legal Notices**: In accordance with the Tennessee Open Meetings Act, TCA 8-44-103, the Town is required to provide adequate public notice of all regular and special meetings. This is the cost associated with publishing a notice of meeting dates. In addition, pursuant to Tennessee House Bill 2425 / Senate Bill 2422, legal notices are required to be published in general circulation advertising the public hearing.
- **Agenda Management Software**: The Town has a contract with a company to provide agenda management services for all boards and committees.

Grading Permit - *Public Works Department*

Grading Permit fees are used to cover all costs incurred by the Town to process the application including staff hours reviewing the request, meetings with applicant and inspections throughout the life of a project.

Item	Associated Cost
Staff Plan Review	$334.88
Pre-Construction	$167.44
Inspections	$3,432.52
Bond	$41.86
Town Incurred Cost	**$3,976.70**
Current Fee Charged for Service	**$200 + (100 x Acres Rounded to Nearest Hundreth)**

Fee Justification

- **Grading Permit Review**: To ensure a comprehensive review, staff facilitates independent evaluations. These evaluations last a varied amount of time based on the size and complexity of the project, if there is a floodplain onsite, water ways onsite, sinkholes onsite, etc. Also the number of subsequent reviews based on responses to comments varies depending on quality of submittal. The Storm Water Coordinator documents these collective comments into a single consolidated list for the applicants. Additionally, staff is responsible for the preparation of the Grading Permit Package.
- **Pre-Construction:** Staff initiates the pre-construction phase by securing a finalized, approved set of plans and coordinating the submittal of all required technical documentation with the applicant. A primary focus during this stage is the on-site inspection of initial Erosion Prevention and Sediment Control (EPSC) measures; staff may conduct multiple follow-up inspections to ensure full regulatory compliance. Once EPSC measures are formally approved, staff facilitates a pre-construction meeting to establish the project timeline and define all specific stormwater management requirements.
- **Inspections:** Throughout the duration of a project, Town inspectors conduct bi-weekly site assessments to monitor erosion control measures, identify technical deficiencies, and mandate necessary modifications. Depending on the development's scope, staff may also perform lot-by-lot inspections to ensure site stability. Developers are required to coordinate with staff for milestones of development, including initial erosion control verification, final lot grading, and sidewalk compliance. Furthermore, staff performs roadway inspections and verifies all stormwater infrastructure prior to burial to ensure long-term structural integrity. A comprehensive final inspection is required before a Certificate of Occupancy is issued, ensuring all Town standards have been met.
- **Bond:** Staff conducts a verification process of all stormwater systems—whether located within dedicated easements or on private property. This process confirms that all infrastructure is installed precisely according to the approved engineering plans and is fully operational as designed. Additionally, staff performs final inspections of all sidewalks and roadways as a prerequisite for bond adjustment or release, ensuring these public assets meet all quality and safety standards.

Building Permit - *Codes Department*

Building Permit fees are used to cover all costs incurred by the Town to process the application including staff hours reviewing the request, collecting required applicant information, fielding questions and inspections throughout the life of a project.

Item	Associated Cost
Administration Staff Review Office Coordinator & Admin. Asst.	$147
Administrative Staff Review Building Official	$39.65
Inspections	$2,402.40
Town Incurred Cost	**$2,589.05**
Current Fee Charged for Service	**$0.45 per Square Foot**

Fee Justification

- **Administrative Staff Review - Office Coordinator & Administrative Assistant**: The application for a permit is received by the permits office and reviewed for compliance which includes an appropriate site plan and contact information. The permit is then forwarded to the codes official who checks for compliance with zoning regulations, approved plats, eagleview, or actual site visits. The permit is then prepared for permitting by compiling contractor licensing, workers comp, floodplain review, business license, school facilities tax, etc. Any of these processes may involve multiple back and forth with numerous people.
- **Administrative Staff Review - Building Official:** Inspecion requests are received and reviewed for compliance by administrative staff and then assigned to the inspectors area. Administrative staff also fields questions and inquiries regarding these inspections. After the project is completed, the administrative staff will complete the closeout of the project and issue the Certificate of Occupancy to the permit holder.
- **Inspections:** Once the building inspection is assigned, the inspector completes the inspection and enters it into Respond to notify the permit holder the status of the inspection. Typical inspections include: footing, plumbing in slab, slab, framing, r/i plumbing and mechanical, insulation, and final inspections.

Plan Review - *Codes Department*

Plan Review fees are used to cover all costs incurred by the Town to process the application including staff hours reviewing the request, collecting required applicant information, fielding questions.

Item	Associated Cost
Building Codes Office Coordinator & Admin. Asst.	$73.50
Building Codes Building Official	$317.24
Utilities Department	$321.50
Fire Department	$96.84
Planning Department	$49.70
Town Incurred Cost	**$858.78**
Current Fee Charged for Service	**$0.225 per Square Foot; up to $5,000**

Fee Justification

- **Plan Review**: The application for a plan review is received by the permits office and reviewed for compliance which includes an appropriate site plan and contact information. The plan review is then forwarded to the codes official, zoning, public works, utilities, and fire department for individual review. Each department checks their particular area initiating contact with the applicant to resolve issues. Once all items have been resolved, the administrative staff will ensure that all fees are collected (plan review, tap fees). The permit is then prepared for permitting by compiling contractor licensing, workers comp, floodplain review, business license, school facilities tax, development fees, etc. Any of these processes may involve multiple back and forth with numerous people.

Temporary Certificate of Occupancy - *Codes Department*

Temporary C.O. fees are used to cover all costs incurred by the Town to process the request including staff hours reviewing the request, collecting required applicant information and fielding questions.

Item	Associated Cost
Building Codes Office Coordinator & Admin. Asst.	$18.38
Building Codes Building Official	$475.86
Town Incurred Cost	**$494.24**
Current Fee Charged for Service	**$400**

Fee Justification

- **Temporary Certificate of Occupancy Issuance**: The TCO application for a plan review is received by the building offiical; reviewed for compliance. The building official will then confirm with zoning, public works, utilities, and fire department for individual review and compile a list of pending issues. The TCO is issued by the building official.

Electric Permit; Single & Multi-Family Over 1,000 Amps - *Codes Department*

Electric Permit fees are used to cover all costs incurred by the Town to process the request including staff hours reviewing the request, collecting required applicant information, fielding questions and conducting inspections.

Item	Associated Cost
Building Codes Office Coordinator & Admin. Asst.	$110.25
Building Codes Electrical Inspector	$246.90
Town Incurred Cost	**$357.15**
Current Fee Charged for Service	**$400**

Fee Justification

- **Office Coordinator & Administrative Assistant**: The application for a permit is received by the permits office and reviewed for compliance and then is prepared for permitting.
- **Electrical Inspector**
  - Inspection requests are received and reviewed for compliance by administrative staff and then assigned to the inspectors area. Administrative staff also fields questions and inquiries regarding these inspections. After the project is completed the administrative staff will complete the closeout of the project.
  - Once the electrical inspection is assigned, the inspector completes the inspection and enters it into Respond to notify the permit holder the status of the inspection. Typical inspections include: temp pole, rough in, service release, ditch, and final inspections. Because of the scope of these inspections, these are usually broken down into several different inspections at each level.

Electric Permit; Non-Residential Over 1,000 Amps - *Codes Department*

Electric Permit fees are used to cover all costs incurred by the Town to process the request including staff hours reviewing the request, collecting required applicant information, fielding questions and conducting inspections.

Item	Associated Cost
Building Codes Office Coordinator & Admin. Asst.	$73.50
Building Codes Electrical Inspector	$246.90
Town Incurred Cost	**$320.40**
Current Fee Charged for Service	**$300**

Fee Justification

- **Office Coordinator & Administrative Assistant**: The application for a permit is received by the permits office and reviewed for compliance and then is prepared for permitting.
- **Electrical Inspector**
  - Inspection requests are received and reviewed for compliance by administrative staff and then assigned to the inspectors area. Administrative staff also field questions and inquires regarding these inspections. After the project is completed, the administrative staff will complete the closeout of the project.
  - Once the electrical inspection is assigned, the inspector completes the inspection and enters it into Respond to notify the permit holder the status of the inspection. Typical inspections include: temp pole, rough in, service release, ditch, and final inspections. Because of the scope of these inspections, these are usually broken down into several different inspections at each level.

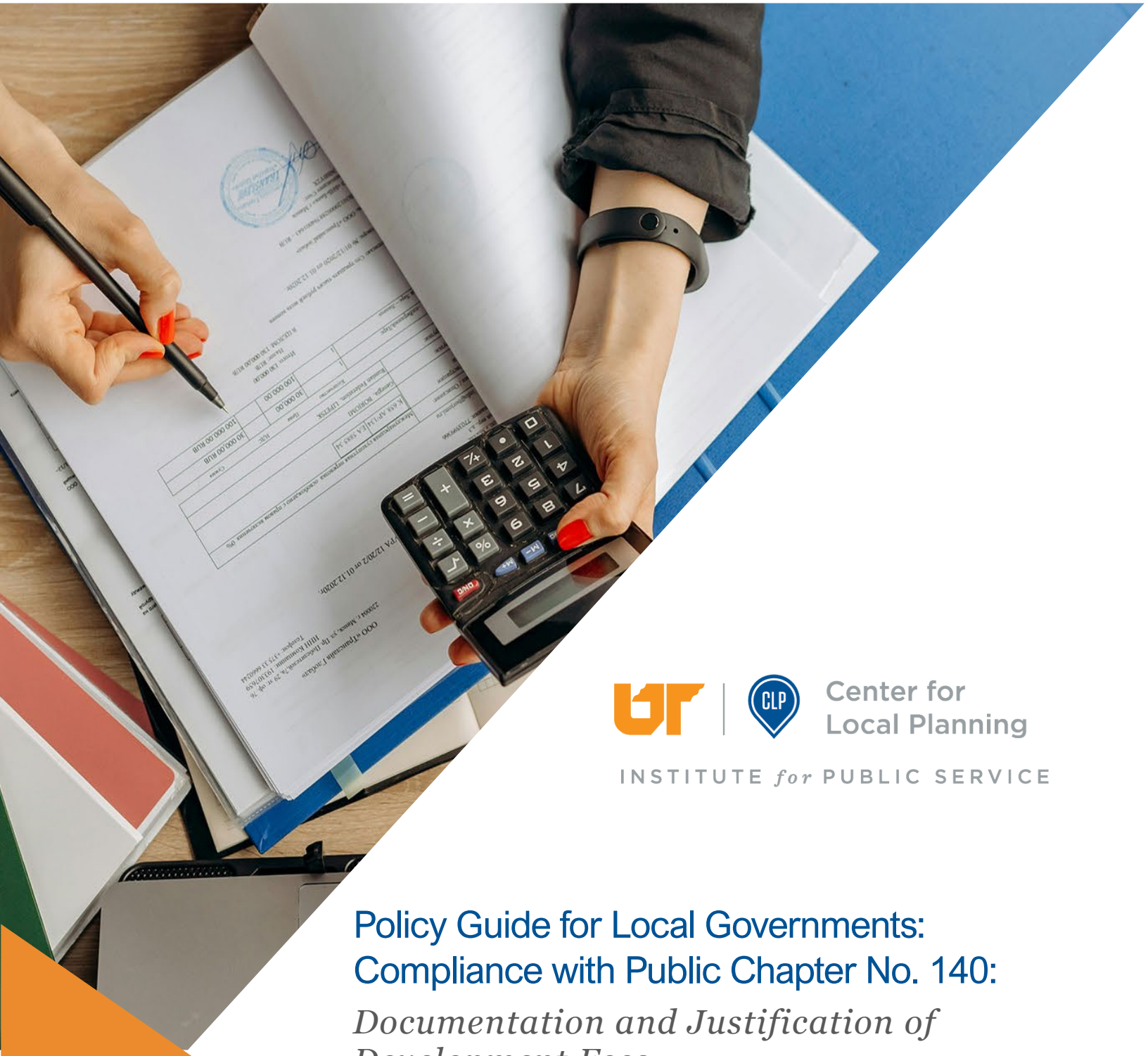
Electric Permit; Temporary Pole Over 1,000 Amps - *Codes Department*

Electric Permit fees are used to cover all costs incurred by the Town to process the request including staff hours reviewing the request, collecting required applicant information, fielding questions and conducting inspections.

Item	Associated Cost
Building Codes Office Coordinator & Admin. Asst.	$36.75
Building Codes Electrical Inspector	$164.60
Town Incurred Cost	**$201.35**
Current Fee Charged for Service	**$350**

Fee Justification

- **Office Coordinator & Administrative Assistant**: The application for a permit is received by the permits office and reviewed for compliance and then is prepared for permitting.
- **Electrical Inspector**
  - Inspection requests are received and reviewed for compliance by administrative staff and then assigned to the inspectors area. Administrative staff also field questions and inquires regarding these inspections. After the project is completed the administrative staff will complete the closeout of the project.
  - Once the electrical inspection is assigned, the inspector completes the inspection and enters it into Respond to notify the permit holder the status of the inspection. Because of the scope of these inspections, these are usually broken down into several different inspections at each level.



Center for Local Planning

INSTITUTE *for* PUBLIC SERVICE

Policy Guide for Local Governments: Compliance with Public Chapter No. 140:

Documentation and Justification of Development Fees

February 2026

Background

On April 3, 2025, Governor Bill Lee signed Public Chapter No. 140 into law. This Act amended Titles 5, 6, and 7 of the Tennessee Code by imposing new requirements related to development related fees assessed by local governments. The purpose of this new law is to ensure transparency, accountability, and consistency in how Tennessee's counties, cities, and metropolitan governments assess and document development-related fees. Public Chapter 140 continues the General Assembly's recent focus on ensuring that local governments comply with rational nexus and rough proportionality requirements established by the U.S. Supreme Court, which are commonly referred to as the "Nollan/Dolan test."

Applicability

These new requirements apply to all local government departments, agencies, and officials that assess or collect fees related to development whenever those fees exceed $250. Development is defined by the statute as "*Any construction, building, or improvement to land or infrastructure supporting new structures.*"

Such development fees may include charges applied by local governments related to site plan, construction plan, and subdivision plat review, rezoning applications, conditional use permits, variances, building permits, inspection fees, land disturbance permits and numerous others. Utility connection fees are not included within the scope of the Act and must continue to satisfy existing requirements found at TCA § 65-5-401 and 402.

Effect

It is important to note that Public Chapter 140 does not mandate fees to be set at any particular level, and it does not establish any requirements related to excessive or inadequate fees. Instead, the statute only requires one-time public documentation, analysis and justification of development related fees. Upon satisfying the requirements of the statute, no additional action is required by the local government until such time as an existing fee is adjusted or a new one is imposed, at which time it must be justified and studied again. Public Chapter 140 will thereby ensure transparency and will assist local governments in satisfying rational nexus and rough proportionality tests.

It should be noted that local governments which maintain fees at an excessive level or that fail to provide reasonably adequate justification may be open to legal challenge. Alternatively, local governments that set development fees at a level they determine to be too low may consider adjusting them to recover expenses associated with the time intensive development review process.

Key Statutory Requirements

- For any development-related fee over $250, local governments must create and maintain documentation that includes:
    - A justification of the fee, clarifying why it is necessary.
    - The rationale for the amount charged, providing a cost basis for how the fee relates to costs incurred by the local government.
- All documentation must be kept on file by the relevant department and must be treated as a public record under the Tennessee Public Records Act.
- All information produced and maintained by the local government pursuant to this new law is subject to annual audit by the Tennessee Comptroller of the Treasury.
- The local government need not provide a new cost basis calculation each time the fee is collected. The statute only requires that the basis for the fee be provided and maintained by the local government, and that it be made available upon request.

Effective Date

The statute establishes an effective date of July 1, 2026. To ensure compliance with the statute, local governments should review all applicable fees and prepare supporting justification and cost basis in advance of the effective date.

Recommended Best Practices

1. Conduct a Comprehensive Fee Review: Local governments should undertake a comprehensive review of all development related fees that they charge and should compile them into one publicly accessible document.

2. Take a Broad View of the Statute's Intent: Local governments should take a broad view of the spirit and intent of the statute. Many fees charged by local governments are variable and may depend on the number of lots on a plat, the square footage contained within a site plan, or the overall acreage under development. For example, for a preliminary plat review, a local government may assess a base fee of $200, with an additional $50 charged per lot. As such a fee would routinely exceed the $250 threshold, the local government should provide a justification and analysis for it in accordance with Public Chapter 140.

3. Fees Established by Statute: Development related fees or taxes established by statute, such as adequate facilities taxes, need not be re-justified or re-examined. However, relevant enabling statutes and other policy documents should be maintained and made available for public review to meet Public Chapter 140's intent. Other items, such as impact fees, which have been established following a detailed study, need not be restudied, provided that supporting information produced as part of the fee's implementation remains current and is made available to the public.

4. Treat Compliance as an Opportunity to Improve: Local governments should treat Public Chapter 140 as an opportunity to learn more about the reasonableness, and in some cases the adequacy, of the development fees they charge. When fees are determined to be set too high, the local government should adjust them to correspond to actual costs. However, some local governments may learn that the fees they charge do not approach actual costs incurred in terms of staff time spent on plans review and inspections.

5. Establish a Reasonable and Defensible Cost Basis: List the staff positions and compensated boards that are typically involved in the development review and inspection process along with their total compensation, including their salary and benefits, as well as a defined overhead cost allocation. Determine what a typical review process for each application type might entail in terms of staff hours and individualized tasks. Consult with individual employees to ensure a full understanding of their role in the process. Additional costs for other required personnel involved in the review process should also be considered, such as compensated members of Planning Commissions, Boards of Zoning Appeals, Road Commissions, and others. Also often overlooked are the resources devoted to the development review process provided by government appointed attorneys, personnel within the offices of city managers and administrators, legislative body

members, etc. Finally, if the costs for any required advertisement of development-related applications such as rezonings and variances are borne by the local government, those should be considered as well.

6. Indexing for Inflation: The costs related to development review tend to increase over time due to inflationary pressures. However, development fee schedules are not regularly revisited by most local governments, and often remain fixed for years, and sometimes even decades, at a time. While not required by Public Chapter 140, local governments may wish to consider indexing development fees to an inflation barometer such as the Consumer Price Index to ensure that revenues remain comparable to costs over the longer term. Doing so would help ensure that fees charged more closely correspond to expenses incurred, but may require annual adjustments by the governing body, **and would also require that records maintained pursuant to Public Chapter 140 be updated each year**.

7. Coordinate with Finance Team: The documents required by Public Chapter 140 are subject to audit and review by the state comptroller. As such, it is important for the local government's finance department to play an integral role in accomplishing these required tasks. Departments involved in the development process should coordinate with their local government's finance team in studying the overall costs of their department.

8. Publish Information: Once the required information is compiled by the local government, it should be published and made available to the public for review. Again, the local government is not required to create a new set of cost basis calculations for each application received, but the information required by the statute must be made available as a public record per state open records law.

9. Keep Information Current: Any time the governing body adopts a new development related fee or adjusts an existing fee, the fee must be justified and its cost basis analyzed. This information should be kept in an updated overall spreadsheet or other database for ease of access and public distribution.

Conclusion

Public Chapter 140 imposes a new responsibility on local governments that will entail a degree of additional administrative analysis and record keeping. Its effect will be one of greater transparency and will likely result in local governments and the development community obtaining a better understanding of the tasks and costs associated with the development review process within their jurisdiction. The University of Tennessee Institute for Public Service stands ready to provide advice to local governments as they work to comply with these new statutory requirements.

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-33

AN ORDINANCE relative to the amendment of Town of Smyrna Municipal Zoning Ordinance to amend Article IV, Section 4.030.G regarding mobile food vendors.

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

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

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

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

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

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

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

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

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

Section 1. That the Town of Smyrna Municipal Zoning Ordinance, Article IV, Section 4.030.G, regarding mobile food vendors, 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 9th day of June, 2026.

PASSED on second reading by the Town Council the 14th day of July, 2026.

TOWN OF SMYRNA, TENNESSEE

MARY ESTHER REED, Mayor

ATTEST:

AMBER HOBBS, Town Clerk

Mobile Food Vendors

This amendment seeks to modify the existing Mobile Food Vendor regulations within the Municipal Zoning Ordinance to align with discussion resulting from the quarterly joint Town Council and Planning Commission meetings. Mobile food vendors, under the present Ordinance, may sell from any property zoned C-2 or C-3 provided they leave the site nightly and do not conduct sales from any one location for more than 40 days per calendar year. Permits are also issued on a calendar year basis to the mobile food vendors.

This proposed Ordinance would make several modifications:

- Locations of Sales: Sales would be restricted to the C-2 district only, a removal of the option for sales to be conducted in the C-3 district due to lot size constraints.
- Permitting: The annual permit would be replaced by a 30 day permit. Mobile food vendors may operate all year, provided they maintain a valid and current permit. Permits are valid for one location.
- Overnight: The requirement of vendors to leave the premises nightly would be removed. Vendors may occupy one location during the extent of their 30 day permit provided all codes and safety requirements are met.
- Property Owner Permits: Similar to the transient vendor ordinance, property owners in C-2 zones must obtain a separate Property Owner Permit to host mobile food vendors, which will be required prior to any sales or display conducted on site.
- Limits: No single property owner may host a mobile food vendor for more than 90 days per calendar year.
- Enforcement: Any violation of the Zoning Ordinance or Municipal Code by a vendor may result in a citation issued to the property owner.

The proposed text to be removed is red and struck-through with new language highlighted in yellow.

4.030 Temporary Use Regulations.

G. Mobile Food Vendors

1. Definitions.

o. Property Owner permit means a permit issued by the Town to a property owner authorizing use of their real property for the operation, display, or sales activities of a mobile food vendor.

4.030 Temporary Use Regulations.

G. Mobile Food Vendors

3. Locations and Hours of Operation.

(2) Private nonresidential property. A food truck with a current mobile food vendor permit may operate on private property within the C-2 ~~and C-3~~ district~~s~~ subject to the following additional requirements:

a. Written permission from the property owner is obtained, which shall be made available immediately to the Town upon request.

b. A food truck may not operate on an unimproved parcel.
c. No more than two food trucks may operate at any location unless a food truck rally permit has been issued.
d. Hours of operation. In the C-2 ~~and C-3~~ district~~s~~, food trucks may operate utilizing the same hours as the business on site, unless such business is open 24 hours per day, in which case the food truck may operate from 7 AM to 9 PM unless otherwise restricted further by the property owner. The Town may permit extended hours of operation for a food truck rally.
e. A food truck may operate on a singular ~~particular~~ parcel for no more than ~~40~~ 90 days in any calendar year~~.~~ to be permitted in 30 consecutive calendar day increments.
f. A food truck must have parking available on site.
g. ~~A food truck must leave the site at the end of each day with all trash and debris removed.~~ A food truck may remain on the property overnight, provided all trash and debris are removed daily and the vehicle remains in compliance with all applicable codes at all times.
h. The Town reserves the right to revoke permits for the remainder of the calendar year if a mobile food vendor or property owner receives two (2) citations of Town regulations.
i. No mobile food vendors shall engage in business, sales, or display within the C-2 district until the real property owner has been issued a separate Property Owner Permit from the Town.

