



**Farragut Board of Mayor & Aldermen Meeting**  
Thursday, June 25, 2026 at **6:00 PM**

Farragut Town Hall  
11408 Municipal Center Drive

**AGENDA**

- I. Roll Call, Silent Prayer, Pledge of Allegiance
- II. Approval of Agenda
- III. Approval of Minutes
  - A. June 11, 2026, Workshop Minutes
  - B. June 11, 2026, Minutes
- IV. Mayor's Report
- V. Ordinances & Resolutions
  - A. Ordinances
    1. Second Reading & Public Hearing
      - a. Approval of Ordinance 26-12, an Ordinance on the second reading of the Town of Farragut, Tennessee, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10.
  - B. Resolutions
    1. Approval of Resolution R-26-09, Approving Guidelines for Records Maintenance and Retention
- VI. Business Items
  - A. Approval of Revisions to Stormwater Advisory Committee Charter
  - B. Appointment of a Board of Mayor and Aldermen Representative to the Stormwater Advisory Committee

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**11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057 |**  
**WWW.TOWNOFFARRAGUT.ORG**

*It is the policy of the Town of Farragut not to discriminate on the basis of race, color, natural origin, gender, gender identity, sexual orientation, age, religion, disability or veteran status pursuant to Title VI of the Civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting*

- C. Approval of Emergency Contract for a Professional Service Agreement with Whaley Construction, LLC. for Replacement of Storm Sewer Pipe on Glen Abbey Boulevard.

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

X. Adjournment

## **The Board of Mayor and Aldermen welcomes and invites Farragut residents to participate in public meetings.**

### **Public Participation Guidelines for Farragut Board of Mayor and Aldermen meetings**

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given three (3) minutes to speak on his/her topic.

The Board also seeks public comment on regular agenda items during the portion of the meeting devoted to discussion and consideration of the specific agenda item.

The Mayor may recognize individuals for public comment during both the regular agenda and Citizen Forum portions of the meeting based on the following guidelines.

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Any Farragut resident interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn it in to the Town Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to three (3) minutes per individual. Time for public comment may be amended at the discretion of the Mayor; provided that when additional time is allowed, speakers with differing points of view are allowed the same amount of time if requested. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; different considerations than expressed by previous speakers on a subject are encouraged;
6. Comments that threaten violence or imminent physical harm toward any individual will not be tolerated.
7. Comments may support or oppose issues or measures;
8. Personal attacks on the character of individuals who hold different points of view that have no relationship to the merits of the matter or issue raised for discussion will not be tolerated.
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The three (3) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to

facilitate the efficiency of the meeting.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.

Tennessee Code Annotated 39-17-306. Disrupting meetings or processions.

1. A person commits an offense if, with the intent to prevent or disrupt a lawful meeting, procession, or gathering, the person substantially obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.
2. A violation of this section is a Class A misdemeanor.



**Town of Farragut, Tennessee  
Farragut Board of Mayor & Aldermen  
Workshop Meeting**

Farragut Town Hall  
11408 Municipal Center Drive  
Thursday, June 11, 2026 at 5:15 PM

**MINUTES**

**I. Roll Call**

Town Administrator David Smoak called the meeting to order at 5:15 PM. Roll Call for attendance: Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; in addition to staff and members of the press. Absent: Alderman Cain. Alderman Burnette arrived at 5:45 p.m.

**II. Business Items**

**A. Review of Applications Submitted to Serve on Volunteer Committees**

Town Administrator David Smoak reviewed the applicants for each board and committee vacancy. The Board discussed their selections for each open seat.

**III. Adjournment**

The meeting adjourned at 6:00 p.m.

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Ron Williams, Mayor

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Hailey Russell, Town Recorder



Town of Farragut, Tennessee  
**Farragut Board of Mayor & Aldermen  
Meeting**

Farragut Town Hall  
11408 Municipal Center Drive  
Thursday, June 11, 2026 at 6:00 PM

## MINUTES

### I. Roll Call, Silent Prayer, Pledge of Allegiance

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; in addition to staff and members of the press. Absent: Alderman Cain.

### II. Approval of Agenda

Motion was made to approve the June 11, 2026, agenda. Moved by Alderman Burnette, seconded by Alderman LaCroix; voting yes, Alderman Burnette, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed.

### III. Approval of Minutes

#### A. May 28, 2026, Minutes

Motion was made to approve the minutes from May 28, 2026. Moved by Alderman Burnette, seconded by Alderman LaCroix; voting yes, Alderman Burnette, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed.