4.030 Temporary Use Regulations.

G. Mobile Food Vendors

5. Mobile Food Vendor Permits.

b. Application

(1) In order to obtain a mobile food vendor permit, a mobile food service vehicle operator must complete an application form provided by the Town. The application shall include the following information:

i) ~~A signed acknowledgement that the operator has read this Ordinance and will comply with all applicable requirements herein.~~ Name and physical business address of the site where sales are to be conducted during the thirty (30) day permit period.

j) ~~Any additional information required by the permit administrator.~~ A signed acknowledgement that the operator has read this Ordinance and will comply with all applicable requirements herein.

k) Any additional information required by the permit administrator.

d. All mobile food vendor permits shall expire ~~on December 31 of each year~~ thirty (30) days after permit issuance. A mobile food vendor permit may be renewed for the next ~~12 month~~ thirty (30) day period, provided that all applicable requirements are met and the permit is not currently suspended or has not been revoked within the preceding 12 months. The fee for renewal shall be the same as the application fee for a new mobile food vendor permit.

4.030 Temporary Use Regulations.

G. Mobile Food Vendors

8. Property Owner permit.

a. A Property Owner permit shall be valid for a period of not more than ninety (90) days within a one (1) calendar year period. A citation may be issued to the property owner and/or the on-site business employee for failure to comply with any Town of Smyrna Municipal Zoning Ordinance and/or Town of Smyrna Municipal Code requirements. The Property Owner permit shall be issued from the Town for a specified parcel prior to business, sales, or display of a mobile food vendor within the C-2 district.

b. Application.

(1) In order to obtain a Property Owner permit - Mobile Food Vendor, an owner of real property must complete an application form provided by the Town. The application must be completed in its entirety and shall include the following information:

a) Applicant name.
b) Applicant home address.
c) Business address.
d) E-mail address.
e) Phone number.
f) Applicant signature and date.
g) Stamp and signature of a non-expired Notary Public.

(2) Submittal of an application for a Property Owner permit - Mobile Food Vendor must be accompanied by:

a) Payment of an application fee as set forth in the fee schedule adopted by the Town Council.
b) A site plan detailing the layout of the site with parking spaces shown and the designated location for the mobile food vendor. The plan must demonstrate that adequate parking is provided for all existing on-site businesses in addition to the vendor, in accordance with the parking standards established in the Town of Smyrna Municipal Zoning Ordinance.

(3) Each owner of real property permit holder shall have an ongoing duty to provide the Town with notice of any change to any information submitted with its permit application.

c. Permits are obtained by the property owner or their authorized agent from which the sales are to be conducted. The property owner assumes all responsibility and liability for vendors meeting Zoning Ordinance or Municipal Code requirements. This permit should be conspicuously displayed in the front window of the principal structure on site.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.b.
Department: Planning
Date: September 8, 2026

Subject:
PUBLIC HEARING: Consideration of an Ordinance amending Smyrna Municipal Code Title 12, Chapter 6, relative to an amendment to the Residential Code.

Fiscal Impact:
N/A

Contract Type:

Contract Term (if applicable):

Background:
We have completed our State Audit and were advised that the Energy Code section within the Building Codes included a minor, technical error. This amendment corrects that error.

Summary:
This correction stems from the State Residential Audit. The Building Safety Department had paused these updates until we cleared our State Electrical Audit, ensuring no further modifications would be required. Verbal approval was received from the State recently.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. #26-36 Ordinance - Residential Code Modifications
2. Title 12 Residential Code - Modifications - redline

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-

AN ORDINANCE relative to the amendment of the Town of Smyrna Municipal Code, Title 12 "Building and Utility Codes", Chapter 6 “Residential Code”, Section 12-602 "Modifications”.

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(o), Town Council shall have the power to [e]stablish, open, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct, maintain, light, sprinkle and clean public highways, streets, boulevards, parkways, sidewalks, alleys, parks, public grounds, public facilities, libraries and squares, wharves, bridges, viaducts, subways, tunnels, sewers and drains within or without the corporate limits, regulate their use within or without the corporate limits, assess fees for the use of or impact upon such property and facilities, and take and appropriate property therefor under the provisions provided by the general laws of the state;

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

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

Section 1. That Town of Smyrna Municipal Code, Title 12 "Building and Utility Codes", Chapter 6 “Residential Code”, Section 12-602 “Modifications” shall be provided in the Code as appearing in Exhibit “A” attached hereto and incorporated herein by reference as if set forth at length verbatim, the health and welfare of the Town of Smyrna requiring it.

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

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

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

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

§ 12-602 MODIFICATIONS.

(1) Section R101.1 Title. Add "Town of Smyrna, TN" in place of "[name of jurisdiction]."

(2) Section R103.1 Add "Building Safety" in place of "[name of department]."

(3) Section R104.2.3.1 Flood hazard areas. Delete this section in its entirety.

(4) Section R105.2 Work exempt from permit.

- (a) Item #1. Delete 200 sq ft and replace with 100 sq ft.
- (b) Item #2 add at end of sentence add "Any fence used as a pool barrier will require a permit."
- (c) Item #10 Delete 200 sq ft and replace with 100 sq ft.
- (d) Add item #11. "Roof covering replacement where the repairs do not involve replacement of the roof deck and/or structural framing."

(5) Section R106.2.6. Design flood elevations. Delete this section in its entirety.

(6) Section R110 Certificate of Occupancy—Amend wherever Certificate of Occupancy is mentioned to read "[Certificate of Occupancy/Certificate of Completion]."

(7) Section R202 Definitions. Add "Sleeping Room: A room that contains an opaque privacy door, and a closet."

(8) "Table R301.2 Climatic and Graphic Design Criteria." Amend as follows:

Ground Snow Load 13 lb.

Wind Speed 90 sustained or 3 second wind gusts up to 115

Topographic Effects No

Special Wind Region No

Windborne debris zone No

Seismic Design B

Weathering Severe

Frost Line 12"

Termite Moderate

Winter Design Temp 14° delete this line

Ice Barrier No

Air Freezing Index 1500 or less

Flood Hazards In accordance with adopted

Mean Avg. Temp. (F) 60.8

Elevation 545

Latitude 36

(9) Table R302.1 (1) Change Minimum Fire Resistance Rating for Walls (at 0 feet) from "1 hour" to "2 hour." Eliminate footnote "b" entirely.

(10) Section R302.5.1 Opening protection. From the second sentence, delete everything after "…20 minute fire-rated doors."

(11) Add new Section R318.1.1: Section R318.1.1 Access from sleeping rooms. "Sleeping Rooms shall not constitute the only means of access to other sleeping rooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces."

(12) Section R309 Automatic fire sprinkler systems. Delete this section in its entirety.

(13) Section R306.2 Flood resistance construction. Delete this section in its entirety.

(14) Section N1102.5.1.2 (R402.5.1~~l~~.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC.

(15) Section N1103.3.7(R403.3.7) Duct Testing (Mandatory) and Section N1103.3.8 (R403.3.8) Duct Leakage (Prescriptive) are optional.

(16) Table N1102.1.2(R402.1.2) ~~Equivalent U-Factors~~ Maximum Assembly U-Factors and Fenestration Requirements and N1102.1.3 (R402.1.3) – Insulation Minimum R-Values and Fenestration Requirements by Component from 2024 IRC are replaced with Table N1102.1 (R402.1.1) Insulation and Fenestration Requirements by Component and Table N1~~l~~102.1.2 (R402.1.3) Equivalent U-Factor from 2009 IRC.

(17) Section N1102.1.6 (R402.1.6) Rooms Containing Fuel-Burning Appliances is deleted in its entirety.

(18) Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "1": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used."

(19) Section M1305.1.2 shall be modified by adding the following at the end of the first paragraph: Whenever mechanical equipment or appliances are located in an attic or any other readily accessible area, access such as pull downstairs or permanent stairs shall be installed to ensure access for periodic inspection, maintenance, service, or repair. The access shall be no less than that area required for the removal of the largest appliance and shall be in a hallway or other readily accessible location. A 30-inch minimum unobstructed headroom in the attic space shall be provided at some point above the access opening.

(20) Section P2603.5.1 Sewer depth. Delete "[NUMBER]" in both places and replace with "12."

(21) Section P2902.5.3 Lawn irrigation systems. In the first sentence delete the words "an atmospheric-type vacuum breaker, a pressure type vacuum breaker or."

(22) Appendix AA is adopted (Board of Appeals).

(23) Appendix BF: Patio Covers is adopted.

(Ord. No. 26-13, § 1(Exh. A), 3-10-2026)

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.a.1.
Department: Planning
Date: September 8, 2026

Subject:
Consideration of an Ordinance relative to the amendment of an existing PUD located on Tax Map 28F, Group A, Parcels 29.01 and 47.08 owned by Licia Burkett containing 23 acres. The properties requested are located at 729 Rock Springs Road.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

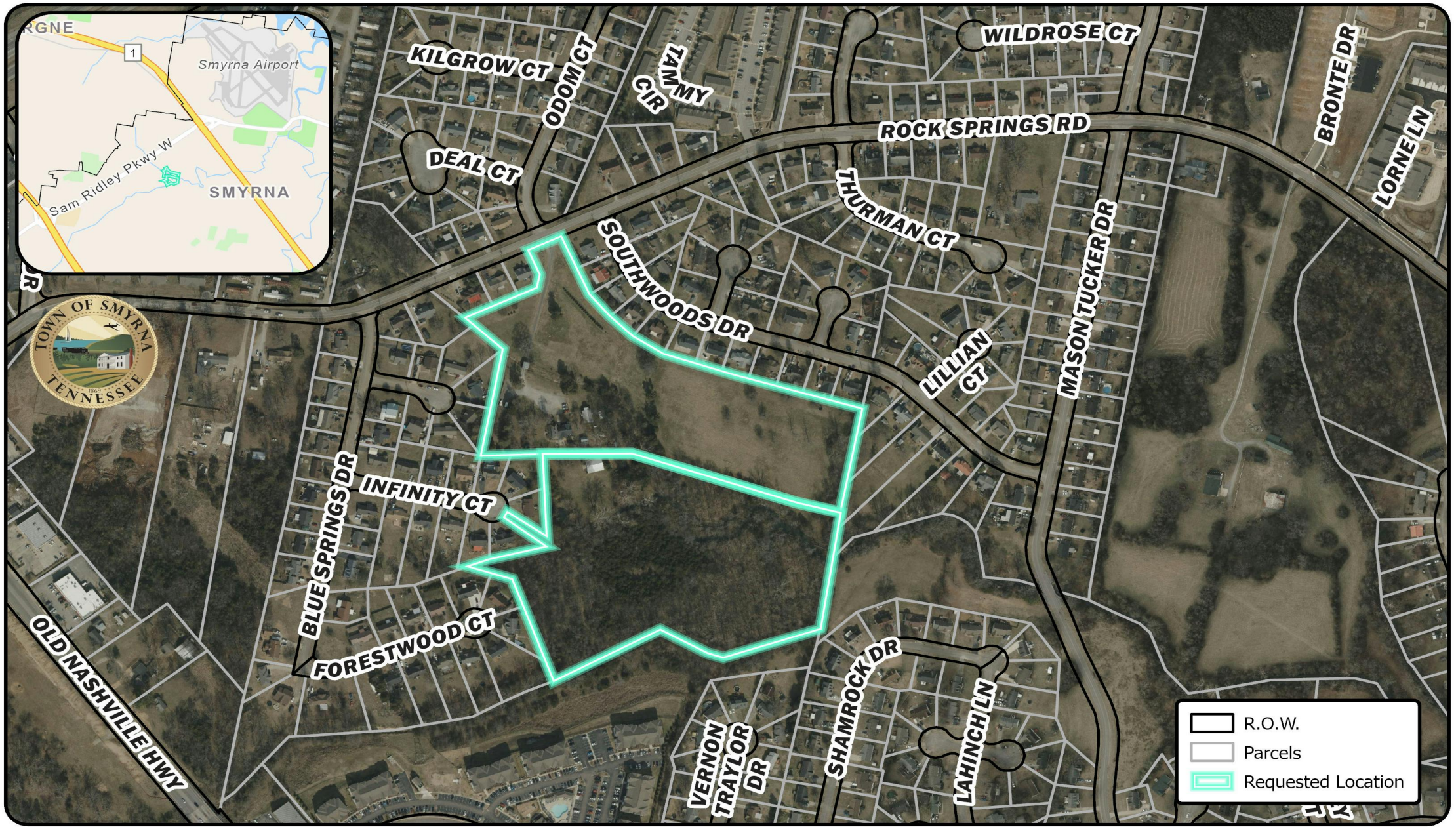
Background:
The properties that are the subject of this request are located at 729 Rock Springs Road across from Odom Court approximately .4 of a mile from the intersection with Old Nashville Highway. The Land Use Plan for this area would support Medium Density Single Family Residential development. The surrounding zoning is R-3 and R-6. Harts Branch and Rock Springs Branch both flow across this property, and due to that the property is affected by the floodway, 100 year floodplain, and 500 year floodplain. The existing approved PUD would allow a single family dwelling, a photography studio, a church, agricultural use, an event center in the existing barn, and an airsoft course.

Summary:
The requested PUD amendment would add bed and breakfast use of the existing house as well as construction of a small wedding chapel. There is an existing bridge across Harts Branch on the property. The proposed wedding chapel is shown on the concept plan to be located north of the bridge and within 400 feet of an existing fire hydrant located on Rock Springs Road. However, emergency access to the bed and breakfast would require emergency vehicles to cross the bridge. The property owner had the bridge evaluated by an engineer to determine its' viability for use by emergency vehicles. That report is attached, and shows that the bridge is structurally sound and can support the weight of a fire truck. However, it is deficient as to width, as it needs to be at least 12' wide, and it is only 11' 4" wide. In addition, the cover and sides of the bridge would prohibit a fire truck's ability to cross.

The Planning Commission reviewed the amendment and recommended approval 6 for, 0 against, with the following conditions:
1. Airsoft course is removed as an allowed use.
2. The bridge improvements necessary to allow for adequate ingress/egress by emergency vehicles are required to be made.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. mime-attachment
2. Burkett_Property_Rock_Springs_Rd_with_Parcels_and_Colored_Map
3. Burkett_Property_Rock_Springs_Rd_with_Zoning_and_Colored_Map
4. Blue_Spring_Estate_Integrated_PUD_Business_Plan_Final
5. image0
6. Town of Smyrna Zoning Revision - Final
7. Licia Burkett September 2026 Description



PUD Amendment Request - 729 Rock Springs Rd

Tax Map: 28F | Group: A | Parcels: 29.01 & 47.08 | Acres: +/- 23.00

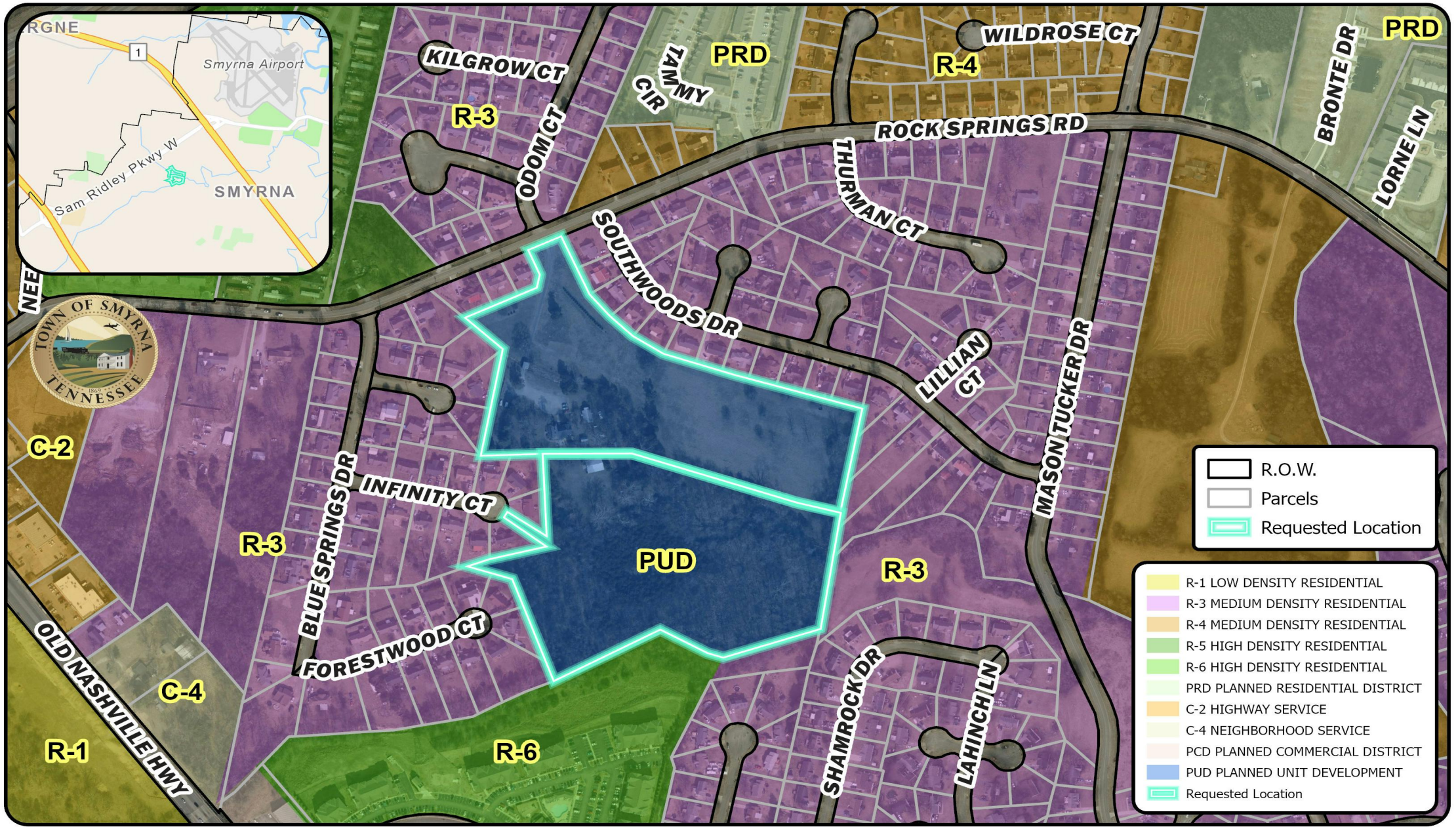
Owner: Licia Burkett

N

0 310 620 Feet

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Grace Sandidge - Town of Smyrna - 17Aug2026



PUD Amendment Request - 729 Rock Springs Rd

N

0 310 620 Feet

Tax Map: 28F | Group: A | Parcels: 29.01 & 47.08 | Acres: +/- 23.00

Owner: Licia Burkett

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Grace Sandidge - Town of Smyrna - 17Aug2026

SUPPORTING ATTACHMENT TO PUD AMENDMENT APPLICATION

Blue Spring Estate

Historic Bed and Breakfast Lodging & Wedding Chapel Business Plan



729 Rock Springs Road, Smyrna, Tennessee | Prepared August 2026

CONCEPT RENDERING — PROPOSED PRESERVATION-LED EXTERIOR VISION

Requested integrated use: owner-hosted bed and breakfast lodging and bridal-party preparation within the historic home, together with a planned onsite wedding chapel for indoor ceremonies and receptions.

Executive Summary

A LIMITED, RESIDENTIAL-SCALE HOSPITALITY USE

The owners request one coordinated PUD amendment for an integrated estate operation. The historic home would provide exclusive whole-house bed and breakfast lodging, bridal-party preparation and photography. A planned onsite wedding chapel would host indoor ceremonies and receptions. Lodging may open first and chapel construction may follow later, but both uses are included in this requested approval so the property can function as one complete wedding destination.

The proposed operation is intentionally modest: approximately five guest rooms, a maximum planned overnight capacity of 12 registered guests, advance reservations, onsite owner presence in the adjacent cottage, breakfast for registered guests, designated onsite parking, and written quiet-hour and property-use rules. This operating model preserves the residential appearance of the property while creating revenue for stewardship of the historic home and its exceptional natural spring corridor.

Plan element	Proposed standard
Primary use	Historic owner-hosted bed-and-breakfast
Reservation model	Entire historic home; one registered party at a time
Guest rooms	Approximately 5
Planned overnight capacity	Up to 12 registered guests
Host presence	Property owner onsite in adjacent cottage
Meals	Breakfast or light refreshments for registered guests only
Parking	Designated onsite spaces; no guest street parking
Public events	Integrated request includes bridal-party lodging, preparation, and indoor chapel ceremonies and receptions.
New construction	None required for the lodging concept

Purpose and Objectives

- Preserve and maintain the historic residence through a financially sustainable, low-intensity use.
- Share the property's Tennessee history and natural spring with a controlled number of overnight guests.
- Operate in a manner compatible with surrounding properties through onsite management, advance reservations, quiet hours, parking controls, and guest limits.
- Create a distinctive Smyrna lodging option that supports local restaurants, shops, attractions, and service providers.

1. Property and Historic Character

The lodging use would remain within the existing historic home. Its defining features include a broad front porch with decorative trim, original wood floors, plank and beadboard walls and ceilings, tall windows, historic stairwork, mantels, chandeliers, a long dining room, and generous gathering spaces. Renovations will prioritize repair, life-safety review, durable guest finishes, and preservation of character rather than wholesale redesign.

The Blue Spring

A natural blue spring and spring-fed creek pass through the property. The spring has appeared on local maps for generations and is the property's clearest identity with year round crystal clear beauty. Guest access will be managed with posted rules, defined paths, weather-based restrictions, and onsite host oversight.



Professional photography demonstrating the character and scenic quality of the spring corridor.

2. Proposed Lodging and Bridal-Party Use

ONE HOME • ONE BOOKING • ONE ACCOUNTABLE GUEST PARTY

The entire historic home will be reserved by a single group. This avoids the hotel-like pattern of unrelated occupants arriving independently, reduces vehicle turnover, simplifies accountability, and creates a quieter experience. The target guest is a family group, couple group, reunion party, visiting relatives, retreat group, or Nashville-area traveler seeking a distinctive private estate stay.

Operating feature	Management approach
Reservations	Advance reservation through established lodging platforms or direct booking; verified primary guest and signed rules.
Check-in / checkout	Planned 4:00 p.m. check-in and 10:00 a.m. checkout; onsite host available for assistance.
Length of stay	Short leisure stays, normally 2-4 nights; no stay longer than 10 consecutive days.
Occupancy	Up to 12 registered overnight guests, subject to final room and safety review.
Visitors	No unregistered overnight guests; daytime visitors only with host approval and within stated limits.
Quiet hours	10:00 p.m.-8:00 a.m.; outdoor speakers and amplified music prohibited during quiet hours.
Meals	Breakfast or light refreshments offered only to registered lodging guests.
Pets / smoking	Policy established before launch; no smoking inside the historic home.
Host oversight	Owner remains onsite in the adjacent cottage and can respond promptly.
Housekeeping	Owner-managed cleaning and turnover using documented checklists.

Explicit Scope of This Request

This request includes the complete Blue Spring Estate concept: owner-hosted whole-house lodging, bridal-party stays and preparation, wedding photography, and a planned chapel for indoor ceremonies and receptions. The historic home and grounds support the registered wedding party, subject to approved occupancy, visitor, parking, noise and house-rule limits. The chapel may be constructed after the lodging operation opens, but its use and conceptual site placement are included in this PUD request.

3. Site Operations and Neighborhood Compatibility

Traffic	One group reservation at a time; arrival instructions sent in advance; no shuttle or bus operations proposed.
Parking	All guest vehicles parked onsite in designated areas. No guest street parking.
Noise	10:00 p.m.-8:00 a.m. quiet hours; exterior use monitored by onsite host.
Lighting	Warm, downward-directed path and porch lighting; no unnecessary spill toward neighboring properties.
Waste	Closed containers; scheduled removal; turnover inspection after every stay.
Natural areas	Defined access routes; no vehicles in spring corridor; temporary closure during unsafe weather or high water.
Security	Verified booking guest, written rules, exterior-only security devices where used, and onsite host response.
Signs	Small, restrained identification and wayfinding only.

Parking and Circulation

The operating target is at least 10 onsite parking spaces for the bed and breakfast : two spaces associated with the residence plus approximately 1.5 spaces for each of five guest rooms, rounded up. Booking rules will state a maximum number of vehicles, and guests will receive a diagram before arrival.

Onsite Host and Complaint Response

The owner’s residence in the adjacent cottage provides continuous local presence without requiring the host to share the guest house itself. A phone number will be provided to guests upon arrival. The host may end a stay for material violations of occupancy, parking, noise, or safety rules.

4. Guest Experience and Stewardship



Existing porch, lawn and mature tree canopy illustrate the property's quiet residential setting.

Blue Spring Estate is intended to feel like a private historic Tennessee home rather than a conventional rental. The guest experience will combine the house's authentic materials with comfortable beds, strong climate control, quality linens, reliable internet, well-lit paths, clear wayfinding, and a concise digital and printed house guide.

Planned Guest Amenities

- Five individually styled guest rooms with quality mattresses, blackout window treatments, bedside charging, reading lights, and luggage storage.
- Shared living room and long dining room designed for the booked group to gather comfortably.
- Breakfast pantry or host-provided breakfast offering for registered guests.
- Porch seating, meadow, and designated spring overlook or access points.
- Property guide covering history, spring conditions, emergency information, quiet hours, parking, and local recommendations.
- Optional low-impact experiences such as history walks, porch coffee, photography, birding, or songwriter-style creative weekends for the registered lodging party.

Natural Resource Care

- No promise of constant water color or swimming conditions; access may close after storms or when the host determines conditions are unsafe.
- No glass, diving, motorized watercraft, soap, or dumping in the spring or creek.
- Defined paths and modest railings/markers where needed to reduce erosion and protect sensitive banks.
- Routine inspection of docks, steps, lighting, trees.

5. Marketing and Booking Controls

Marketing will emphasize the historic home, natural blue spring, owner-hosted service, and proximity to Nashville and Middle Tennessee destinations. Initial distribution is expected through Airbnb and Vrbo, supported by a direct website and referral relationships with local tourism, corporate, university, relocation, and family networks.

Channel	Purpose	Control
Airbnb / Vrbo	Reach verified leisure travelers	Minimum-stay rules, identity checks, deposits/coverage, house rules
Direct website	Tell the historic story and capture repeat guests	Inquiry review and direct rental agreement
Local referrals	Visiting family, corporate, creative and heritage travel	Host screens fit and confirms vehicle/guest counts
Social media	Visual storytelling, bridal-party stays and seasonal availability	Market the approved integrated estate experience; promote chapel events only after construction and operating clearance

Guest Screening

- Primary guest age and identity verification; clear reason for visit.
- Registered guest and vehicle list before arrival.
- Signed acknowledgment of quiet hours, spring rules, visitor and parking limits, bridal-party use rules, chapel event rules, vendor requirements and approved ceremony/reception operating limits.
- No same-day instant bookings during the opening period; host review before confirmation.
- Exterior condition check before and immediately after each stay.

6. Community Benefit and Owner Commitments

The integrated lodging and chapel concept converts an exceptional but costly historic property into a productive, preservation-supporting use. Overnight guests, wedding parties and event vendors will purchase food, fuel, entertainment, shopping, transportation and services in Smyrna and the wider Rutherford County area. The operation also creates a practical reason to maintain the historic home, spring corridor, and landscape.

COMMITMENTS OFFERED AS THE OPERATING FRAMEWORK

Commitment	Standard
Residential scale	Approximately five guest rooms; one group reservation at a time.
Owner presence	Owner onsite in adjacent cottage during operation.
Guest limit	Up to 12 registered overnight guests.
Parking	Guest vehicles accommodated onsite; no guest street parking.

Commitment	Standard
Quiet hours	10:00 p.m.-8:00 a.m., enforced by onsite host.
Meals	Breakfast/light refreshments for registered guests only.
Length of stay	No more than 10 consecutive days.
Event scope	Integrated request includes bridal-party lodging, preparation, photography, and indoor chapel ceremonies and receptions.
Natural area management	Posted rules, weather closures, routine inspection and host oversight.
Accountability	Reservation records, guest rules, host contact and prompt response to verified concerns.

Appendix A. Renovation Concepts

These concept renderings illustrate possible repair, furnishing and guest-readiness improvements.



CONCEPT RENDERING - proposed exterior repair, paint and guest-ready styling.



*CONCEPT RENDERING - proposed living-room furnishings; existing architecture retained.*Appendix A. Renovation Concepts



CONCEPT RENDERING - proposed breakfast and group-dining presentation.



CONCEPT RENDERING - proposed guest-rooms furnishing and finish direction.






FAMILY
FAMILY



Planned Development Phase: Wedding Chapel and Reception Space

INCLUDED IN THIS PUD REQUEST • CONSTRUCTION TO FOLLOW FINAL SITE AND BUILDING APPROVALS

The wedding chapel and reception space are included in the use approval requested by this plan, although construction may occur after the lodging operation opens. The ceremony would take place inside the chapel; afterward, the same main room would be reset for the reception. The historic house would serve as the bridal party's lodging, preparation and photography location, creating one coordinated wedding experience on the estate.



CONCEPT STUDY - 2,500-square-foot chapel character, flexible ceremony/reception room and preliminary layout direction. Final design is subject to professional plans and approvals.

Development Intent

- Approximately 2,500 square feet, planned for a comfortable ceremony capacity of about 150 guests, with the ability to seat up to approximately 200 when arranged more tightly and when approved by code officials. After the ceremony, staff would convert the room to a reception layout; final table seating and occupancy would be established through code and fire review.
- Simple, cost-conscious construction with a finished concrete slab floor, high ceilings, durable materials and strong natural light.
- A restrained chapel aesthetic that complements the 1886 residence and preserves the estate's historic, pastoral identity.

Proposed Ceremony and Reception Layout

The building program is intentionally simple. The main room serves first as the ceremony chapel and is then reset for the reception, avoiding the cost of constructing a separate reception hall. Flexible chairs, tables and a planned transition process allow both parts of the wedding to remain indoors.



CONCEPTUAL FLOOR PLAN - foyer, two restrooms, sound/storage room, central aisle and large focal window. Dimensions and seating are illustrative.

Element	Planning Direction
Ceremony / reception room	Ceremony setup with central aisle and altar; afterward, staff reset the same room with flexible tables and seating for the reception.
Foyer	Compact arrival and transition space at the front entrance.
Restrooms	Two code-compliant restrooms located near the foyer.
Sound / storage	Small enclosed room for DJ, sound controls, microphones and event supplies.
Windows	Windows along both sides and one large focal window at the rear, facing the wooded/pasture view.
Excluded spaces	No dedicated bridal suite or separate reception hall. The main room converts for the reception; catered food service and any required support area will be resolved in final plans.

Site Placement, Parking and Compatibility

Conceptual Placement

The chapel is intended for the front portion of the property near the existing entrance, in the previously disturbed or graded area and near the fire hydrant. Its long axis would follow the angle of the established buffering-tree row. The front entrance would address the driveway, while the large rear window would look toward the woods and pasture. Existing privacy trees would remain wherever practical.

Floodplain Placement. The chapel structure is planned within the applicable LOMR zone portion of the property and entirely outside the mapped FEMA flood-hazard area. Its exact building envelope will be confirmed by a current boundary/topographic survey, FEMA information, civil engineering, utilities, setbacks, fire access and Town review before final site-plan approval or construction.

Parking and Arrival

Feature	Concept
Primary access	Continue using the established Rock Springs Road entrance and internal drive.
Chapel parking	Create a dedicated front parking area near the chapel, including accessible spaces and an approved drop-off route.
Existing circulation	Keep the estate drive and bridge available for lodging, service and emergency circulation.
Neighbor buffering	Retain tree screening; use warm, downward-directed lighting and managed event arrival/departure times.
Final capacity	Base the number of spaces and fire-lane geometry on approved occupancy and local requirements.

Tandem Operation

- The historic house remains the bridal party's lodging, preparation and photography location; chapel events are scheduled so guest access, cleaning and parking remain controlled.
- Bridal parties may reserve the entire house for onsite lodging, getting ready, photographs and a multi-day estate experience, subject to approved occupancy, visitor and parking limits.
- The ceremony and reception both take place inside the chapel building. Any outdoor use remains secondary, time-limited and subject to the approvals and operating rules in effect.
- One onsite management team coordinates bookings, vendors, noise, parking, safety checks and property stewardship.


Harts Branch
Rock Springs Rd
Mcl
Southwoods Dr
110'
89'
65'
514'
243'
157'
Fire hydrant
Blue top -
385ft from
all sides of
chapel
Chapel
Parking Lots
Southwoods Dr
632'
362'
Blue Springs Dr
Existing parking lot for BnB
Bed and Breakfast
1127'
352'
Infinity Ct
Gwyn Spring
Darker Blue shade is Flood plain
©2025 Courthouse Retrieval Sy

TOWN OF SMYRNA

ZONING REVISION

SECOND REVISION | BLUE SPRING ESTATE

BRIDGE ACCESS COMPLIANCE

Fire Apparatus Access Update

> We have successfully had the bridge's weight capacity tested and certified to support 75,000 pounds. Pursuant to the fire code official's authority under 2024 International Fire Code Section 503.2.2, the required unobstructed access width has been modified to 12 feet for the existing one-lane access road.

To satisfy the fire marshal's required width and vertical-clearance standards, the wooden canopy over the bridge will be dismantled as necessary. Preparations for this work are underway.

Licia Burkett – PUD Amendment Request

Tax Map 28F, Group A, Parcel 29.01, owned by Stephen and Licia Burkett, and Parcel 47.08, owned by Stephen, Licia, and Chase Burkett. Requested by Licia Burkett.

Bordered on the north by the right-of-way of Rock Springs Road and the Valley of the Springs neighborhood; on the east by the McGwynn Springs neighborhood and Tax Map 28, Parcel 91.00, owned by David V. Waldron; on the south by Parcel 88.01, owned by Noel Lane Investments, LLC; and on the west by the Valley of the Springs neighborhood.

Area requested to be amended contains approximately 23 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.a.2.
Department: Planning
Date: September 8, 2026

Subject:
Consideration of an Ordinance relative to the rezoning of Tax Map 28M, Group G, Parcels 30.00, 31.00, and 33.00 from C-4 to C-2 requested by Paw Paw Springs Enterprises, LLC, and J & M Equity LLC. The properties contain .67 acre, .76 acre, and 1.03 acres respectively, and are located at 13058, 13076, and 13106 Old Nashville Highway.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

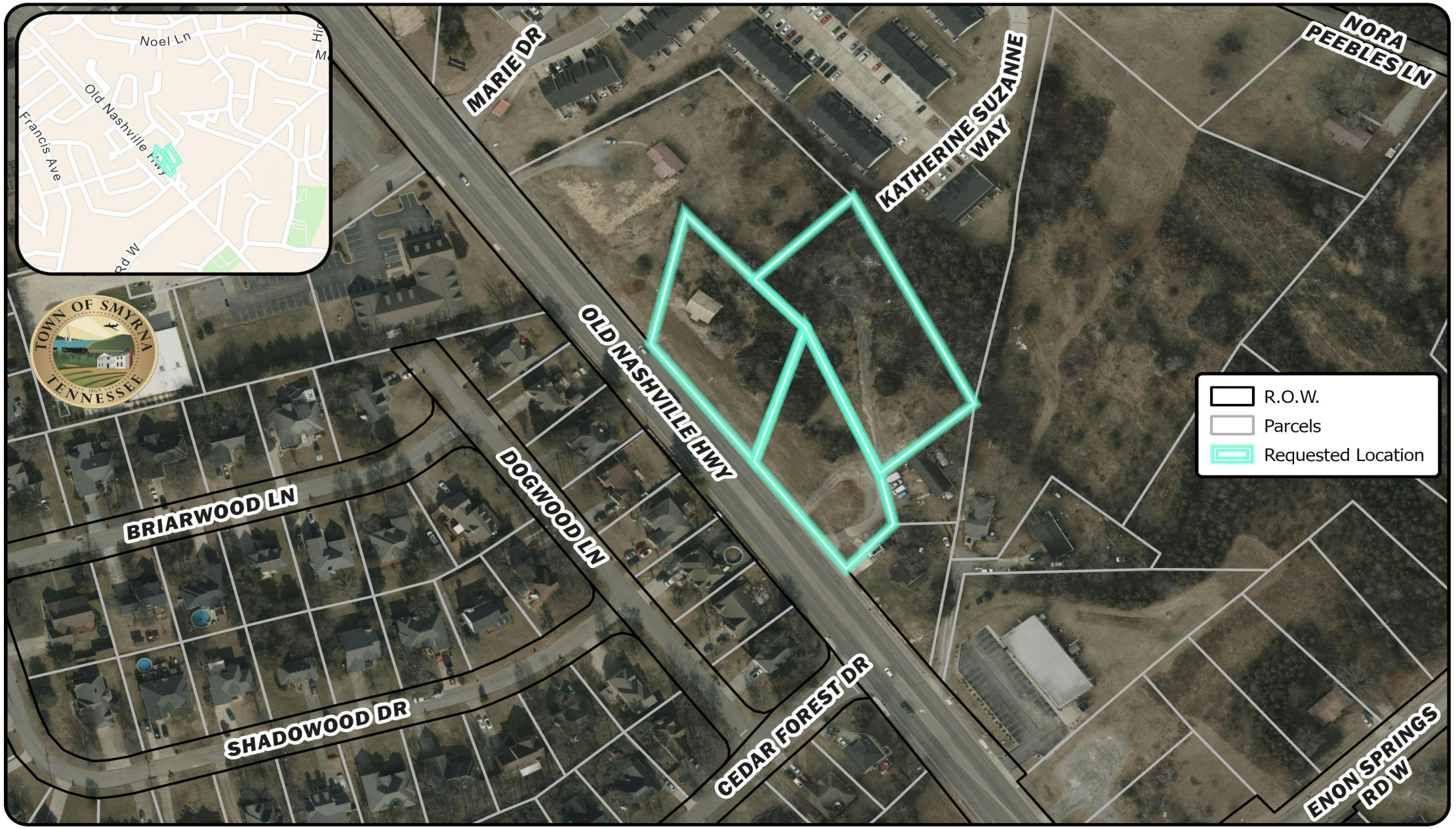
Summary:
The properties that are the subject of this request are located at 13058, 13076, and 13106 Old Nashville Highway approximately 700 feet northwest of the intersection with Enon Springs Road. The Land Use Plan for this area is the Old Nashville Corridor character area, which would support a mix of neighborhood scale retail uses and personal services that provide markets for local customers. Townhomes, attached residential development, and other multifamily uses are also appropriate. The surrounding zoning is R-2, R-3, R-6, and C-4.

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

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Applications
2. Hoover_13058_Old_Nashville_Hwy_with_Parcels_and_Colored_Map
3. Hoover_13058_Old_Nashville_Hwy_with_Zoning_and_Colored_Map
4. Paw Paw Spring J & M Equity September 2026 Rezoning Description



C-4 to C-2 Rezoning Request - 13058, 13076 & 13106 Old Nashville Hwy

Tax Map: 28 | Parcels: 30.00, 31.00, & 33.00 | Acres: +/- 2.43

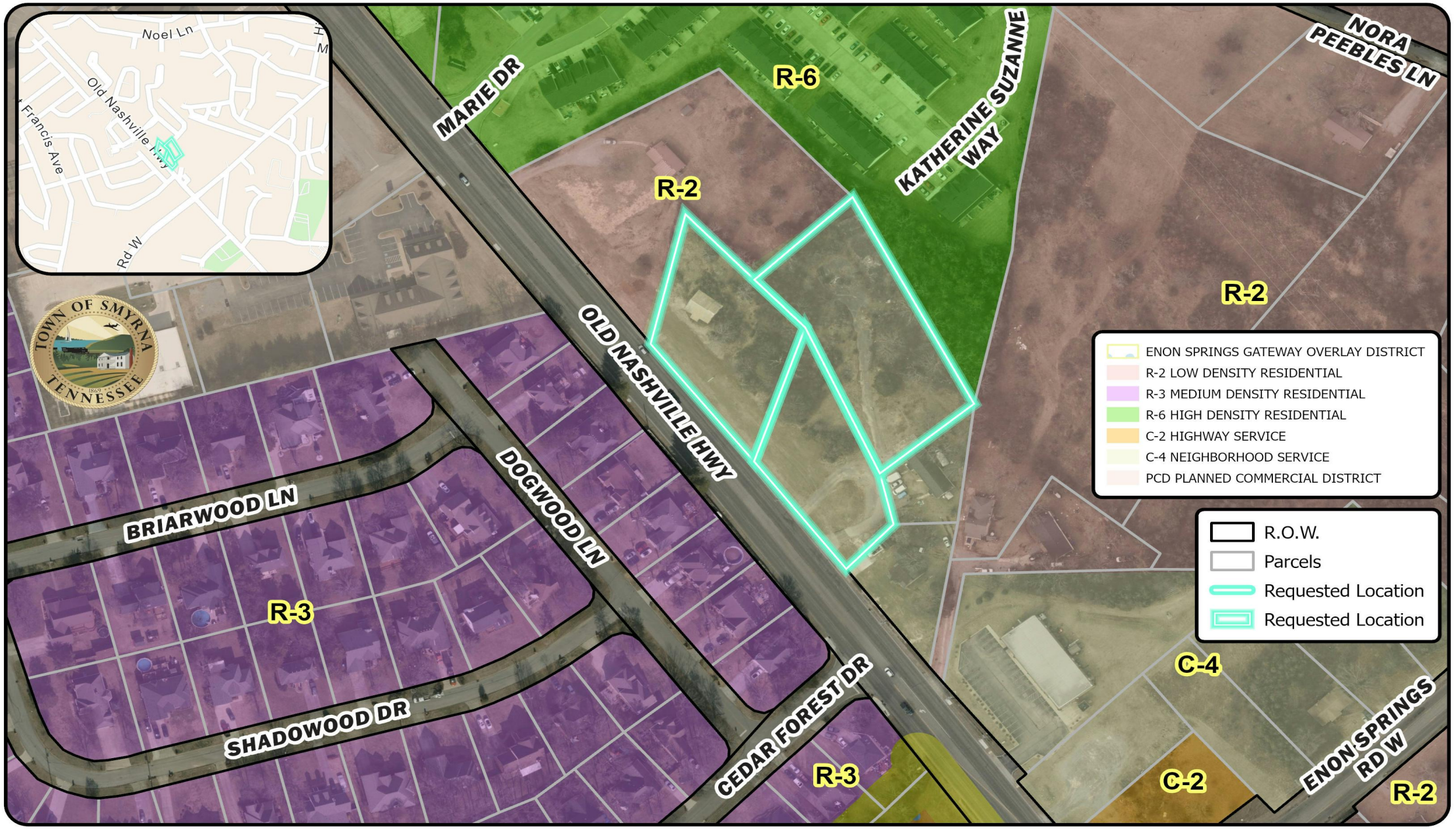
Owner: Paw Paw Enterprises LLC & J&M Equity LLC

N

0 125 250 Feet

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Grace Sandidge - Town of Smyrna - 17Aug2026



C-4 to C-2 Rezoning Request - 13058, 13076 & 13106 Old Nashville Hwy

Tax Map: 28 | Parcels: 30.00, 31.00, & 33.00 | Acres: +/- 2.43

Owner: Paw Paw Enterprises LLC & J&M Equity LLC

N

0 125 250 Feet

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Grace Sandidge - Town of Smyrna - 17Aug2026

Paw Paw Springs Enterprises, LLC and J & M Equity, LLC – Rezoning Request from C-4 to C-2

Tax Map 28M, Parcel 30.00, owned and requested by Paw Paw Springs Enterprises, LLC, and Parcels 31.00 and 33.00, owned and requested by J & M Equity, LLC.

Bordered on the west by the right-of-way of Old Nashville Highway; on the north by Parcel 32.00, owned by Richard E. and Nannie Ransom; on the east by the Midway townhomes neighborhood; and on the south by Parcel 29.00, owned by Khairy Abdelmasih, Ebram Shalaby, and Alaa Mankarious.

Areas requested to be rezoned from C-4 to C-2 contain approximately .67 acre, .76 acre, and 1.03 acres respectively.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.a.3.
Department: Planning
Date: September 8, 2026

Subject:
Consideration of an Ordinance relative to the amendment of the existing PRD as well as the rezoning from R-3 to PRD for properties located on Tax Map 54, Parcels 12.01, 13.01, 15.01, 15.03, 15.04, 15.05, 15.06, 15.11, 15.12, and 15.22, as well as Tax Map 55A, Group B, Parcel 1.00, owned by Bankside Holdings and requested by David Weekley Homes. The properties requested are located on Bankside Drive and Kedron Church Road.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The properties that are the subject of this request are the PRD known as Bankside. The properties are located on Kedron Church Road and Bankside Drive, with four other streets (Trudy Lane, Kiowa Court, Hackensack Lane, and Hostas Lane) stubbed into them. The Land Use Plan would support Medium Density Single Family Residential development in this area. The surrounding zoning is R-1, R-3, and PRD (Helmsley Place) in Town and RM in Rutherford County.