### IV. Mayor's Report

Mayor Williams thanked all those who attended the Intro to Farragut Reunion and informed those present that a new Intro to Farragut class will be held in the fall. He also recognized the Farragut Rotary Club and area Rotary Clubs for their collaborative efforts in building seventy-two (72) beds during the "Sleep in Heavenly Peace" event.

### V. Ordinances & Resolutions

#### A. Ordinances

##### 1. First Reading

- a. Ordinance 26-10, an ordinance on first reading to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 3. - Specific District Regulations, to replace Section V. - Rural Single-Family Acre Residential District (R-1-S-A), with the Rural Large-Lot Estate District (RLE)

Motion was made to approve ordinance 26-10 on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; voting yes, Alderman Burnette, Alderman

LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed.

Greg Wiberley - 12603 Evans Road  
Louise Povlin - 275 Biddle Farms Blvd

## 2. Second Reading & Public Hearing

- a. Ordinance 26-09, an ordinance on second reading to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 4. General Provisions and Exceptions, Section VIII. - Farragut Municipal Flood Damage Prevention Regulations, Section C. General Provisions., *2. Basis for Establishing the Areas of Special Flood Hazard*, to update the referenced Community Panel Numbers for 0243G and 0244G, to reference the LOMR effecting these panel numbers and that became effective February 10, 2026

Motion was made to approve ordinance 26-09 on second reading. Moved by Vice-Mayor Meyer, seconded by Alderman LaCroix; voting yes, Alderman Burnette, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed.

## VI. Business Items

### A. Request for approval of the Village Green Swim Team Triathlon on July 16, 2026

Motion was made to approve the Village Green Swim Team Triathlon event to be held on July 16. Moved by Vice-Mayor Meyer, seconded by Alderman LaCroix; voting yes, Alderman Burnette, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion .

### B. Approval of Fiscal Year 2027 Volunteer Committee Appointments

Motion was made to approve the Fiscal Year 2027 Volunteer Committee Appointments. Moved by Alderman LaCroix, seconded by Vice-Mayor Meyer; voting yes, Alderman Burnette, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed.

Arts & Beautification Committee, 2 Year Term:

Cynthia Gallentine  
Dot LaMarche  
Cynthia Smith  
William Craddick  
Jamie Roark  
Susan Brooks  
Lynda McConnell

Board of Zoning Appeals, 5 Year Term:

Michael Bellamy

Museum Advisory Board, 2 Year Term:

Beverley Hammond  
Bill Battle  
Joyce Moran  
Christopher Carnes  
Roger Kittleson  
Melody Wagstaff

Farragut Tourism/Visitor Committee, 2 Year Term:  
Attractions Representative — Aaron Gicking  
Dining Representative - Candace Viox  
At Large — Ron Pinchok  
At Large — Reed Honken

Parks & Athletics Council, 2 Year Term:  
Jerry Pullen  
Deborah Pinchok  
Bill McAdams  
Benson Scott  
Antonia Zimmer  
Reed Honken

Stormwater Advisory Committee, 2 Year Term:  
At Large — Jim Bolon  
At Large — Julie Childers

Visual Resources Review Board, 2 Year Term:  
Brittany Moore  
Don Mann  
Jordan McGrew

Tree Board, 1 Year Term:  
At Large — Gerald Thornton  
Planning Commission Representative — Louise Povlin  
Utility Representative — Adam Duncan  
Town of Farragut Planning Representative — Mark Shipley  
Town of Farragut Engineering Representative — Cliff Mann  
Town of Farragut Parks & Recreation Representative — Ron Oestreich  
Town of Farragut Public Works Representative — Logan Simpkins

Education Relations Committee:  
Saint John Neumann Catholic School Representative — Meredith Reda  
Farragut Middle School Representative — Nicole Nestor  
Board of Mayor and Alderman Representative — Drew Burnette

## VII. Citizens Forum

Louise Povlin - 275 Biddle Farms

Brian Walker - 408 E Kings Gate Road

### VIII. Town Administrator's Report

Town Administrator David Smoak advised the Board of an emergency stormwater repair he approved on Glen Abbey Boulevard with Whaley Construction. A sinkhole had formed as a result of a pipe failure. The estimated cost is approximately \$250,000.