The existing approved PRD was approved in October 2019 and is for 249 single family lots on 89.4 acres for a density of 2.79 houses per acre. The amount of open space provided is 24.6, so the density of developed acreage for 249 houses on 64.8 acres is 3.84. The plan would connect to and be an extension of the existing Bankside development. The minimum lot size is 6,500 square feet with an 1,800 square feet minimum house size. The existing PRD approval requires improvements to Kedron Church Road to a 24' pavement width and a realignment of the intersection with Rocky Fork Almaville Road. As a part of this PRD amendment request, the current owner has requested that language be included that if the PRD amendment is approved but construction hasn't started within 2 years that the existing PRD approval be reinstated.

Summary:
The requested PRD amendment would allow for 202 single family lots restricted to age 55+. The PRD request would also add a parcel currently zoned R-3 to the PRD. This parcel is the location of the STEP system which was used as a part of the Bankside development, the use of which has been discontinued. The total acreage of the PRD would be increased to 100.25 for an overall density of 2.02 houses per acre. The amount of open space provided is 52.62 acres, so the density of the developed acreage for 202 houses on 47.63 acres is 4.24. The proposed minimum lot size is 6,650 square feet and the proposed minimum house size 1,600 square feet on the 50' wide lots and 2,400 square feet on the 60' wide lots. In addition it is proposed that the roads would be private and gates installed at the main entrance off of Kedron Church Road and an emergency gate at the connection to Bankside Drive. Three other streets that are stubbed into the property would have cul-de-sacs added. Staff would recommend those cul-de-sacs be built and dedicated as public streets.

A traffic study is required. Any improvements recommended by the traffic study must be completed by the developer. Staff would call attention to a concern regarding Kedron Church Road from Rocky Fork Almaville Road to the development entrance road, as well as the angle of the curve at the connection to Kedron Church Road from the development. The existing sewer would be required to be upsized from 8" to 15" and extended to serve the entire site. CUD would be the water provider for this project, and it is staff's understanding that upgrades will be required in order to provide adequate water supply to this development.

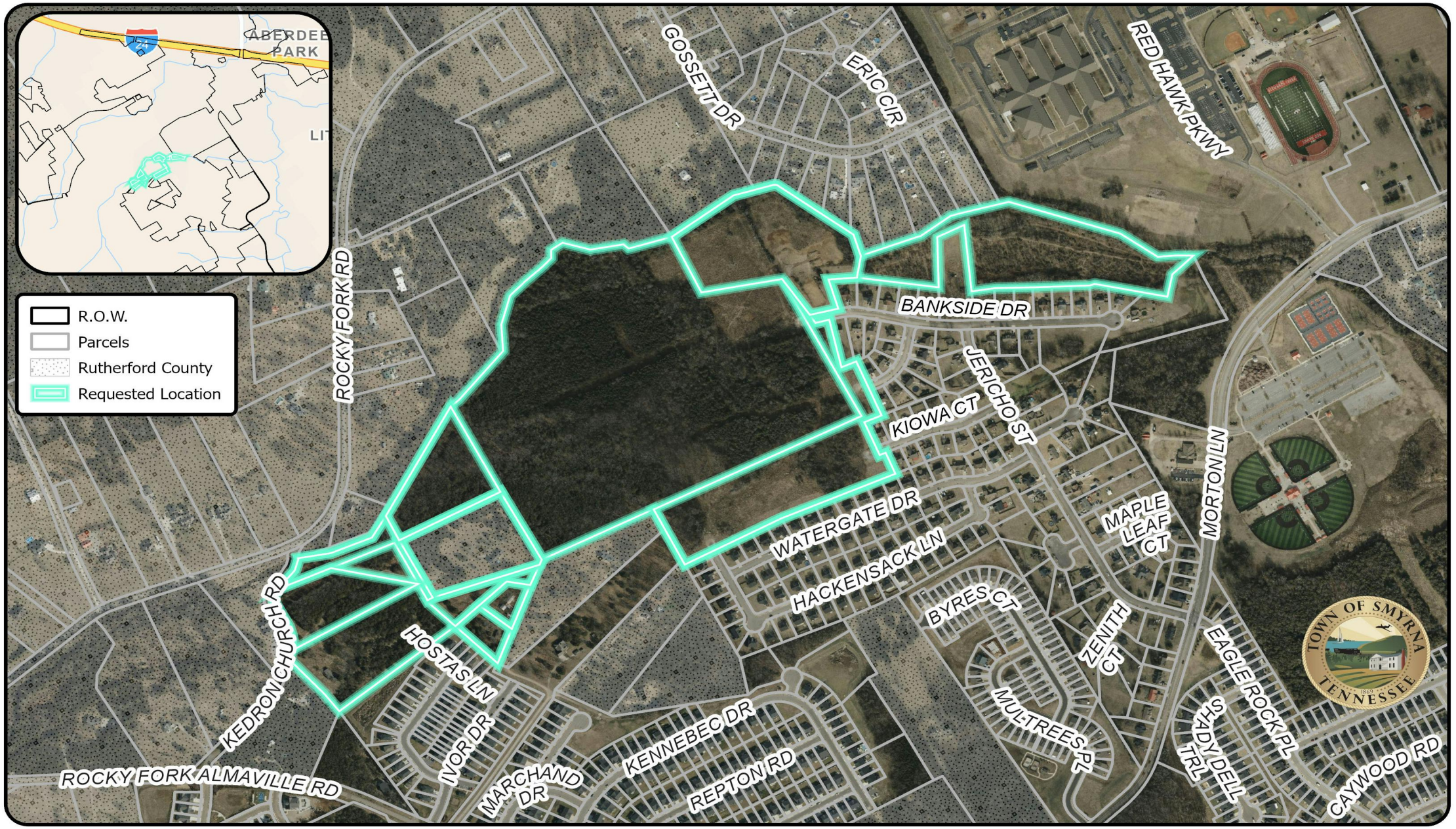
The developer has requested three waivers from the PRD requirements of the Zoning Ordinance as a part of the PRD amendment:
1. The requirement of three lot tier sizes (7,000 square feet, 9,000 square feet, and 11,000 square feet) at the required percentages. It is proposed that 168 lots be less than 9,000 square feet with a 6,650 square feet minimum, 27 lots would be between 9,000 and 11,000 square feet, and 7 lots would be a minimum of 11,000 square feet.
2. The requirement that corner lots have side entry garages from the lower classified street.
3. The requirement that no more than 40% of the lots have 7.5' side setbacks. All lots are proposed to utilize 7.5' side setbacks.

The Planning Commission reviewed this request and recommended approval 5 for, 1 against, with staff comments and waiver requests 1 and 3 and without waiver request 2 or the request that the existing PRD be reinstated if construction is not started within 2 years.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Rezoning Request Application - Bankside
2. Owner Affidavit

3. The_Encore_at_Rocky_Fork_Bankside_with_Parcels_and_Colored_Map
4. The_Encore_at_Rocky_Fork_Bankside_with_Parcels_Georeference_Map
5. The_Encore_at_Rocky_Fork_Bankside_with_Zoning_and_Colored_Map
6. The Encore at Rocky Fork PRD Revision and Rezoning Submittal Set 8
7. David Weekley Homes September 2026 PRD Description



PRD & R-3 to PRD Rezoning Request - Bankside Drive

Tax Map: 54 | Parcels: 12.01, 13.01, 15.01, 15.01-15.06, 15.11-15.12, & 15.22

Tax Map: 55A | Group: B | Parcel: 1.00

Acres: +/- 100.251

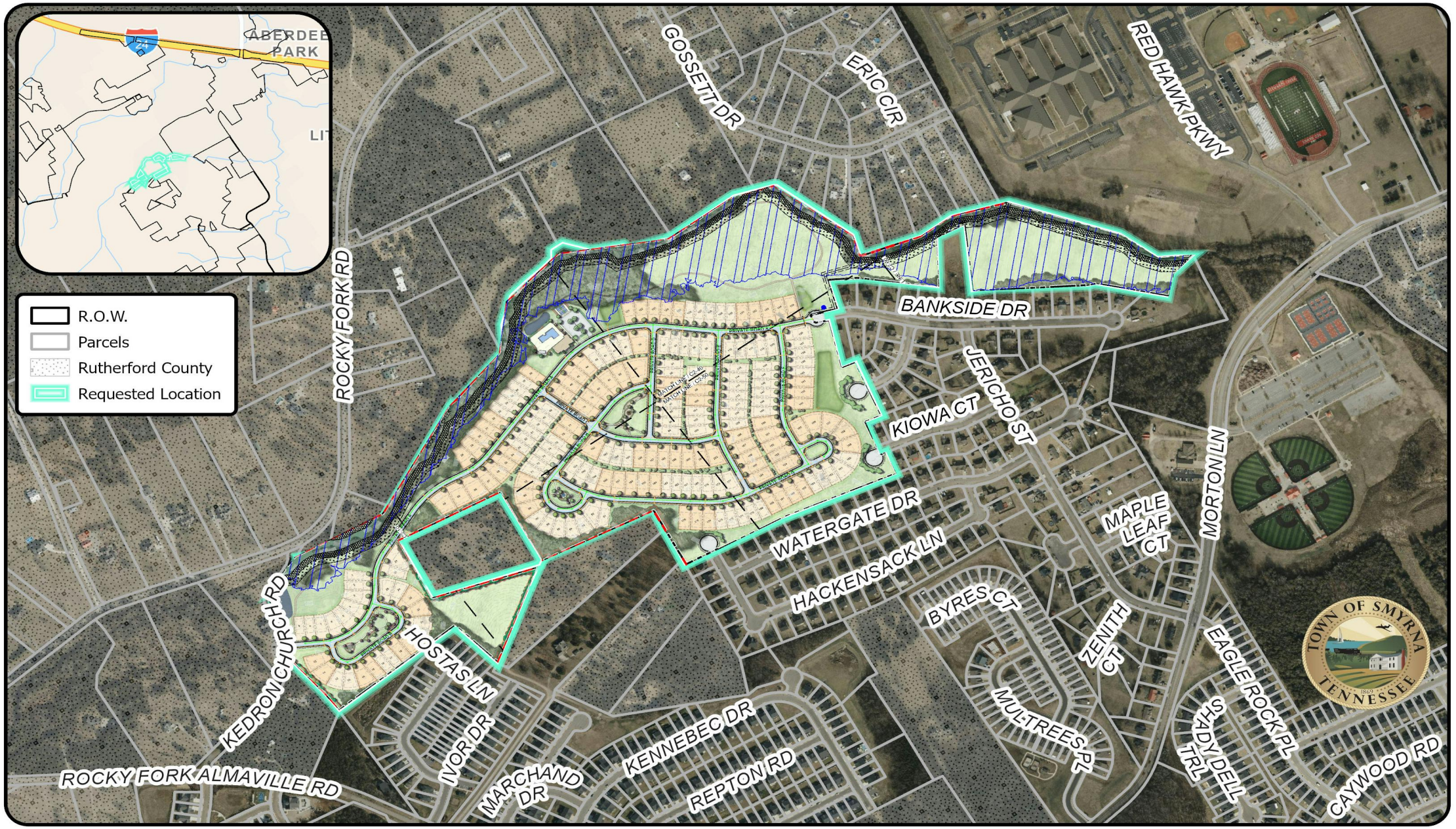
Owner: David Weekley Homes

N

0 500 1,000 Feet

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

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PRD & R-3 to PRD Rezoning Request - Bankside Drive

Tax Map: 54 | Parcels: 12.01, 13.01, 15.01, 15.01-15.06, 15.11-15.12, & 15.22

Tax Map: 55A | Group: B | Parcel: 1.00

Acres: +/- 100.251

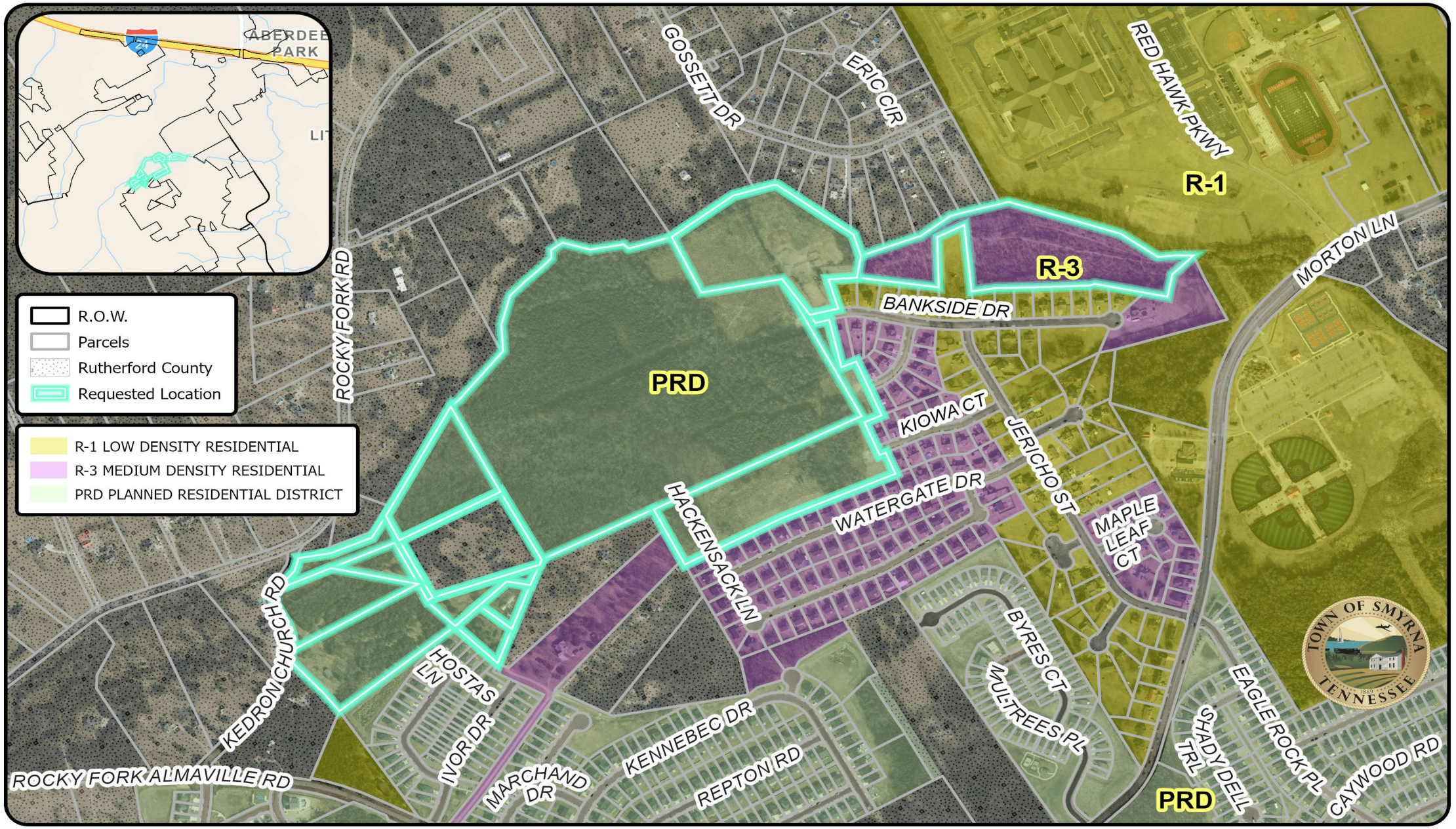
Owner: David Weekley Homes

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0 500 1,000 Feet

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

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PRD & R-3 to PRD Rezoning Request - Bankside Drive

Tax Map: 54 | Parcels: 12.01, 13.01, 15.01, 15.01-15.06, 15.11-15.12, & 15.22

Tax Map: 55A | Group: B | Parcel: 1.00

Acres: +/- 100.251

Owner: David Weekley Homes

N

0 500 1,000 Feet

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Grace Sandidge - Town of Smyrna - 17Aug2026

PRD REVISION AND REZONING REQUEST

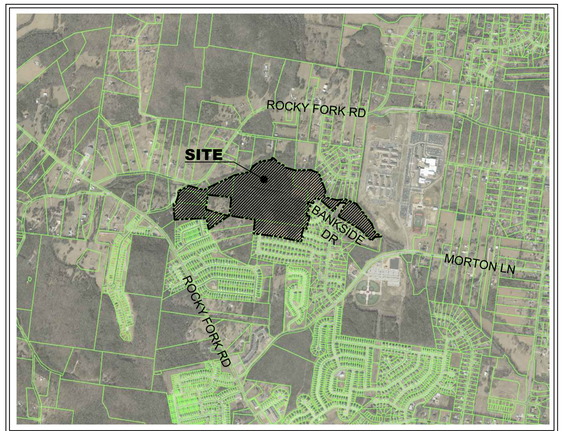
THE ENCORE AT ROCKY FORK SUBDIVISION PRD

BANKSIDE DRIVE
SMYRNA, TENNESSEE

INITIAL SUBMITTAL: JULY 13, 2026
INITIAL SUBMITTAL: 8/10/2026
RESUBMITTAL: 8/19/2026
RESUBMITTAL: 9/02/2026

SITE DATA TABLE

PROJECT NAME:	THE ENCORE AT ROCKY FORK
ADDRESS:	BANKSIDE DRIVE
CITY:	SMYRNA
COUNTY:	RUTHERFORD
STATE:	TENNESSEE
TOTAL ACREAGE OF SITE:	±100.25 ACRES
TOTAL SQUARE FOOTAGE OF SITE:	4,366,936 SF
EXISTING ZONING:	PRD R-3
PROPOSED ZONING:	PRD
EXISTING DENSITY:	2.47 DUA
PROPOSED DENSITY:	2.02 DUA
APPLICANT:	KIMLEY-HORN & ASSOCIATES
ADDRESS:	4031 ASPEN GROVE DRIVE, SUITE 200 FRANKLIN, TN 37067
PHONE:	615-314-5659
EMAIL:	MATT.HUFF@KIMLEY-HORN.COM
CONTACT NAME:	MATT HUFF, P.L.A
TOTAL LOTS:	202 LOTS
50' SINGLE FAMILY:	113 LOTS
60' SINGLE FAMILY:	89 LOTS
OPEN SPACE REQUIRED:	15.04 AC(15%)
OPEN SPACE PROVIDED:	52.62 AC (52%)
IMPROVED OPEN SPACE REQUIRED:	4.51 AC (30% OF PROVIDED)
IMPROVED OPEN SPACE PROVIDED:	4.81 AC (107% OF PROVIDED)



VICINITY MAP
NOT TO SCALE

NOTE: UPON WRITTEN REQUEST OF THE PROPERTY OWNER, AND PROVIDED THE APPROVED DEVELOPMENT HAS NOT COMMENCED WITHIN TWO (2) YEARS OF THE APPROVAL DATE, THE SUBJECT PROPERTY SHALL REVERT TO THE ZONING CLASSIFICATION AND DEVELOPMENT ENTITLEMENTS THAT EXISTED IMMEDIATELY PRIOR TO APPROVAL OF THIS PLANNED RESIDENTIAL DEVELOPMENT.

SHEET INDEX

SHEET	SHEET TITLE
C0-00	COVER
C1-00	EXISTING CONDITIONS
C1-10	EXISTING CONDITIONS ENLARGEMENT
C1-20	EXISTING CONDITIONS ENLARGEMENT
C1-30	EXISTING CONDITIONS ENLARGEMENT
C1-40	EXISTING CONDITIONS ENLARGEMENT
C1-50	EXISTING CONDITIONS ENLARGEMENT
C1-60	EXISTING CONDITIONS ENLARGEMENT
C2-00	SITE LAYOUT OVERALL
C2-10	SITE LAYOUT ENLARGEMENT
C2-20	SITE LAYOUT ENLARGEMENT
C2-30	SITE LAYOUT ENLARGEMENT
C2-40	SITE LAYOUT ENLARGEMENT
C2-50	SITE LAYOUT ENLARGEMENT
C2-60	SITE LAYOUT ENLARGEMENT
C3-00	PHASING PLAN
C4-00	OPEN SPACE PLAN
A1-00	TYPICAL ARCHITECTURE

DEVELOPER

David Weekley Homes

DAVID WEEKLEY HOMES
206 GOTHIC COURT, SUITE 308
FRANKLIN, TN 37067
PHONE: 615-879-5133
CONTACT: DAVID LOWRY

PLANS PREPARED BY

Kimley»Horn

4031 ASPEN GROVE DRIVE, STE 200, FRANKLIN, TN 37067
Main: (615) 564-2701 | www.kimley-horn.com
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811 Know what's below. Call before you dig.

PROJECT DESIGN TEAM

APPLICANT & LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
4031 ASPEN GROVE DR SUITE 200, FRANKLIN, TN 37067
CONTACT: MATT HUFF
PHONE: (615) 314-5659

ENGINEER
MAGILL INC
9248 STEPPING STONE DRIVE, FRANKLIN, TN 37067
CONTACT: LUKE KLAUSNER
(615) 708-9535

PLAN REVISIONS

REVISION NO.	DATE	REMARKS

SEAL

MATTHEW S. HUFF — REGISTERED — AGENT FOR THIS — 9/2/26 — COMMERCE — TENNESSEE NO. 1319 — LANDSCAPE ARCHITECT

FILE NUMBER	SHEET NUMBER	TOTAL SHEETS
017448004	C0-00	-2

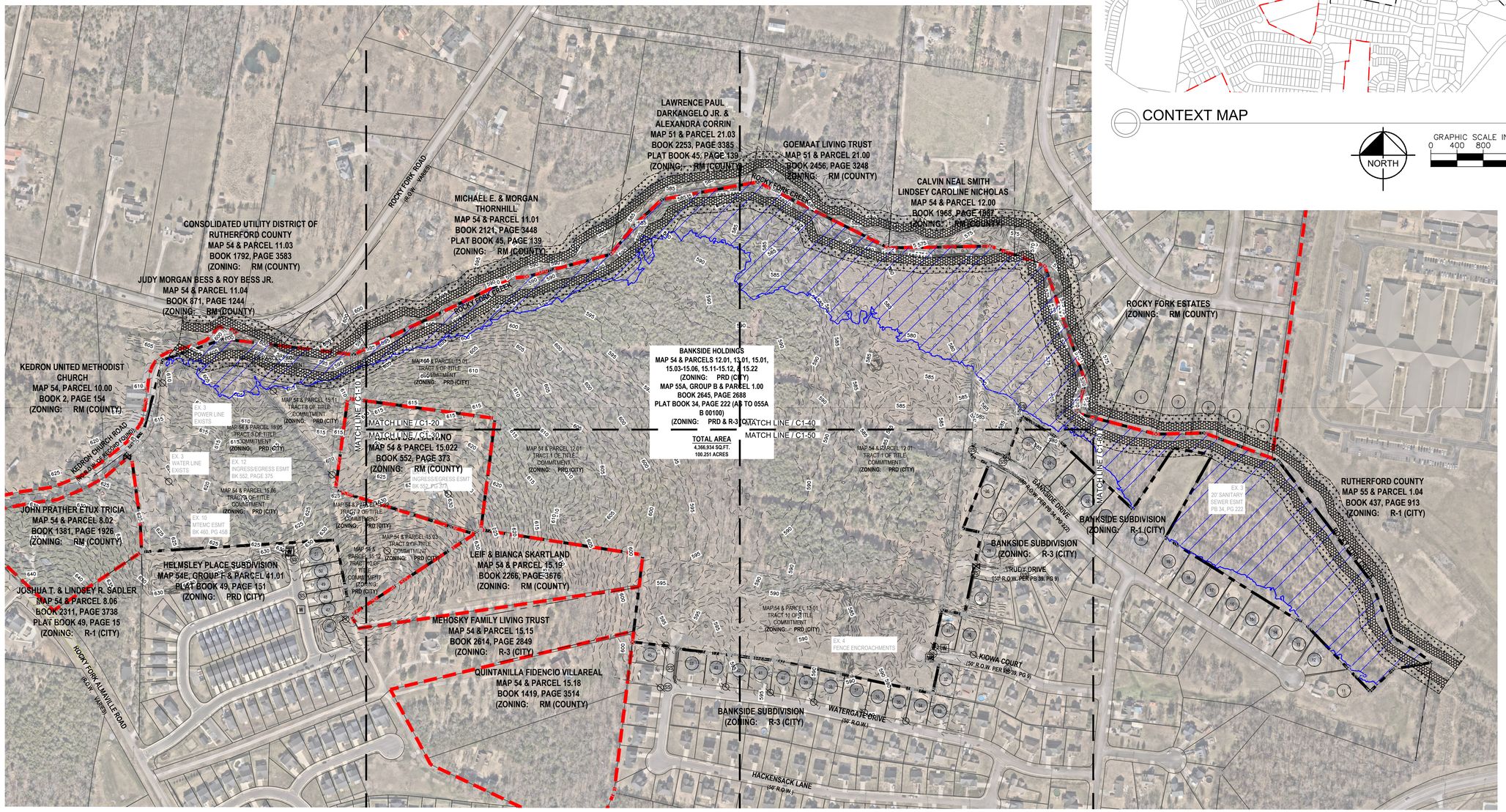
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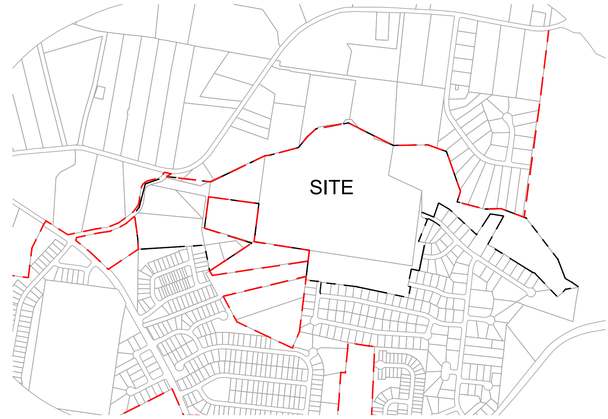
022 project name - 021 project phase

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

KEY

- 100-YEAR FLOODPLAIN
- TOWN OF SMYRNA CITY LIMITS
- RIPARIAN BUFFER ZONE 1
- RIPARIAN BUFFER ZONE 2





CONTEXT MAP

GRAPHIC SCALE IN FEET
0 400 800 1600
NORTH

Kimley»Horn
4031 ASPEN GROVE DRIVE, STE 200, FRANKLIN, TN 37067
Main: (615) 564-2701 | www.kimley-horn.com
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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING

SMYRNA, TENNESSEE

MATTHEW S. HUGHES
REGISTERED
AGRICULTURE
LANDSCAPE ARCHITECT
TENNESSEE NO. 1412
COMMERCE

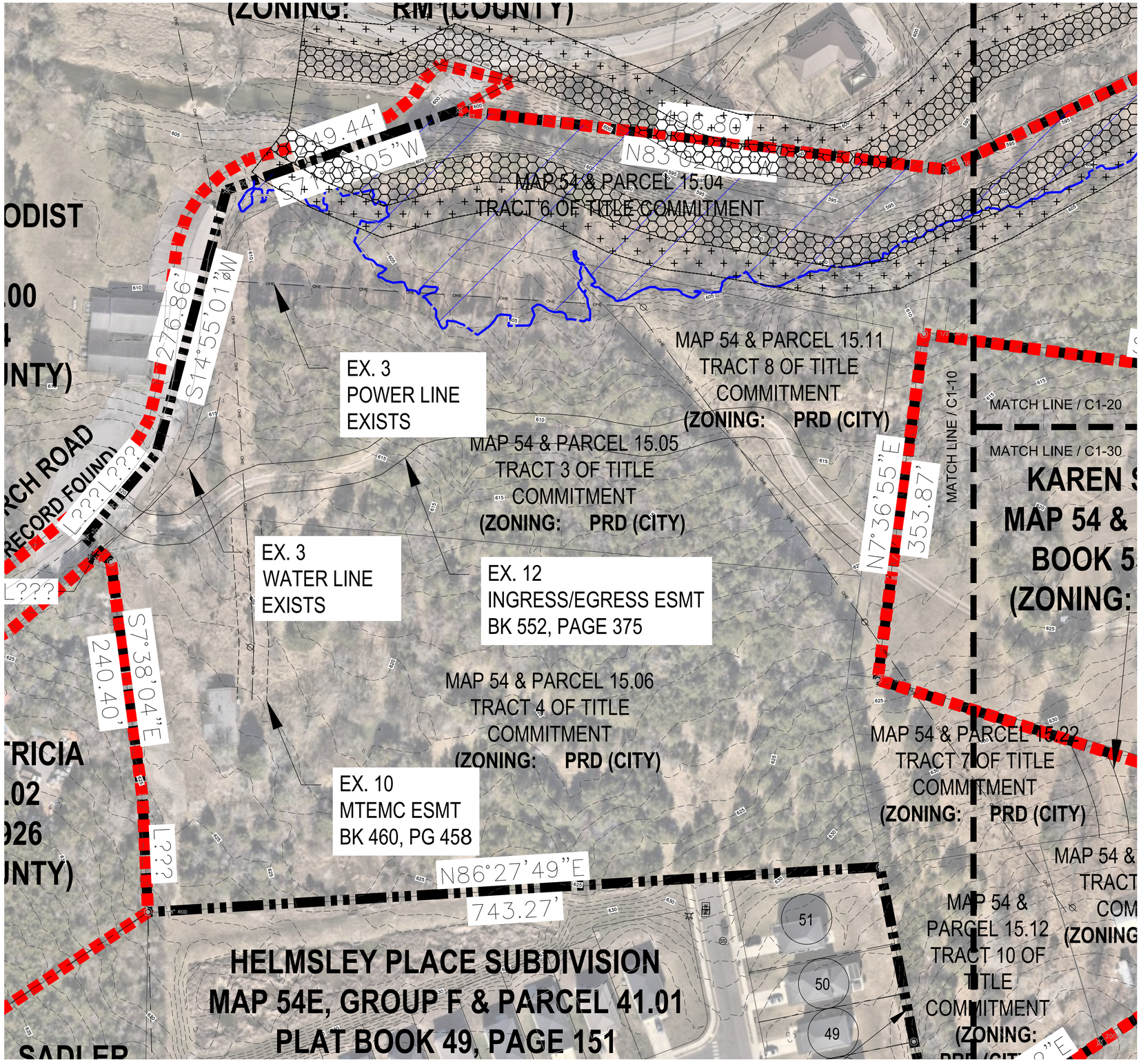
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DATE: 07/13/2026
KIMLEY-HORN PROJECT NO. 017448004

OVERALL EXISTING CONDITIONS

SHEET NUMBER
C1-00

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KEY

- 100-YEAR FLOODPLAIN
- TOWN OF SMYRNA CITY LIMITS
- RIPARIAN BUFFER ZONE 1
- RIPARIAN BUFFER ZONE 2

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

Kimley»Horn
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Main: (615) 564-2701 | www.kimley-horn.com
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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING

SMYRNA, TENNESSEE

MATTHEW S. HUDSON
REGISTERED
AGRICULTURE
LANDSCAPE ARCHITECT
TENNESSEE NO. 3
7/21/26

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EXISTING CONDITIONS ENLARGEMENT

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KEY

- 100-YEAR FLOODPLAIN
- TOWN OF SMYRNA CITY LIMITS
- RIPARIAN BUFFER ZONE 1
- RIPARIAN BUFFER ZONE 2

ROCKY FORK CREEK

MICHAEL E. & MORGAN THORNHILL
MAP 54 & PARCEL 11.01
BOOK 2121, PAGE 3448
PLAT BOOK 45, PAGE 139
(ZONING: RM (COUNTY)

BOOK 2253, PAGE 3385
PLAT BOOK 45, PAGE 13
(ZONING: RM (COUNT

MAP 54 & PARCEL 15.01
TRACT 5 OF TITLE COMMITMENT
(ZONING: PRD (CITY)

BANKSIDE HOLDIN
MAP 54 & PARCELS 12.01, 1
15.03-15.06, 15.11-15.12
(ZONING: PRD (C
MAP 55A, GROUP B & PA
BOOK 2645, PAGE 2
PLAT BOOK 34, PAGE 222 (
B 00100)
(ZONING: PRD & R

L???
S64°18'15"W 64.58'
S75°03'14"W 332.58'
L???
S46°40'32"W 138.04'
S70°34'51"W 371.22'
S82°14'13"E 567.28'

MATCH LINE / C1-20

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING
SMYRNA, TENNESSEE

MATTHEW S. HIGGINS — REGISTERED — AGRICULTURE — COMMERCE — TENNESSEE NO. 341 — LANDSCAPE ARCHITECT
9/12/25

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KIMLEY-HORN PROJECT NO. 017448004

EXISTING CONDITIONS ENLARGEMENT

SHEET NUMBER
C1-20

Drawing name: K:\FRA_LDEV\017448004 - Bankside\4-CADD\PlanSheets\C1-10 EXISTING CONDITIONS-ENLARGEMENTS.dwg C1-20 Sep 01, 2026 1:00pm by: Adam.Lawrence

MATCH LINE / C1-20

MATCH LINE / C1-30

KAREN SOFFIANTINO
MAP 54 & PARCEL 15.022
BOOK 552, PAGE 373
(ZONING: RM (COUNTY)

EX. 13
INGRESS/EGRESS ESMT
BK 552, PG 377

N72°26'44"W
555.89'

428.65'
S7°13'51"W

MAP 54 & PARCEL 12.01
TRACT 1 OF TITLE
COMMITMENT
(ZONING: PRD (CITY)

(ZONING: PRD & R-3

TOTAL AREA
4,366,934 SQ.FT.
100.251 ACRES

PARCEL 15.22
OF TITLE
MITMENT
PRD (CITY)

MAP 54 & PARCEL 15.03
TRACT 9 OF TITLE
COMMITMENT
(ZONING: PRD (CITY)

AP 54 &
CEL 15.12
CT 10 OF
TITLE
MITMENT
ZONING:
D (CIT

L???

S81°09'46"E
625.52'

LEIF & BIANCA SKARTLAND
MAP 54 & PARCEL 15.19
BOOK 2266, PAGE 3676
(ZONING: RM (COUNTY)

N56°36'12"E
255.55'

56°36'12"E
199.83'

334.18'
S6°51'52"W

MEHOSKY FAMILY LIVING TRUST
MAP 54 & PARCEL 15.15
BOOK 2614, PAGE 2849
(ZONING: R-3 (CITY)

S83°04'55"E
180.00'

45 44 43

S83°04

388.1

QUINTANILLA FIDENCIO VILLAREAL

KEY

- 100-YEAR FLOODPLAIN
- TOWN OF SMYRNA CITY LIMITS
- RIPARIAN BUFFER ZONE 1
- RIPARIAN BUFFER ZONE 2

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING

SMYRNA, TENNESSEE

MATTHEW S. HICKS
REGISTERED
AGRICULTURE
COMMERCE
TENNESSEE NO. 343
LANDSCAPE ARCHITECT
1/21/26

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CHECKED BY: —
DATE: 07/13/2026
KIMLEY-HORN PROJECT NO. 017448004

EXISTING CONDITIONS ENLARGEMENT

SHEET NUMBER
C1-30

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GOEMAAT LIVING TRUST
MAP 51 & PARCEL 21.00
BOOK 2456, PAGE 3248
(ZONING: RM (COUNTY)

CALVIN NEAL SMITH
LINDSEY CAROLINE NICHOLAS
MAP 54 & PARCEL 12.00
BOOK 1968, PAGE 1887
(ZONING: RM (COUNTY)

ROCKY FORK CREEK

N63°15'11"W

388.19'

S89°00'59"W

222.

N19°15'21"W

121.67'

N74°48'37"E

L23

MATCH LINE / C1-40

KEY

- 100-YEAR FLOODPLAIN
- TOWN OF SMYRNA CITY LIMITS
- RIPARIAN BUFFER ZONE 1
- RIPARIAN BUFFER ZONE 2

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

NGS
13.01, 15.01,
2, & 15.22
(CITY)
ARCEL 1.00
2688
(AS TO 055A
R3 (CITY)

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING
SMYRNA, TENNESSEE

MATTHEW S. HUDSON — REGISTERED — AGRICULTURE — COMMERCE — TENNESSEE NO. 3119 — LANDSCAPE ARCHITECT
7/27/26

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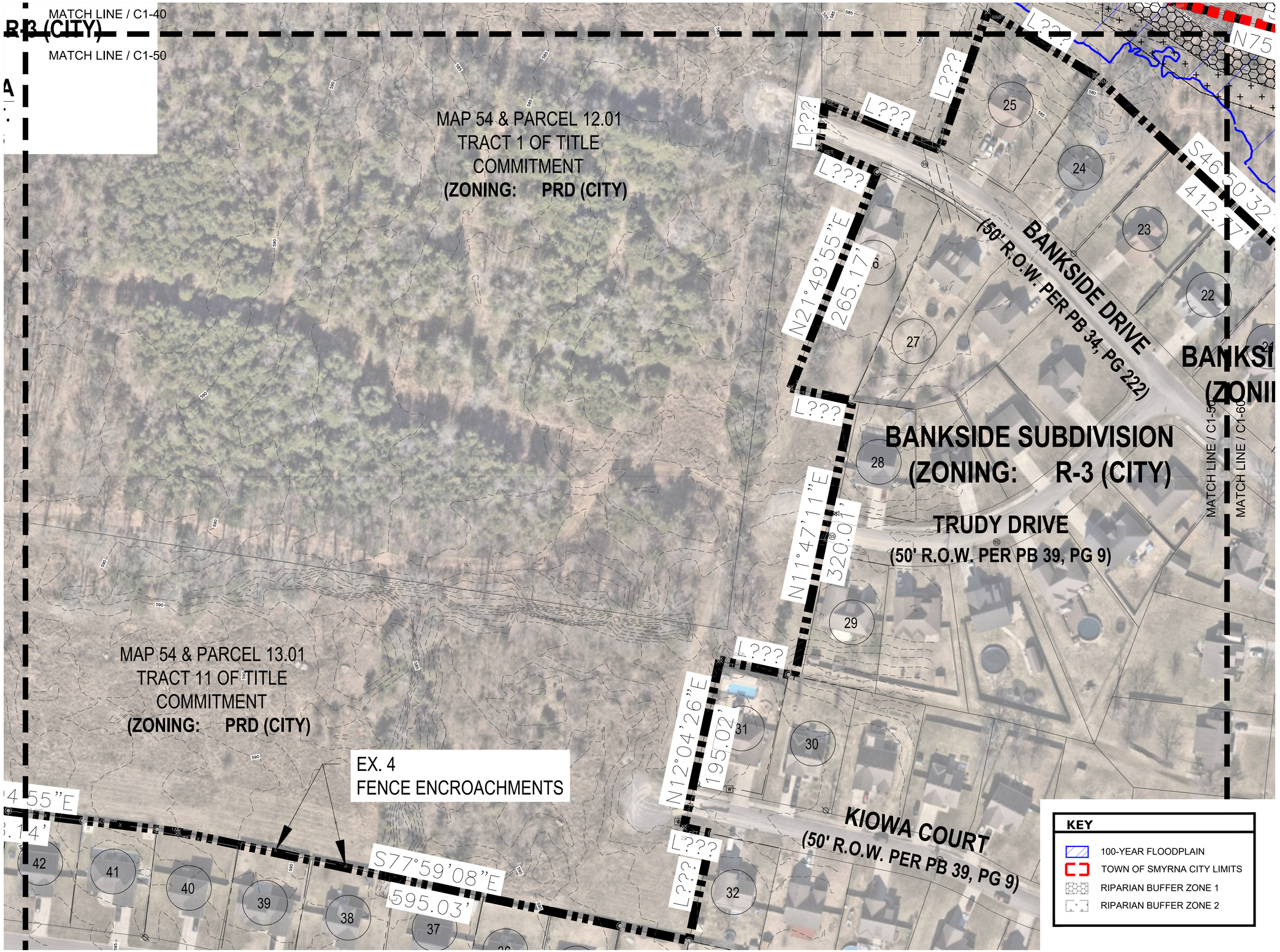
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EXISTING CONDITIONS ENLARGEMENT

SHEET NUMBER
C1-40

Drawing name: K:\FRA_LDEV\017448004 - Bankside\4-CADD\PlanSheets\C1-10 EXISTING CONDITIONS-ENLARGEMENTS.dwg C1-40 Sep 01, 2026 1:01pm by: Adam.Lawrence

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING
SMYRNA, TENNESSEE

MATTHEW S. HUDSON
LICENSED
AGRICULTURE
LANDSCAPE ARCHITECT
TENNESSEE NO. 3412
COMMERCE
6/12/26

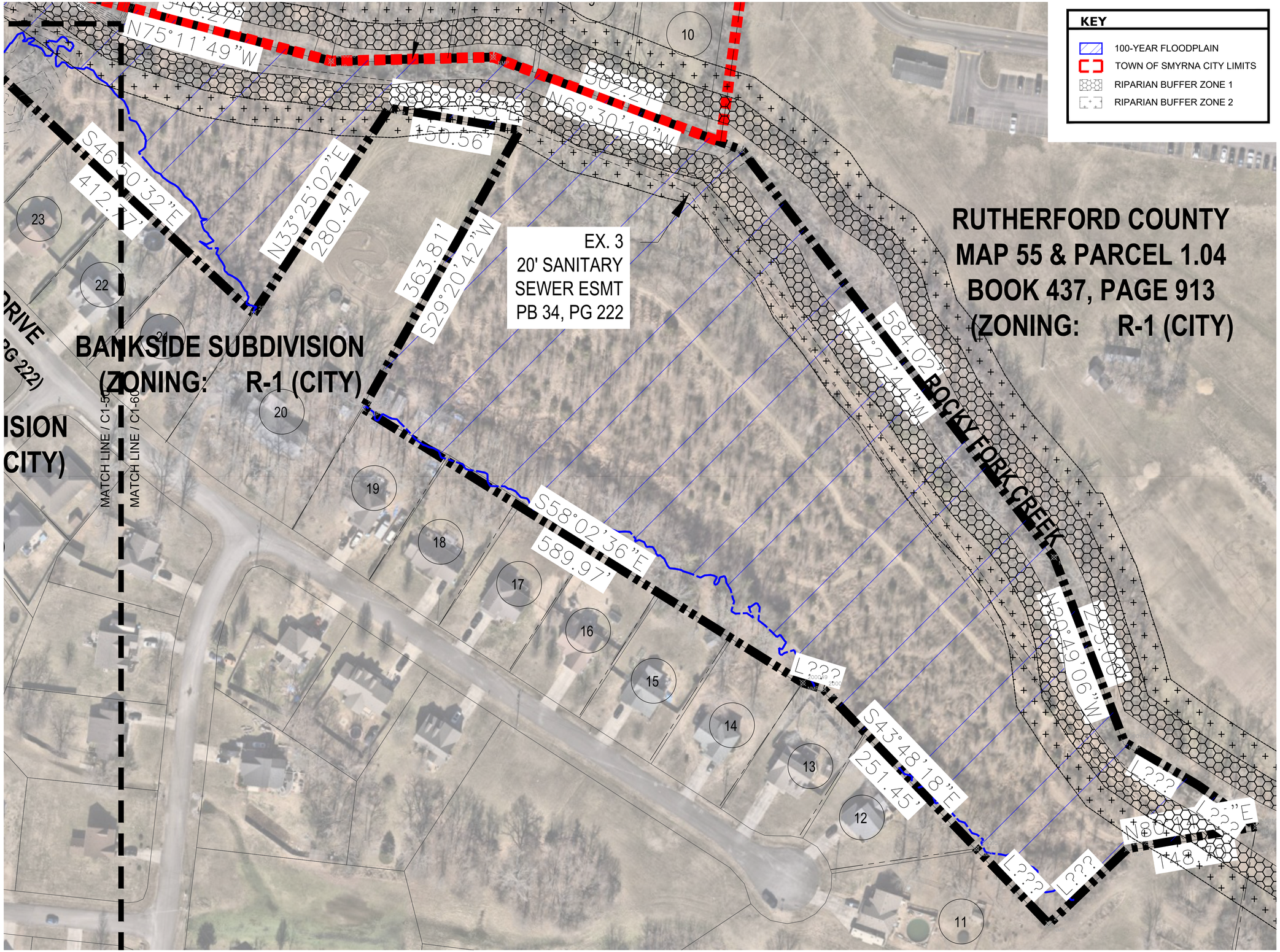
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KIMLEY-HORN PROJECT NO. 017448004

EXISTING CONDITIONS ENLARGEMENT

SHEET NUMBER
C1-50

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GRAPHIC SCALE IN FEET
0 25 50 100

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING

SMYRNA, TENNESSEE

MATTHEW S. HIX
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE NO. [illegible]
7/13/26

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DATE: 07/13/2026
KIMLEY-HORN PROJECT NO. 017448004

EXISTING CONDITIONS ENLARGEMENT

SHEET NUMBER
C1-60

SITE DATA TABLE

PROJECT NAME:	THE ENCORE AT ROCKY FORK
ADDRESS:	BANKSIDE DRIVE
CITY:	SMYRNA
COUNTY:	RUTHERFORD
STATE:	TENNESSEE
TOTAL ACREAGE OF SITE:	±100.25 ACRES
TOTAL SQUARE FOOTAGE OF SITE:	4,366,936 SF
EXISTING ZONING:	PRD R-3
PROPOSED ZONING:	PRD
EXISTING DENSITY:	2.47 DUA
PROPOSED DENSITY:	2.02 DUA
APPLICANT:	KIMLEY-HORN & ASSOCIATES
ADDRESS:	4031 ASPEN GROVE DRIVE, SUITE 200 FRANKLIN, TN 37067
PHONE:	615-314-5659
EMAIL:	MATT.HUFF@KIMLEY-HORN.COM
CONTACT NAME:	MATT HUFF, P.L.A
TOTAL LOTS:	202 LOTS
50' SINGLE FAMILY:	113 LOTS
60' SINGLE FAMILY:	89 LOTS
OPEN SPACE REQUIRED:	15.04 AC(15%)
OPEN SPACE PROVIDED:	52.62 AC (52%)
IMPROVED OPEN SPACE REQUIRED:	4.51 AC (30% OF PROVIDED)
IMPROVED OPEN SPACE PROVIDED:	4.81 AC (107% OF PROVIDED)

KEY

- 50' LOTS
- 60' LOTS
- RIPARIAN BUFFER ZONE 1
- RIPARIAN BUFFER ZONE 2
- 100-YEAR FLOODPLAIN
- TOWN OF SMYRNA CITY LIMITS
- SIGN LOCATION
- MAIL KIOSK
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED STORMWATER LINE

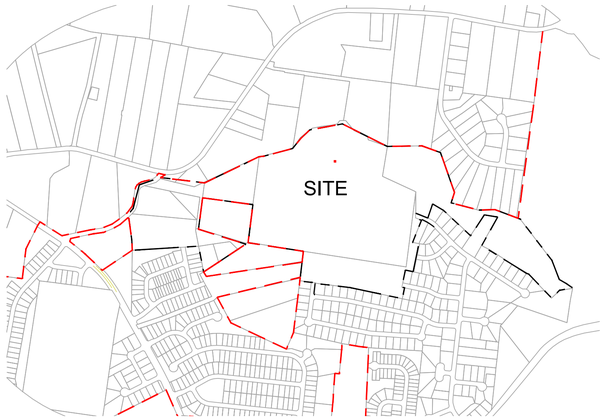
LOT TIERS		
6,650 SF-9,000 SF	168 Lots	83%
9,000 SF - 11,000 SF	27 Lots	13%
11,000 SF or Greater	7 Lots	4%

LOT TIER VARIANCE

We respectfully request a variance or modification from the lot-size tier requirements contained in Section 4.073 of the Zoning Ordinance. While we recognize that 4.073.2 may be intended as a specific standard applicable to planned developments containing 25 or more single-family dwellings, its prescribed minimum lot sizes significantly restrict the flexibility established in 4.073.1.