Town Administrator David Smoak provided an update on the following upcoming town events:

- **Intro to Farragut Class** – Applications are open June 12, 2026 through July 31, 2026
- **Farragut's Kid Try-Athlon** – June 13, 2026
- **Red, White & Blue Grass** – June 13, 2026
- **Youth Dodgeball Tournament** – June 16, 2026
- **Independence Day Parade** – July 4, 2026

Town Administrator David Smoak reviewed the following FY26 budget line item transfers with the board:

Transfer for \$20,000 from Account Number 110-44000-5100 to Account Number 110-44000-2520 for Legal Services

Transfer for \$1,400 from Account Number 110-44700-2540 to Account Number 110-44700-2350 for Dues/Subscriptions

Transfer for \$200 from Account Number 110-44700-2540 to Account Number 110-44200-3050 for Arts and Beautification

Transfer for \$4,000 from Account Number 110-44700-2540 to Account Number 110-44200-2450 for Community Center Phone and Internet

Transfer for \$11,000 from Account Number 110-44700-9370 and \$4,500 from Account Number 110-44700-2540 to Account Number 110-41800-2403 for Park Utilities

Transfer for \$600 from Account Number 110-44700-2540 to Account Number 110-44790-1380 for Clothing/Uniforms

Transfer for \$650 from Account Number 122-47210-2350 to Account Number 122-47210-2940 for Equipment Rental

Alderman Burnette spoke about the efforts of the Parks & Recreation Committee in

organizing the July 4th parade. He noted that this year's grand marshals will be several veterans who will lead the parade.

IX. Town Attorney's Report

X. Adjournment

The meeting adjourned at 7:02 p.m.

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Ron Williams, Mayor

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Hailey Russell, Town Recorder

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Tessa Cortes, Finance Director - Treasurer

**Subject:** Approval of Ordinance 26-12, an Ordinance on the second reading of the Town of Farragut, Tennessee, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10.

**Introduction & Background:** The purpose of this agenda item is to approve Ordinance 26-12 to amend the Capital Investment Program Fund for additional expenses related to the ERP Software Implementation Project.

**Discussion & Recommendations:** The original budget for the ERP Software Implementation totaled \$160,000 and was intended to cover all anticipated implementation costs. During the implementation process, additional unforeseen expenses were incurred, including GovSense consultant travel and the purchase of supplemental user licenses that were not included in the original scope. To properly account for these costs, a budget amendment is required to transfer \$8,000 from CIP Reserves to CIP Expenditures.

**Account Number: 310-41640-9450**

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$160,000	\$8,000	\$158,537	\$9,463

**Account Number: CIP Available Fund Balance**

<u>FY26 Amended Budget</u>	<u>Requested Amount</u>	<u>FY26 Amended Budget</u>
\$3,881,122.08	\$8,000	\$3,873,122.08

**Account Number: CIP Expenditures**

<u>FY26 Amended Budget</u>	<u>Requested Amount</u>	<u>FY26 Amended Budget</u>
\$25,018,709.92	\$8,000	\$25,026,709.92

**Approved By: Tessa Cortes**

**Recommended By:** Tessa Cortes, Finance Director - Treasurer for approval.

**Proposed Motion:** To approve Ordinance 26-12 on second reading.

ORDINANCE 26-12  
PREPARED BY Cortes  
1<sup>ST</sup> READING May 28, 2026  
2<sup>ND</sup> READING June 11, 2026  
PUBLISHED IN Farragut Press  
DATE

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE  
FISCAL YEAR 2025-2026 CAPITAL INVESTMENT FUND BUDGET, PASSED BY  
ORDINANCE 25-10

**WHEREAS**, the Town of Farragut adopted the fiscal year 2025-26 budget by passage of Ordinance Number 25-10 on June 26, 2025; and

**WHEREAS**, pursuant to the Tennessee State Constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

**WHEREAS**, expenses will be greater than budgeted in the Capital Investment Fund budget; and

**NOW THEREFORE** BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2025-2026 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 25-10 is hereby amended by:

The **Capital Investment Program (CIP) Budget** will be amended to increase expenditures from \$25,018,709.92 to \$25,026,709.92 reflecting an increase of \$8,000. This adjustment accounts for costs related to the ERP Software Implementation Project which were paid for in fiscal year 2025-26. The amendment will be funded through the CIP fund balance.

SECTION 2. The Board of Mayor and Aldermen authorize the Finance Director to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect after its final passage and publication, the public welfare requiring it.

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Ron Williams, Mayor

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Town Recorder

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Hailey Russell, Town Recorder

**Subject:** Approval of Resolution R-26-09, Approving Guidelines for Records Maintenance and Retention

**Introduction & Background:** Currently, the Town operates without a formal records retention policy, leaving departments without clear guidance on how long public records should be kept, how they should be stored, and when and how they may be lawfully destroyed. In an effort to establish consistent, legally compliant records management practices across all departments, staff has developed a comprehensive Records Retention Policy modeled after the Tennessee Municipal Technical Advisory Service (MTAS) Records Retention Schedule, which is specifically designed for Tennessee municipalities and is authorized under T.C.A. § 10-7-702.