Requiring minimum lot sizes of 7,000, 9,000, and 11,000 square feet, together with mandatory percentages for each tier, effectively establishes minimum lot-size requirements for larger planned developments notwithstanding the general provision that no minimum lot size is required. We believe the objectives of the ordinance can be achieved more effectively by evaluating the proposed development based on its restriction to active adult product and its overall design, density, open space, connectivity, streetscape, and compatibility with surrounding development rather than requiring compliance with predetermined lot-size tiers.

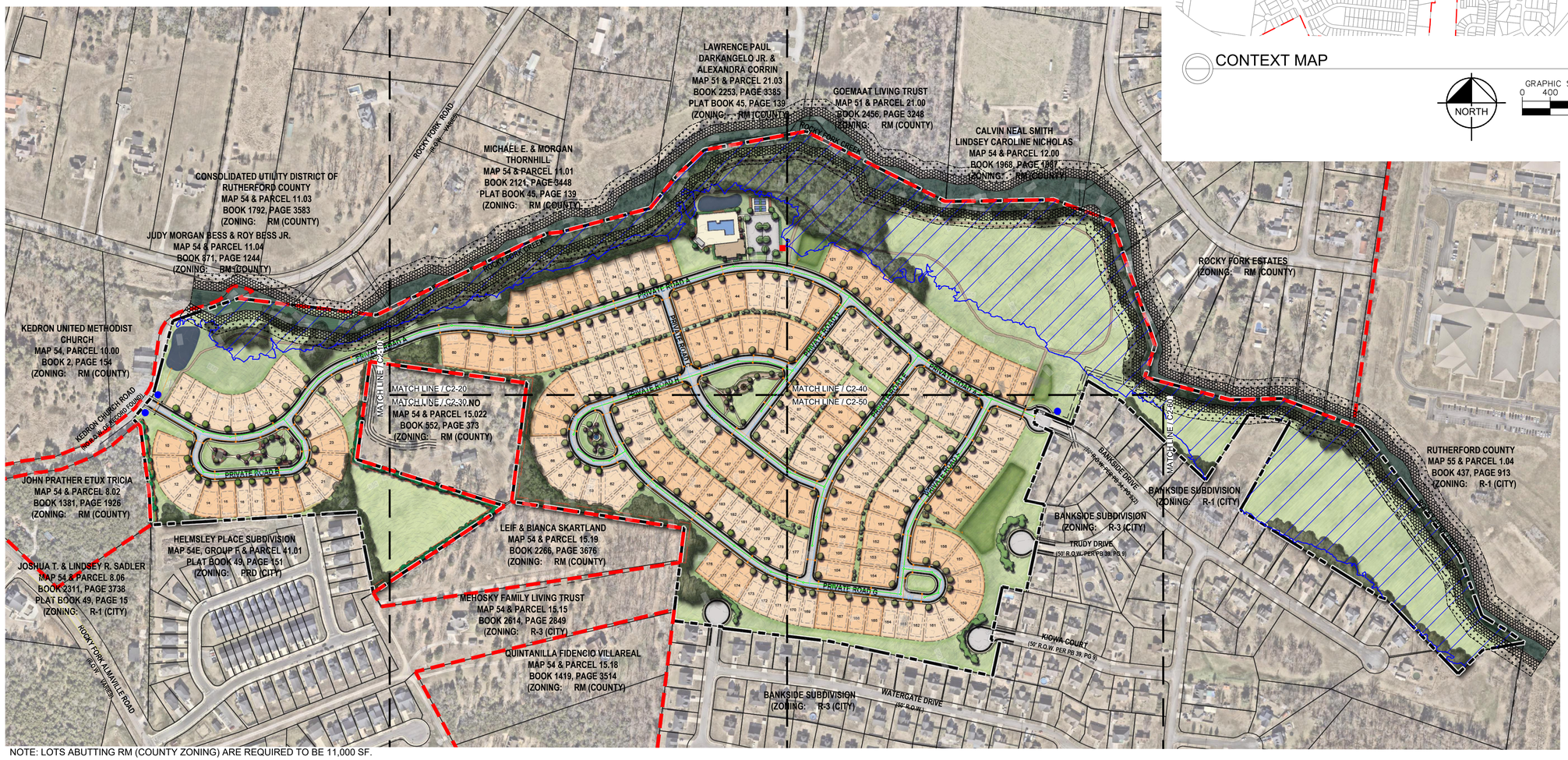
Accordingly, we request approval of a variance or modification allowing the proposed planned development to utilize the lot sizes reflected in the proposed plan while otherwise complying with the intent and applicable requirements of this section.



CONTEXT MAP

NORTH

GRAPHIC SCALE IN FEET
0 400 800 1600



NOTE: LOTS ABUTTING RM (COUNTY ZONING) ARE REQUIRED TO BE 11,000 SF.

The Encore at Rocky Fork Development Plan Revision Narrative

The Encore at Rocky Fork is a proposed residential community located within the remaining undeveloped portion of a previously approved planned residential development (PRD) in the Town of Smyrna. The subject property consists of approximately 100 acres and is proposed to be developed as an age-restricted community designed exclusively for residents age 55 and older.

The community is planned to include 202 detached single-family residences on a mix of 50-foot and 60-foot-wide lots, resulting in an overall density of approximately 2.02 dwelling units per acre. The development is envisioned as a high-quality residential neighborhood that provides housing opportunities for active adults seeking to downsize, simplify maintenance responsibilities, and remain within the Smyrna community as their housing needs evolve.

The overall site design emphasizes walkability, accessibility, open space preservation, and opportunities for social interaction. A thoughtfully planned internal street network will provide access throughout the community while connecting residents to amenities, recreational opportunities, and open space areas. The neighborhood has been designed to foster an engaging living environment that supports active lifestyles and aging in place.

A central amenity complex will serve as the focal point of the community and is planned to include a clubhouse, swimming pool, pool house, and pickleball facilities. In addition, residents will have access to a network of walking trails, pocket parks, and preserved open space areas distributed throughout the development. These amenities are intended to promote wellness, recreation, and neighborhood connectivity while preserving and highlighting the site's natural features.

As the final phase of a larger PRD, the proposed neighborhood has been intentionally designed as a distinct residential enclave. An emergency access connection is proposed to Bankside Drive to provide public safety access and emergency response connectivity; however, no regular vehicular connections are proposed between this age-restricted community and the previously developed portions of the PRD. Street connections contemplated under prior development plans terminate in landscaped cul-de-sacs and buffered open space areas, providing a clear transition between neighborhoods while maintaining compatibility with the surrounding development pattern.

The Encore at Rocky Fork will provide a unique housing option within Smyrna's residential market by offering an age-restricted community tailored to the needs of active adult residents. Through its combination of single-family housing, high-quality amenities, preserved open space, and intentional site design, the community will provide a desirable residential environment that contributes to the diversity of the town's housing inventory while complementing the character of the surrounding area.

GRAPHIC SCALE IN FEET
0 100 200 400

NORTH

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING

SMYRNA, TENNESSEE

MATTHEW S. HUFF
REGISTERED
Matthew S. Huff
7/21/26
AGENT FOR THE COMMERCE
TENNESSEE NO. 3119
LANDSCAPE ARCHITECT

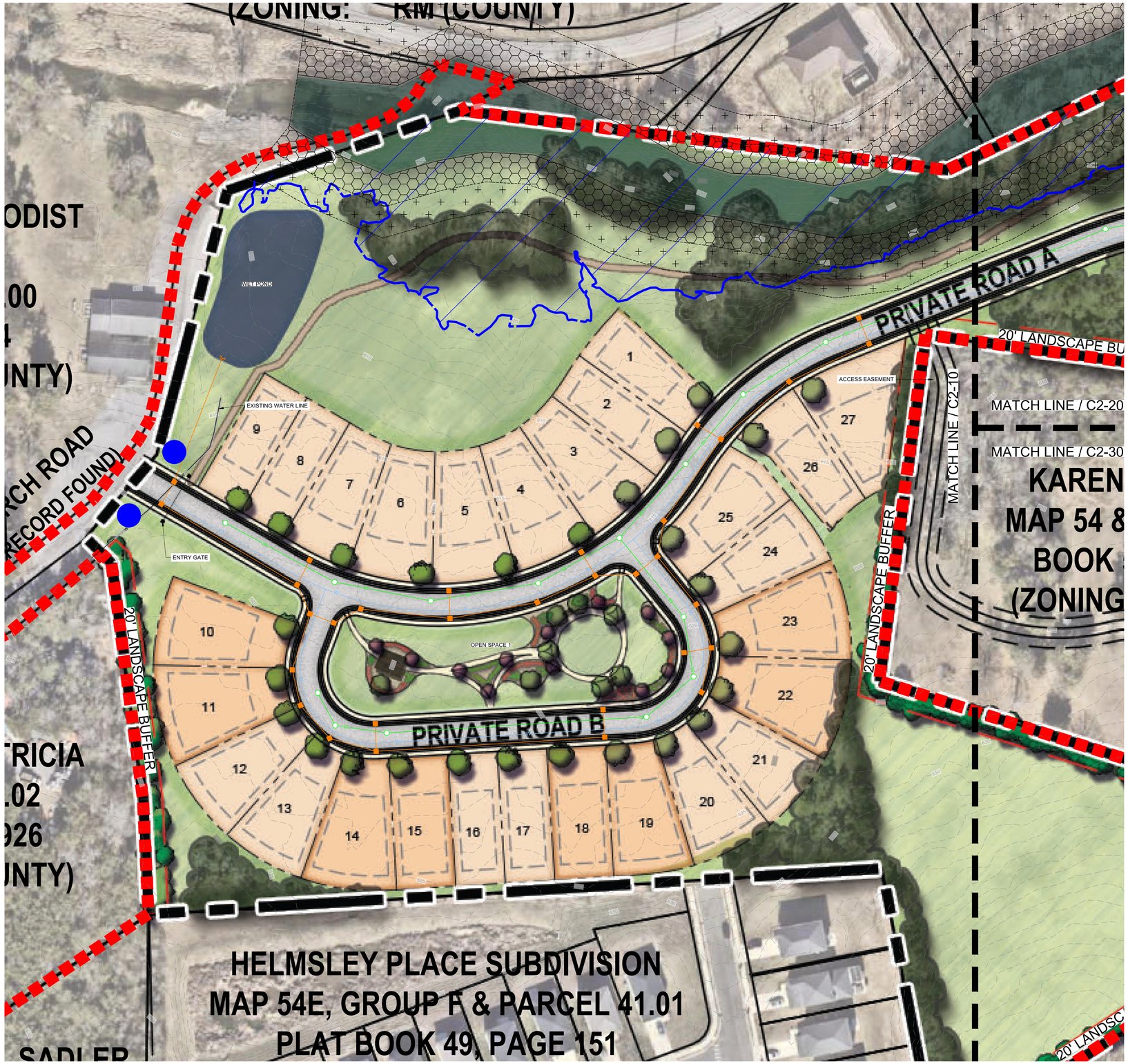
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KIMLEY-HORN PROJECT NO. 017448004

CONCEPTUAL MASTER PLAN

SHEET NUMBER
C2-00

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NOTE: LOTS ABUTTING RM (COUNTY ZONING) ARE REQUIRED TO BE 11,000 SF.

SITE DATA TABLE	
PROJECT NAME:	THE ENCORE AT ROCKY FORK
ADDRESS:	BANKSIDE DRIVE
CITY:	SMYRNA
COUNTY:	RUTHERFORD
STATE:	TENNESSEE
TOTAL ACREAGE OF SITE:	±100.25 ACRES
TOTAL SQUARE FOOTAGE OF SITE:	4,366,936 SF
EXISTING ZONING:	PRD R-3
PROPOSED ZONING:	PRD
EXISTING DENSITY:	2.47 DUA
PROPOSED DENSITY:	2.02 DUA
APPLICANT:	KIMLEY-HORN & ASSOCIATES
ADDRESS:	4031 ASPEN GROVE DRIVE, SUITE 200 FRANKLIN, TN 37067
PHONE:	615-314-5659
EMAIL:	MATT.HUFF@KIMLEY-HORN.COM
CONTACT NAME:	MATT HUFF, P.L.A
TOTAL LOTS:	202 LOTS
50' SINGLE FAMILY:	113 LOTS
60' SINGLE FAMILY:	89 LOTS
OPEN SPACE REQUIRED:	15.04 AC(15%)
OPEN SPACE PROVIDED:	52.62 AC (52%)
IMPROVED OPEN SPACE REQUIRED:	4.51 AC (30% OF PROVIDED)
IMPROVED OPEN SPACE PROVIDED:	4.81 AC (107% OF PROVIDED)

KEY

- 50' LOTS
- 60' LOTS
- RIPARIAN BUFFER ZONE 1
- RIPARIAN BUFFER ZONE 2
- 100-YEAR FLOODPLAIN
- TOWN OF SMYRNA CITY LIMITS
- SIGN LOCATION
- MAIL KIOSK
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED STORMWATER LINE

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING
SMYRNA, TENNESSEE

MATTHEW S. HUFF
REGISTERED
TENNESSEE
9/2/26
LANDSCAPE ARCHITECT

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DATE: 07/13/2026
KIMLEY-HORN PROJECT NO. 017448004

ENLARGED CONCEPTUAL MASTER PLAN

SHEET NUMBER
C2-10

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BOOK 2253, PAGE 3385
PLAT BOOK 45, PAGE 139
(ZONING: RM (COUNTY)

ICHAEL E. & MORGAN
THORNHILL
AP 54 & PARCEL 11.01
OOK 2121, PAGE 3448
AT BOOK 45, PAGE 139
ONING: RM (COUNTY)

ROCKY FORK CREEK

WETPOND

AMENITY AREA

PRIVATE ROAD A

PRIVATE ROAD C

PRIVATE ROAD H

OPEN SPACE 3

20' LANDSCAPE BUFFER

MATCH LINE / C2-20

NOTE: LOTS ABUTTING RM (COUNTY ZONING) ARE REQUIRED TO BE 11,000 SF.

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING
SMYRNA, TENNESSEE

MATTHEW S. HUFF
REGISTERED
LANDSCAPE ARCHITECT
9/2/26
TENNESSEE NO. 3119

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ENLARGED CONCEPTUAL MASTER PLAN

SHEET NUMBER
C2-20

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MATCH LINE / C2-20

MATCH LINE / C2-30

KAREN SOFFIANTINO
MAP 54 & PARCEL 15.022
BOOK 552, PAGE 373
(ZONING: RM (COUNTY)

PRIVATE ROAD H

OPEN SPACE 3

OPEN SPACE 2

20' LANDSCAPE BUFFER

20' LANDSCAPE BUFFER

LEIF & BIANCA SKARTLAND
MAP 54 & PARCEL 15.19
BOOK 2266, PAGE 3676
(ZONING: RM (COUNTY)

G TRUST
5.15
849
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A FIDENCIO VILLAREAL

PROPOSED PUBLIC ROW

SITE DATA TABLE	
PROJECT NAME:	THE ENCORE AT ROCKY FORK
ADDRESS:	BANKSIDE DRIVE
CITY:	SMYRNA
COUNTY:	RUTHERFORD
STATE:	TENNESSEE
TOTAL ACREAGE OF SITE:	±100.25 ACRES
TOTAL SQUARE FOOTAGE OF SITE:	4,366,936 SF
EXISTING ZONING:	PRD R-3
PROPOSED ZONING:	PRD
EXISTING DENSITY:	2.47 DUA
PROPOSED DENSITY:	2.02 DUA
APPLICANT:	KIMLEY-HORN & ASSOCIATES
ADDRESS:	4031 ASPEN GROVE DRIVE, SUITE 200 FRANKLIN, TN 37067
PHONE:	615-314-5659
EMAIL:	MATT.HUFF@KIMLEY-HORN.COM
CONTACT NAME:	MATT HUFF, P.L.A
TOTAL LOTS:	202 LOTS
50' SINGLE FAMILY:	113 LOTS
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OPEN SPACE PROVIDED:	52.62 AC (52%)
IMPROVED OPEN SPACE REQUIRED:	4.51 AC (30% OF PROVIDED)
IMPROVED OPEN SPACE PROVIDED:	4.81 AC (107% OF PROVIDED)

KEY

- 50' LOTS
- 60' LOTS
- RIPARIAN BUFFER ZONE 1
- RIPARIAN BUFFER ZONE 2
- 100-YEAR FLOODPLAIN
- TOWN OF SMYRNA CITY LIMITS
- SIGN LOCATION
- MAIL KIOSK
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED STORMWATER LINE

NOTE: LOTS ABUTTING RM (COUNTY ZONING) ARE REQUIRED TO BE 11,000 SF.

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING

SMYRNA, TENNESSEE

MATTHEW S. HUFF — TENNESSEE — REGISTERED AGRICULTURE — 9/2/26 — COMMERCE — TENNESSEE NO. 1422 — LANDSCAPE ARCHITECT

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DRAWN BY: ___
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DATE: 07/13/2026
KIMLEY-HORN PROJECT NO. 017448004

ENLARGED CONCEPTUAL MASTER PLAN

SHEET NUMBER
C2-30

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GOEMAAT LIVING TRUST
MAP 51 & PARCEL 21.00
BOOK 2456, PAGE 3248
(ZONING: RM (COUNTY)

CALVIN NEAL SMITH
LINDSEY CAROLINE NICHOLAS
MAP 54 & PARCEL 12.00
BOOK 1968, PAGE 1887
(ZONING: RM (COUNTY)

ROCKY FORK CREEK

STORMWATER AREA

PRIVATE ROAD D

PRIVATE ROAD E

EXISTING SEWER LINE

STORMWATER AREA

MATCH LINE / C2-40

NOTE: LOTS ABUTTING RM (COUNTY ZONING) ARE REQUIRED TO BE 11,000 SF.

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

SITE DATA TABLE

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- SIGN LOCATION
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- PROPOSED STORMWATER LINE

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING
SMYRNA, TENNESSEE

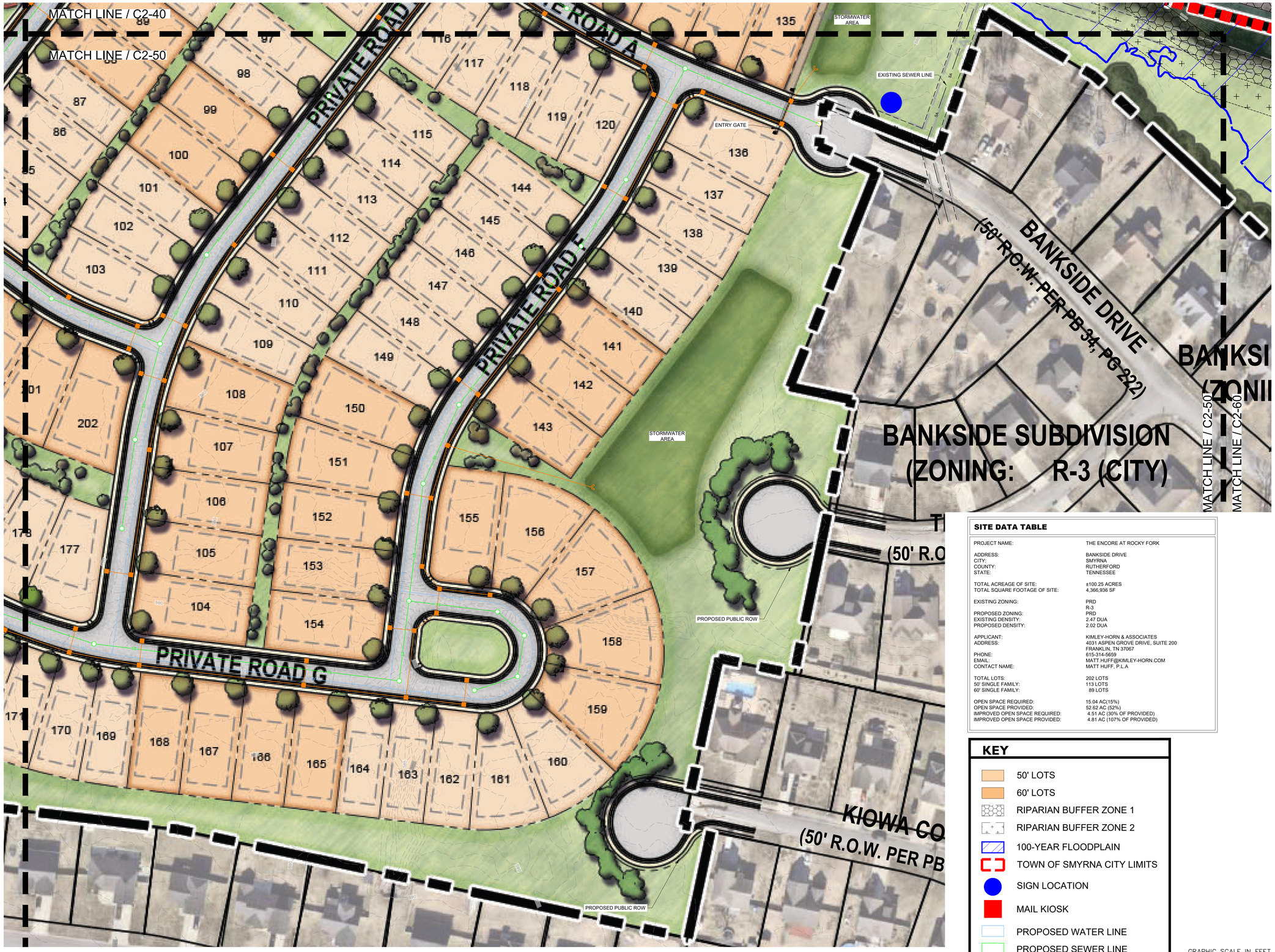
MATTHEW S. HUFF
REGISTERED
LANDSCAPE ARCHITECT
STATE OF TENNESSEE
No. 3412
9/12/25

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KIMLEY-HORN PROJECT NO. 017448004

ENLARGED CONCEPTUAL MASTER PLAN

SHEET NUMBER
C2-40



NOTE: LOTS ABUTTING RM (COUNTY ZONING) ARE REQUIRED TO BE 11,000 SF.

SITE DATA TABLE

PROJECT NAME:	THE ENCORE AT ROCKY FORK
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COUNTY:	RUTHERFORD
STATE:	TENNESSEE
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- TOWN OF SMYRNA CITY LIMITS
- SIGN LOCATION
- MAIL KIOSK
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED STORMWATER LINE

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING

SMYRNA, TENNESSEE

MATTHEW S. HUFF — REGISTERED — AGRICULTURE — ENGINEER — LANDSCAPE ARCHITECT — TENNESSEE NO. 125

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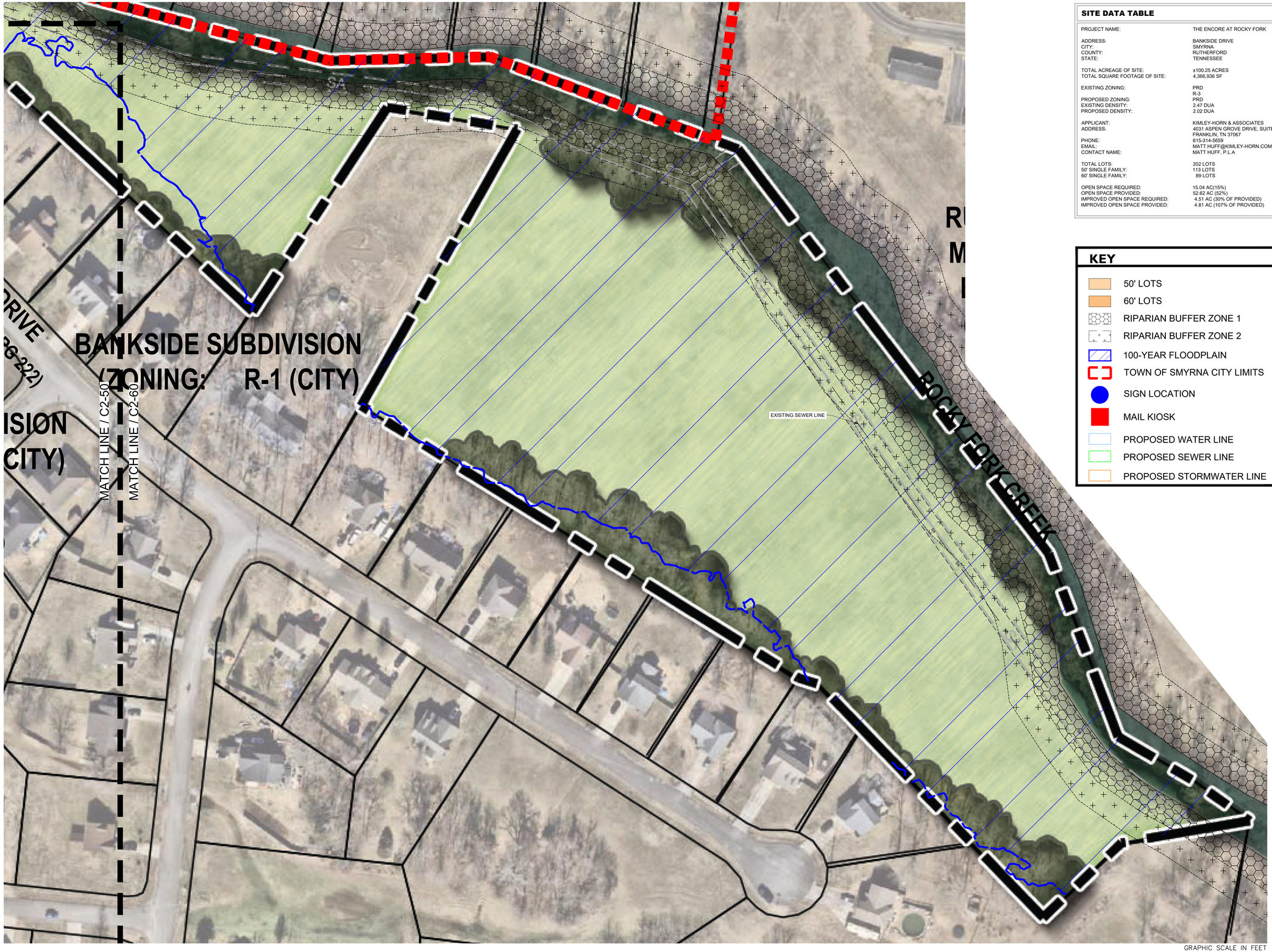
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ENLARGED CONCEPTUAL MASTER PLAN

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GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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- 60' LOTS
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- RIPARIAN BUFFER ZONE 2
- 100-YEAR FLOODPLAIN
- TOWN OF SMYRNA CITY LIMITS
- SIGN LOCATION
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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING
SMYRNA, TENNESSEE

MATTHEW S. HUFF
TENNESSEE REGISTERED
AGRICULTURE
9/12/26
COMMERCE
TENNESSEE NO. 1417
LANDSCAPE ARCHITECT

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DATE: 07/13/2026
KIMLEY-HORN PROJECT NO. 017448004

ENLARGED CONCEPTUAL MASTER PLAN

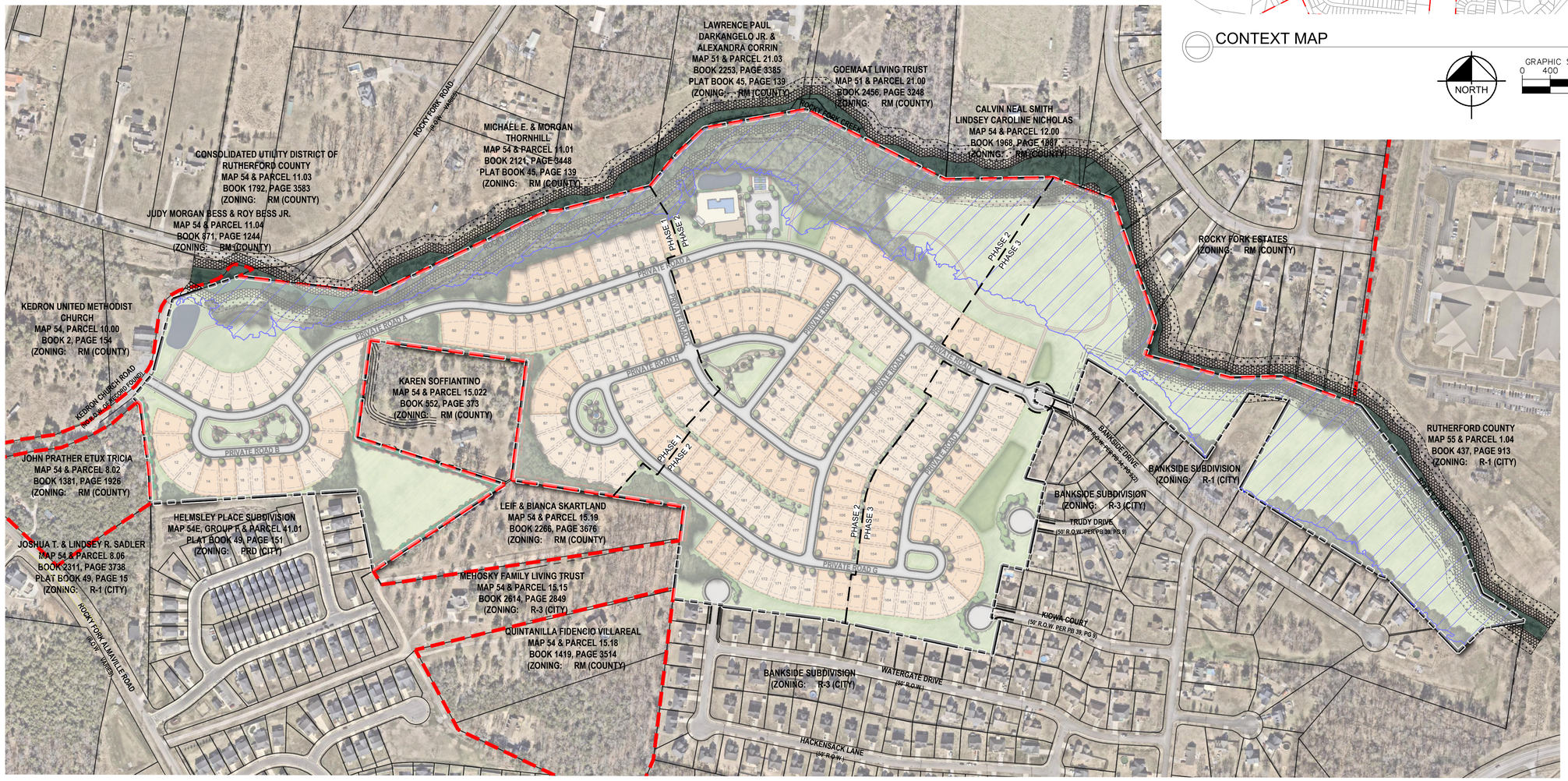
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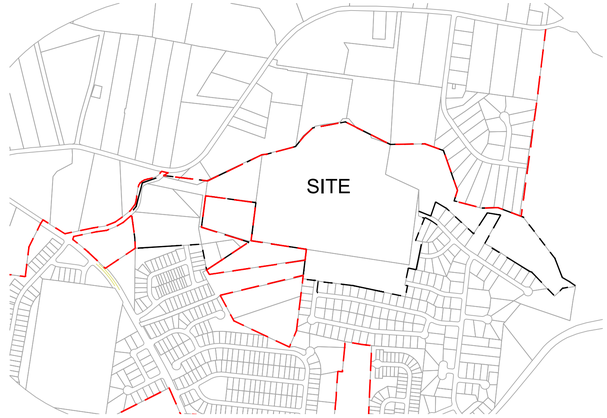
PHASING PLAN TAKE DOWN CHART

PHASE 1		
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	60' MIN. LOT WIDTH	29
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	47
TOTAL UNITS		76

PHASE 2		
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	60' MIN. LOT WIDTH	40
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	47
TOTAL UNITS		87

PHASE 3		
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	60' MIN. LOT WIDTH	20
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	19
TOTAL UNITS		39





CONTEXT MAP

GRAPHIC SCALE IN FEET
0 400 800 1600
NORTH

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING

SMYRNA, TENNESSEE

MATTHEW S. SHIPP
REGISTERED
TENNESSEE
AGENT FOR THE
9/2/26
COMMERCE
TENNESSEE NO. 3119
LANDSCAPE ARCHITECT

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DATE: 07/13/2026
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PHASING PLAN

SHEET NUMBER
C3-00

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ADDRESS:	BANKSIDE DRIVE
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STATE:	TENNESSEE
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APPLICANT:	KIMLEY-HORN & ASSOCIATES
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KEY

- 50' LOTS
- 60' LOTS
- PROVIDED OPEN SPACE
- IMPROVED OPEN SPACE
- 100-YEAR FLOODPLAIN
- TOWN OF SMYRNA CITY LIMITS
- RIPARIAN BUFFER ZONE 1
- RIPARIAN BUFFER ZONE 2

COMMUNITY CHARACTER IMAGES



CLUBHOUSE



CLUBHOUSE AND POOL



TRAIL



PICKLEBALL



WALKING PATH



POND



GRAPHIC SCALE IN FEET
0 100 200 400

NORTH

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SMYRNA, TENNESSEE

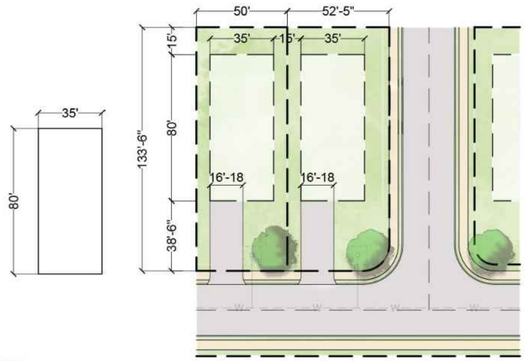
MATTHEW S. HUFF — REGISTERED — TENNESSEE — AGRICULTURE — COMMERCE — LANDSCAPE ARCHITECT — TENNESSEE NO. 111.1 — 12/31/26

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KIMLEY-HORN PROJECT NO. 017448004

OPEN SPACE PLAN

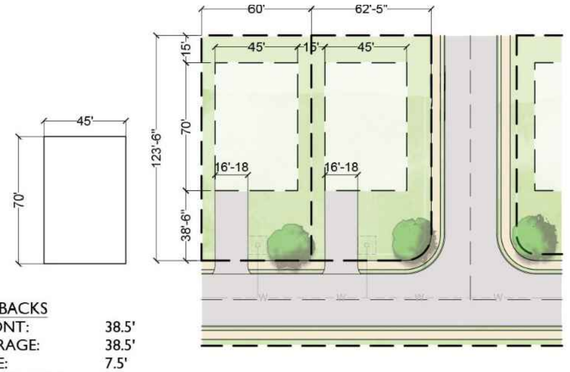
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C4-00



SETBACKS

FRONT:	38.5'
GARAGE:	38.5'
SIDE:	7.5'
SIDE STREET:	10'
REAR:	15'

50' TYPICAL LOT DIAGRAM
MINIMUM LOT SIZE: 6,675 SF
MINIMUM HOUSE SIZE: 1,600 SF



SETBACKS

FRONT:	38.5'
GARAGE:	38.5'
SIDE:	7.5'
SIDE STREET:	10'
REAR:	15'

60' TYPICAL LOT DIAGRAM
MINIMUM LOT SIZE: 7,410 SF
MINIMUM HOUSE SIZE: 2,400 SF







TYPICAL ARCHITECTURE







TYPICAL ARCHITECTURE







TYPICAL ARCHITECTURE







TYPICAL ARCHITECTURE



TYPICAL ARCHITECTURE

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THE ENCORE AT ROCKY FORK SUBDIVISION PRD REVISION AND REZONING

SMYRNA, TENNESSEE

MATTHEW S. HIGH — REGISTERED — TENNESSEE — COMMERCE — LANDSCAPE ARCHITECT
AGENT FOR THE FIRM
9/2/26

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KIMLEY-HORN PROJECT NO. 017448004

TYPICAL ARCHITECTURE

SHEET NUMBER
A1-00

David Weekley Homes - Rezoning Request to amend an existing PRD and to rezone a parcel from R-3 to PRD

Tax Map 54, Parcels 12.01, 13.01, 15.01, 15.03, 15.04, 15.05, 15.06, 15.11, 15.12, and 15.22, as well as Tax Map 55A, Group B, Parcel 1.00, owned by Bankside Holdings and requested by David Weekley Homes.

Bordered on the north by Tax Map 54, Parcel 11.04, owned by Roy Bess, Jr. and Judy Bess Morgan, Parcel 11.03, owned by Consolidated Utility District of Rutherford County, Parcel 11.01, owned by Michael E. and Morgan Thornhill, Tax Map 51, Parcel 21.03, owned by Lawrence Paul Darkangelo, Jr., and Corrin Alexandra Darkangelo, Parcel 21.00, owned by the Goemaat Living Trust, Tax Map 54, Parcel 12.00, owned by Calvin Neal Smith and Lindsey Caroline Nicholas, the Rocky Fork Estates neighborhood, and Tax Map 55, Parcel 1.04, owned by Rutherford County; on the east by the Bankside neighborhood; on the south and west by the Bankside neighborhood, Tax Map 54, Parcel 15.18, owned by Fidencio Villarreal Quintanilla, Parcel 15.15, owned by the Mehoskey Family Living Trust, Parcel 15.19, owned by Leif and Bianca Nichole Skartland, Parcel 15.02, owned by Karen Soffiantino, the Helmsley Place neighborhood, Tax Map 54, Parcel 8.02, owned by John and Tricia Prather, and the right-of-way of Kedron Church Road.

Area requested to have the PRD and be rezoned from R-3 to PRD contains approximately 100.25 acres.

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 7.b.
Department: Information Systems
Date: September 8, 2026

Subject:
Consideration of a Resolution authorizing the implementation of an Artificial Intelligence Policy to govern AI tools and use by Town employees and contractors.

Fiscal Impact:
None

Contract Type:

Contract Term (if applicable):
NA

Background:
The Town Manager and Director of Information Services identified the need for an AI Policy to help direct and guide the use of AI tools by Town employees or contractors.

Summary:
This policy was a collaborative effort of the Town Manager, Assistant Town Manager, Town Attorney and Director of Information Services. This policy is intended to guide the use of AI tools by Town employees and contractors. The policy Core Principles include:

- Transparency and Public Disclosure
- Privacy First and Data Protection
- Human Accountability and Oversight
- Equity, Fairness, and Non-Discrimination

Training has been identified for all employees that will ensure their ability to understand and comply with the policy. We have partnered with MTAS to create a custom curriculum for our employees utilizing the K@TE online training system. As AI is a rapidly changing, an annual review will be mandated.

Recommended Council Action:
Staff recommends approval of this resolution authorizing the implementation of this policy.

Attachments:

1. Town of Smyrna AI Policy
2. Town of Smyrna AI Impact Assessment (AIIA)
3. AI Policy Overview

Town of Smyrna

Artificial Intelligence (AI) Usage Policy

Policy Review and Revision Log

Recognizing the rapid evolution of Artificial Intelligence technologies, this policy will be subject to mandatory, annual review to ensure its continued relevance, effectiveness, and alignment with current legal and ethical standards.

Revision Date	Version	Summary of Changes	Approved By
April 15, 2026	Draft	Initial Document	Town Manager / ITS Director / Town Attorney
TBD	1.0	Adopted Policy	Town Council

DRAFT

Drafted with the assistance of Google Gemini. Content reviewed, verified, and approved by Town Information Technology Services staff and the Town Attorney.

Town of Smyrna

Artificial Intelligence (AI) Usage Policy

1. Purpose

The Town of Smyrna stands at the forefront of leveraging technological advancements to enhance the quality of life for its residents. We recognize that Artificial Intelligence (AI) and, specifically, Generative AI (GenAI) models (Including but not limited to large language models, image generators, and coding assistants) possess transformative potential to streamline municipal services, significantly increase operational efficiency across all departments, and provide superior, data-informed support to the community.

This policy establishes a governance framework to guide the prudent adoption and use of AI technology by all Town employees and contracted personnel, ensuring that innovation is pursued without compromising public trust, privacy, or adherence to state and local laws.

2. Scope

This policy is universal and applies to every individual conducting Town-related business who utilizes AI tools, regardless of employment status. This includes:

- All Town of Smyrna full-time, part-time, and temporary employees.
- Contractors, consultants, and third-party vendors working on behalf of the Town.
- Volunteers engaged in Town-sanctioned activities.

The policy governs the use of both highly specialized, function-specific AI systems (e.g., predictive maintenance software, data analytics platforms) and general-purpose Generative AI tools accessible via the public internet (e.g., ChatGPT, Google Gemini, DALL-E, etc.). Gemini shall be the Town's primary AI tool within the Google Enterprise Suite. The use of other AI tools shall be governed by this policy. The Town will maintain an “Approved AI Tools List” identifying:

- Approved tools (enterprise-supported)
- Conditionally approved tools (limited use)
- Prohibited tools

Compliance is mandatory for the use of any AI tool in any official capacity.

DRAFT

3. Core Principles

All AI usage within the Town of Smyrna must strictly adhere to the following principles:

- **Transparency and Public Disclosure:** The public has the right to know when AI is used in official outputs. Public-facing content where AI has materially contributed to drafting, analysis, or content creation must include disclosure, as identified in section 4 B.2.
- **Privacy First and Data Protection:** Protecting the confidentiality, integrity, and availability of Town data, especially Personally Identifiable Information (PII), confidential business information, and protected health information, is paramount. AI tools must never be used in a manner that jeopardizes this core responsibility.
- **Human Accountability and Oversight:** AI serves as an augmentative tool, not a substitute for human professional judgment, expertise, or legal accountability. A qualified human professional, defined as the "human in the loop," must review, validate, and ultimately take full legal and ethical responsibility for all AI-generated outputs before they are acted upon or released externally.
    a. A designated staff member must:
        i. Review outputs for accuracy and completeness
        ii. Validate sources where applicable
        iii. Accept responsibility for final use
    b. Minimum Review Standard (required):
        i. Accuracy verified
        ii. Sources validated (if applicable)
        iii. Bias or unintended outcomes considered
        iv. Legal/policy implications reviewed
- **Equity, Fairness, and Non-Discrimination:** Users are required to be vigilant and proactively guard against algorithmic bias, which can unintentionally or intentionally perpetuate systemic discrimination or lead to inequitable outcomes in resource allocation, service delivery, or decision-making processes.

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Town of Smyrna

Artificial Intelligence (AI) Usage Policy

4. Usage Guidelines

A. Data Privacy and Public Records

1. Public Record Awareness and Retention: Users must operate under the assumption that every prompt, data input, query, or file uploaded into a publicly accessible AI tool constitutes a potential public record, subject to discovery and retention requirements under Tennessee state law. AI interactions may be subject to Tennessee public records laws depending on their use, storage, and relation to official business. Employees should exercise caution consistent with existing records retention policies. Therefore, operate under the assumption that every prompt, data input, query, or file uploaded into a publicly accessible AI tool constitutes a potential public record, subject to discovery and retention requirements under Tennessee state law.
2. **Strict Prohibition of Confidential Data:** Users are **strictly prohibited** from entering, pasting, or uploading any non-public, confidential, proprietary, or sensitive information into any AI system that has not been explicitly vetted, secured, and hosted on a Town-controlled or Town-approved environment for handling such data. This includes, but is not limited to:
    a. Personally identifiable information (PII) - Social security numbers, driver's license numbers, or dates of birth.
    b. Active legal strategy or details of ongoing litigation.
    c. Unreleased procurement or bidding information.
    d. Non-public personnel or medical records.
    e. CJIS information.
3. **Account Management and Data Governance:** To ensure accurate data retention, legal compliance, and account security, all AI services utilized for Town business must be accessed using Town-issued accounts and comply with Town IT security policies.

B. Accuracy and Verification

1. **Mandatory Fact-Checking:** Users must be keenly aware that Generative AI models are prone to "hallucinations"; generating information that is confidently presented but factually incorrect, false, or fabricated. Users **must** verify all AI-generated content against reliable sources prior to use..
2. **Required Citation and Attribution:** Any AI-generated content (including text drafts, summary reports, images, or multimedia) that is used in a public-facing Town document or communication **must** be clearly and conspicuously cited. A standard citation format should be employed.

    Example - *“Drafted with the assistance of [AI Tool Name/Version]. Content reviewed, verified, and approved by Town staff in the [Department Name].*

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C. Prohibited Uses

A. Prohibited Uses (No Exceptions)

AI shall NOT be used to:

1. Make final decisions regarding hiring, firing, and employee performance or discipline
2. Determine eligibility for public services, benefits, or assistance without human review
3. Independent, unmonitored decision-making within law enforcement, emergency response, or critical infrastructure systems (e.g., water, traffic control, power grids).
4. Generating or writing production-level code or scripts for Town Information Technology Services systems without a mandatory, independent security audit and manual review by certified Town Information Technology Services staff.

B. Restricted Uses (Allowed with Oversight)

AI may be used for decision-support in the following areas ONLY with human review:

1. Drafting personnel documentation
2. Summarizing legal or regulatory information
3. Supporting operational or policy analysis
4. Final decisions must always be made by authorized personnel.

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5. Risk Classification

A. Risk Classification Matrix

Smyrna adopts a tiered-approach to managing AI risk, modeled on best municipal practices, to guide proper employee use:

Risk Level	Description of Use Case	Action Required by User and Department	Examples
Low Risk	Internal process aids: brainstorming ideas, drafting internal meeting notes, grammar/style checks on non-public documents, scheduling complex tasks.	Use is generally permitted with standard caution regarding data confidentiality (see Section 4.A). No special approval is needed.	Drafting internal emails Brainstorming Editing grammar
Medium Risk	Public communications: drafting public memos or press releases, summarizing public meeting transcripts, translating public-facing documents, creating non-critical images for website.	Requires **thorough, documented human review** for accuracy, bias, and tone. **Mandatory citation/disclosure** is required upon public release (see Section 4.B.2).	Public communications Reports and summaries Website content
High Risk	Safety-critical, Legal, or Personnel: performing legal analysis, making recommendations on personnel actions, or impacting public safety/critical infrastructure decisions.	**Prohibited** unless the tool and use case have been pre-vetted through a formal AI Impact Assessment (AIIA) and received explicit, written Town Manager approval.	Personnel decisions Legal determinations Public safety impacts

B. AI Impact Assessment

All High-Level Risk requests for AI utilization will be evaluated with the AI Impact Assessment form. This assessment form serves as the structured review process required by the Town of Smyrna Artificial Intelligence (AI) Usage Policy to evaluate data sensitivity and compliance implications for AI system deployments. While tailored to Smyrna's municipal requirements, this framework aligns with international governance principles for AI management systems.

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6. Procurement and Security

Before the Town of Smyrna commits to the purchase, licensing, or pilot testing of any new software, system, or third-party service that incorporates AI features or models, the Information Technology Services Department and the Town Attorney **must** execute a mandatory multi-step vetting process:

1. **Comprehensive Security and Privacy Review:** A full assessment of the AI tool's data handling protocols, encryption standards, access controls, and compliance with Town security policies.
2. **Vendor AI FactSheet and Data Usage Review:** Information Technology Services must review the vendor's documentation to understand precisely how Town data is used to train or refine their underlying AI models, ensuring no sensitive data is inadvertently contributed to the public model domain.
3. **State and Local Law Alignment:** Verification that the tool and its proposed use fully align with all relevant Tennessee State Laws regarding data privacy, public records retention, and civil rights.

Low-risk tools, as determined by ITS, may be approved through an expedited review process administered by ITS.

7. Reporting and Compliance

- **AI Usage Log and Reporting:** Departments and employees are strongly encouraged to maintain a log of significant or recurring uses of Generative AI or other AI tools. This information should be periodically reported to the Information Technology Services Department to help the Town accurately track operational benefits, identify gaps in training, and inform future policy adjustments.
- **Violations and Enforcement:** Any failure to adhere to the provisions outlined in this policy may result in immediate revocation of access to all AI tools and/or disciplinary action, up to and including termination of employment or contract.
- **Policy Evolution and Review:** Recognizing the rapid pace of advancement in AI technology, this policy is deemed a living document. It will be formally reviewed, updated, and re-approved by the Information Technology Services Director and the Town Attorney on an annual basis.

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8. Training and Awareness

The Town of Smyrna in partnership with MTAS has created a custom Artificial Intelligence training curriculum to ensure that all employees have the basic knowledge to understand and comply with this Policy. This training will provide a quick background and overview of Artificial Intelligence, highlighting security and usage concerns along with recommended mitigation strategies. This training must be completed by all employees and will include the following:

- Introduction to Artificial Intelligence - 8 Minutes
- Artificial Intelligence: Leverage the Power of AI for Business Efficiency and Strategic Advantage - 38 minutes
- Ethical AI: Building Trust and Transparency in the Workplace - 11 min
- AI Employee Security and Usage Policy - 30 min

This MTAS online training can be accessed by registering at the following link:
https://tennessee.csod.com/selfreg/register.aspx?p=tennessee&c=utips-mtas-nu

Once registered, please locate the AI Awareness Training - Smyrna on the K@TE training system.

9. Governance

The Governance of this Policy will by managed by:

- The Information Technology Services Department
- The Department of the Town Attorney

The responsibilities include:

- Creation and maintenance of the Approved AI Tools list
- Ensuring compliance of the Policy Core Principles and Usage Guidelines
- Investigation and resolution for any reported concerns
- Review and oversight of the AI Impact Assessment (AIIA) process
- Annual Review and update of this policy

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Town of Smyrna
AI Impact Assessment (AIIA)

This assessment form serves as the structured review process required by the Town of Smyrna Artificial Intelligence (AI) Usage Policy to evaluate data sensitivity and compliance implications for AI system deployments. While tailored to Smyrna's municipal requirements, this framework aligns with international governance principles for AI management systems. The requestor must fill out sections 1 - 3 and provide all information requested. Please direct any questions to the Director of Information Technology Services.

Section 1: Project Information

Field	Description / Entry
Project Name	
Department	
Requestor	
Date of Request	Date
AI Tool/Vendor	Provide the name of the AI systems being used. Include all vendor contact information and attach the proposed contract.

Section 2: AI System Overview

Component	Description / Response
System Purpose	Describe the specific municipal problem this AI system is intended to solve or the process it will augment.
AI Type	Specify if this is a Generative AI (GenAI) tool, a predictive analytics platform, or a function-specific automation system.
Data Scope	Identify what types of data will be processed. Will it include public records or potentially sensitive information?
Vendor Review	Please provide the vendor's background fact sheet and all documentation defining how they create, train or refine their underlying AI models, ensuring no sensitive data is inadvertently contributed to the public model domain
Reason for Review	Detailed reviews are required for High-Risk use cases or new system deployments. Please document why the detailed analysis is required

Section 3: Privacy Compliance & Ethics Evaluation

A. Data Privacy and Security

Data Protection	Please define how this system will protect confidential information including, but not limited to, Personally Identifiable Information (PII), confidential business information, Law Enforcement (CJIS) and protected health information(PHI).
Record Retention	Please define all AI interactions that may be subject to Tennessee state public records laws.

B. Human-in-the-Loop Accountability

Review Standard	Identify the designated staff member(s) responsible for reviewing AI outputs for accuracy and completeness.
Hallucination Mitigation	Detail the process for fact-checking and validating AI-generated content against reliable sources before use.
Transparency	For public-facing outputs, confirm a conspicuous citation will be included as identified in the Town of Smyrna AI Usage policy section 4 B.2.

C. Bias and Equity

Algorithmic Guardrails	What steps will be taken to guard against algorithmic bias that could lead to inequitable outcomes in service delivery?.
Prohibited Automations	Confirm that the tool is NOT being used for unmonitored decision-making in law enforcement, emergency response, or critical infrastructure.

Section 4: Staff Recommendation (to be completed by review team)

This request has been:

- ☐ **Approved**
- ☐ **Denied**

Review Comments

Section 5: Approval Signatures (if approved)

Authority	Name	Signature / Date
Department Director		Date
ITS Director		Date
Town Attorney		Date
Town Manager		Date

Town of Smyrna



Artificial Intelligence Policy Overview

Why We Need an AI Usage Policy

Establishing a proactive framework balances civic innovation with mandatory safety, legal, and operational guardrails.

1. Protect Sensitive Data

Strictly prohibits inputting citizen PII, confidential HR records, CJIS law enforcement intelligence, and HIPAA-protected medical details into unsecured public systems.

2. Legal & TORA Compliance

Ensures all AI interactions are properly treated as public records under the Tennessee Open Records Act (TORA), establishing legal archives and transparency.

3. Human-in-the-Loop

Enforces rigorous human oversight to eliminate hallucinations, ensuring 100% accurate municipal communications, policy reports, and public services.

AI Policy Governance

Joint oversight ensures both technological alignment and regulatory compliance across all initiatives.

SHARED GOVERNANCE MANDATE

The administration of the Artificial Intelligence policy is jointly led by two primary positions.

Director of IT Services

Responsible for technical oversight, system security assessments, safe tool deployment, and advising on technology infrastructure capabilities.

Town Attorney

Responsible for legal risk evaluations, regulatory compliance, data privacy protection, copyright matters, and policy enforcement review.

AI Policy Scope

This policy is universal and applies to every individual conducting Town-related business who utilizes AI tools.

UNIVERSAL MANDATE

Applies to all representatives of the Town of Smyrna, regardless of their official employment status.

Employees

All Town of Smyrna full-time, part-time, and temporary employees.

External Partners

Contractors, consultants, and third-party vendors working on behalf of the Town.

Volunteers

Individuals engaged in officially Town-sanctioned activities and initiatives.

Core Principles of AI Usage

Four foundational pillars guiding ethical, secure, and transparent municipal innovation.

1. Transparency

The public has the absolute right to know when artificial intelligence is utilized extensively in official municipal outputs, ensuring trust and disclosure.

2. Privacy First

Protecting the integrity and availability of Town data is paramount. Strict safeguards secure PII, confidential business records, CJIS and protected health information.

3. Human Oversight

AI is augmentative. A qualified professional must act as the "human-in-the-loop" to validate, review, and assume final responsibility for outputs.

4. Equity & Fairness

Users must proactively guard against algorithmic bias, preventing systemic discrimination in resource allocation, services, and decision-making.

4. AI Usage Guidelines

Core guardrails, verification mandates, and critical restrictions for municipal AI applications.

A. PRIVACY & RECORDS

Public Records & Privacy

Assume inputs are public records under TN law. Use Town-issued accounts.

Confidential Data Ban

Strictly prohibits entering citizen PII, medical data, legal strategy, or procurement files.

B. ACCURACY & TRUTH

Mandatory Fact-Checking

Verify all AI outputs. Proactively prevent hallucinations prior to public use.

Required Attribution

Conspicuously cite AI use in public documents: "Drafted with help of [Tool], verified by staff."

C. PROHIBITED USES

Absolute Prohibitions

No final HR or eligibility decisions.
No unmonitored code production.
No unmonitored decision-making within law enforcement, emergency response, or critical infrastructure systems

Human Oversight Required

Operational analysis, drafting documentation, and summaries allowed ONLY with human review.

AI Risk Classification

The Town of Smyrna adopts a tiered-approach to managing AI risk and guiding proper municipal use.

LOW RISK

Internal Process Aids

Use is generally permitted with standard data caution. No special approval is needed.

Examples:

- Drafting internal emails
- Brainstorming ideas
- Editing grammar & style checks

MEDIUM RISK

Public Communications

Requires documented human review. Mandatory citation & disclosure is required for more than 50% AI content upon public release.

Examples:

- Public memos & press releases
- Reports, summaries, & transcripts
- Website content & non-critical images

HIGH RISK

Safety Critical/Legal/HR

Prohibited unless pre-vetted through a formal AI Impact Assessment (AIIA) and approved by Town Manager.

Examples:

- Personnel & HR determinations
- Legal & policy analysis
- Critical infrastructure & public safety

Procurement, Compliance & Policy Evolution

Mandatory vetting workflows, department reporting guidelines, and policy enforcement standards.

MANDATORY PROCUREMENT & SECURITY VETTING

1. Security & Privacy Review

Full assessment of the AI tool's data handling protocols, encryption standards, access controls, and compliance with Town safety policies.

2. Vendor AI FactSheet & Data Review

Review of vendor documentation to determine exactly how Town data is processed, ensuring no sensitive data is leaked to public models.

3. State and Local Law Alignment

Verification of full alignment with Tennessee State Laws regarding data privacy, public records retention, and civil rights compliance.

Expedited Path for Low-Risk Tools

Low-risk tools (as determined by ITS) may utilize an expedited review process administered directly by Information Technology Services.

REPORTING, COMPLIANCE & EVOLUTION

AI Usage Log & Department Reporting

Departments are encouraged to maintain logs of recurring Generative AI uses and report them to ITS to help track benefits and identify training gaps.

Policy Violations & Enforcement

Failure to adhere to these rules may result in immediate revocation of AI tool access and/or disciplinary action.

Annual Review & Tech Evolution

As a living document, this policy is formally reviewed, updated, and re-approved by the ITS Director and Town Attorney on an annual basis.

Training & Awareness Program

In partnership with MTAS, Smyrna delivers a custom AI curriculum to ensure policy compliance and basic knowledge.

This mandatory training provides an overview of Artificial Intelligence, highlighting security, usage concerns, and recommended mitigation strategies. All employees must complete the 4 core modules below.

8 Mins

1. Introduction to AI

A foundational starting point covering the basic concepts, history, and core mechanisms of Artificial Intelligence.

38 Mins

2. Strategic Power

Learn how to leverage AI applications to maximize business efficiency, workflow automation, and strategic advantage.

11 Mins

3. Ethical AI

Focuses on building trust, maintaining transparency, and preventing algorithmic bias in the municipal workplace.

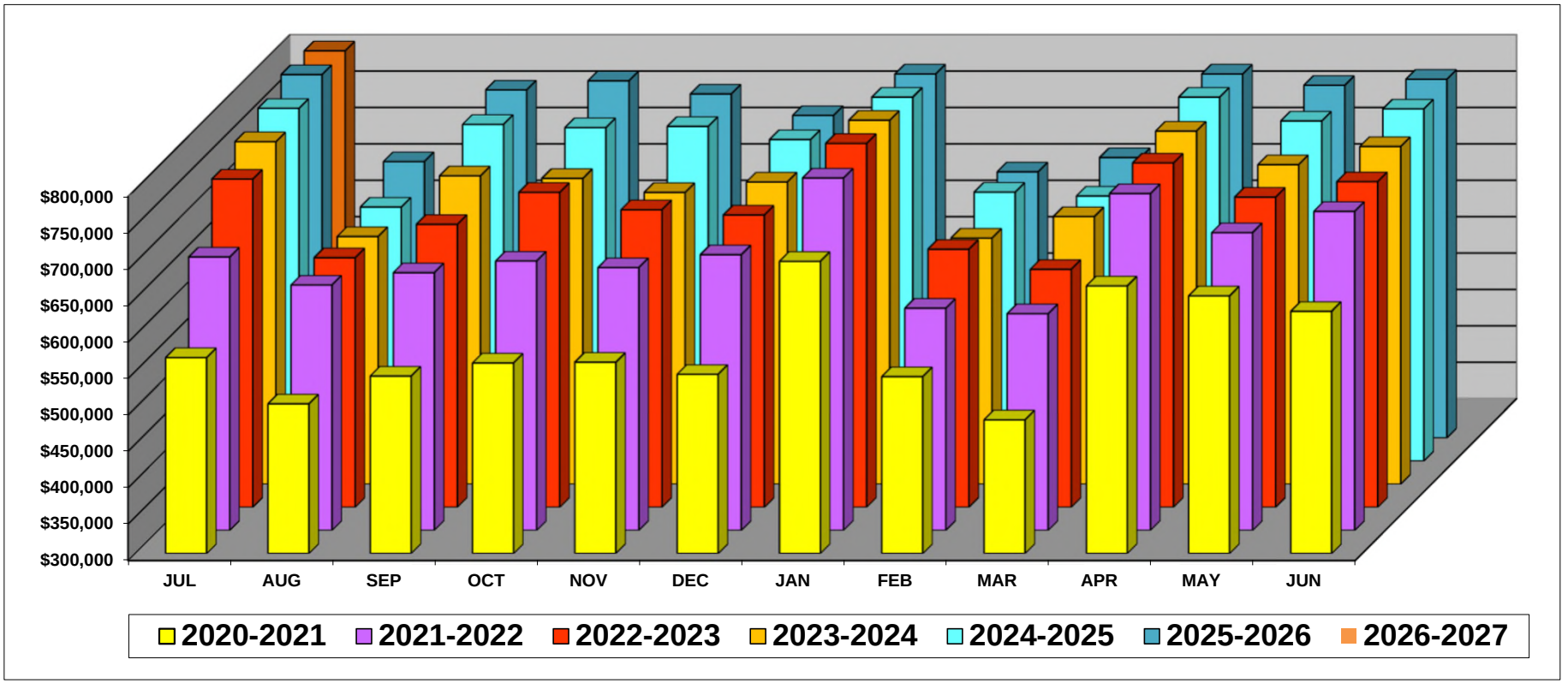
30 Mins

4. Security Policy

AI Employee Security and Usage information to ensure secure, compliant data handling.

STATE SHARED TAX COMPARISON

Month	2020-2021 Monthly Total	2021-2022 Monthly Total	2022-2023 Monthly Total	2023-2024 Monthly Total	2024-2025 Monthly Total	2025-2026 Monthly Total	2026-2027 Monthly Total	2026-2027 Cumulative Total	Cumulative Change From Prior Year	Monthly Change From Prior Year
July	$569,227	$675,704	$750,938	$770,508	$784,583	$799,150	$972,720	$972,720	21.72%	21.72%
August	$505,650	$637,125	$642,853	$640,156	$648,895	$679,574			-	-
September	$543,837	$654,051	$688,813	$723,602	$762,463	$778,047			-	-
October	$561,777	$670,111	$732,715	$720,068	$758,074	$790,589			-	-
November	$562,873	$661,082	$708,770	$700,782	$759,740	$772,514			-	-
December	$546,193	$678,744	$701,643	$715,102	$741,754	$743,017			-	-
January	$701,428	$784,248	$823,609	$932,749	$873,761	$903,431			-	-
February	$543,003	$605,312	$654,525	$638,086	$669,404	$665,576			-	-
March	$483,643	$597,747	$626,857	$667,651	$664,131	$685,122			-	-
April	$667,669	$762,848	$773,106	$785,084	$805,026	$839,026			-	-
May	$654,013	$709,081	$726,153	$738,889	$767,217	$784,472			-	-
June	$632,775	$738,292	$747,334	$763,902	$783,788	$792,799			-	-
Fiscal Year Total	**$6,972,088**	**$8,174,345**	**$8,577,317**	**$8,796,579**	**$9,018,836**	**$9,233,317**	**$972,720**			
								$10,633,000	**2026-2027 BUDGET**	
Increase Over Prior Yr	**11.6%**	**17.2%**	**4.9%**	**2.6%**	**2.5%**	**2.4%**		9.15% of Budget		
								8.33% of Year		



LOCAL SALES TAX COMPARISON

Month	2020-2021 Monthly Total	2021-2022 Monthly Total	2022-2023 Monthly Total	2023-2024 Monthly Total	2024-2025 Monthly Total	2025-2026 Monthly Total	2026-2027 Monthly Total	2026-2027 Cumulative Total	Cumulative Change From Prior Year	Monthly Change From Prior Year
July	$1,390,327	$1,509,514	$1,650,638	$1,789,943	$1,815,261	$1,867,607	$1,901,337	$1,901,337	1.81%	1.81%
August	$1,247,023	$1,452,861	$1,599,124	$1,657,278	$1,706,139	$1,786,616			-	-
September	$1,171,964	$1,369,684	$1,462,909	$1,611,573	$1,724,292	$1,792,206			-	-
October	$1,229,619	$1,422,373	$1,582,132	$1,619,480	$1,709,348	$1,815,394			-	-
November	$1,236,004	$1,445,358	$1,652,887	$1,662,363	$1,775,059	$1,820,928			-	-
December	$1,262,502	$1,534,530	$1,628,335	$1,656,329	$1,742,705	$1,760,233			-	-
January	$1,784,627	$1,773,435	$1,973,137	$2,127,344	$2,165,424	$2,105,219			-	-
February	$1,251,752	$1,326,843	$1,518,119	$1,528,565	$1,601,289	$1,579,650			-	-
March	$1,091,353	$1,346,157	$1,478,814	$1,558,258	$1,600,418	$1,616,298			-	-
April	$1,525,934	$1,649,321	$1,784,941	$1,807,516	$1,839,663	$1,908,267			-	-
May	$1,471,223	$1,625,558	$1,675,329	$1,737,779	$1,777,235	$1,838,413			-	-
June	$1,444,368	$1,835,710	$1,726,626	$1,752,031	$1,788,549	$1,882,466			-	-
Fiscal Year Total	**$16,106,697**	**$18,291,344**	**$19,732,991**	**$20,508,458**	**$21,245,383**	**$21,773,297**	**$1,901,337**			
								$22,350,000	2026-2027 Budget	110-31610
Incease Over Prior Yr	**11.9%**	**13.6%**	**7.9%**	**3.9%**	**3.6%**	**2.5%**		8.51%	of Budget	
								8.33%	of Year	