**Discussion & Recommendations:** As part of this process, all department heads were consulted and expressed general concurrence with the MTAS schedule; however, the Town Engineer requested a local amendment to Series E-2 (Bridge and Street Project Files) to ensure that project plans, drawings, and as-built documents are retained permanently given their long-term value for future infrastructure improvements. The proposed resolution formally adopts the Records Retention Policy, the MTAS Retention Schedule as the Town's official guide, and the Engineering Department's requested local amendment to Series E-2. Adoption of this policy will protect the Town from legal liability, ensure compliance with state law, promote government transparency, and provide department heads and staff with clear, manageable procedures for handling public records.

**Recommended By:** Hailey Russell, Town Recorder for approval.

**Proposed Motion:** To approve Resolution R-26-09, approving guidelines for records maintenance and retention



## TOWN OF FARRAGUT

### RESOLUTION R-26-09

#### **A RESOLUTION APPROVING GUIDELINES FOR RECORDS MAINTENANCE AND RETENTION WITHIN THE TOWN OF FARRAGUT**

***WHEREAS***, Tennessee Code Annotated § 10-7-702 authorizes the Municipal Technical Advisory Service, a unit of the Institute for Public Service of the University of Tennessee to compile and print, in cooperation with the State Library and Archives, a records retention manual to be used as a guide by municipal officials in establishing retention schedules for all records created by municipal governments in the state for the purpose of disposal and/or preservation of municipal records; and,

***WHEREAS***, in an effort to effectively maintain public records, the Town of Farragut (Town) will use the MTAS Records Retention Manual, and any amendments thereto, along with other best practices from State agencies to identify which records are to be preserved and/or disposed, including the acceptable retention schedule and manner in which records are to be preserved and/or disposed; and,

***WHEREAS***, the Town is working to move records to an electronic format for efficiency purposes and Tennessee Code Annotated § 10-7-121 which allows the transfer of paper records to an electronic medium under certain circumstances; and,

***WHEREAS***, the Town Engineer has requested an amendment to MTAS Series E-2 (Bridge and Street Project Files, Federal, State and Local) based on the long-term value of project plans and drawings for future infrastructure improvements, and the Board of Mayor and Aldermen concurs that a local amendment to Series E-2 is in the best interest of the Town.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, AS FOLLOWS:**

**SECTION 1.** That the MTAS Records Retention Schedule be used as a guide for the maintenance and retention of public records in the Town of Farragut.

**SECTION 2.** That the Town of Farragut hereby adopts the Records Retention Policy attached hereto as Exhibit A, which establishes roles and responsibilities, destruction procedures, litigation hold requirements, and guidelines for the management of all municipal records.

**SECTION 3.** That the following local amendment to MTAS Series E-2 (Bridge and Street Project Files, Federal, State and Local) is hereby approved:

Record Type	MTAS Default Retention	Approved Local Retention
Project plans, drawings, and as-built documents	See MTAS schedule	PERMANENT
Administrative records (correspondence, contracts, invoices)	Retain 7 years after completion of project	Retain 7 years after completion of project – No change

**SECTION 4.** That staff is authorized to convert paper records required to be maintained to a digital format when the requirements in Tennessee Code Annotated § 10-7-121 are met. Before discontinuing paper originals, the Town shall obtain written confirmation from the Tennessee State Library and Archives that its electronic storage system meets applicable requirements.

**SECTION 5.** That this Resolution shall become effective upon its passage, the public welfare requiring it.

**RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_**

\_\_\_\_\_  
 Ron Williams, Mayor

\_\_\_\_\_  
 Hailey Russell, Town Recorder

# MTAS RECORDS RETENTION SCHEDULE

Tennessee Municipal Technical Advisory Service | Adopted for Use by Town of Farragut

**Local Amendment — Series E-2:** Project plans, drawings, and as-built documents are retained PERMANENTLY. All other E-2 records follow the MTAS default retention of 7 years after completion of project.

Department	MTAS Reference	# of Record Series	Reviewed Date
Courts	MTAS-683	41	09/2025
Elections	MTAS-694	6	09/2025
Engineering	MTAS-695	12	09/2025
Finance	MTAS-686	29	09/2025
Fleet Services	MTAS-688	1	09/2025
General Administration	MTAS-689	31	09/2025
Permits	MTAS-690	5	09/2025
Personnel	MTAS-691	49	09/2025
Planning and Zoning	MTAS-692	8	09/2025
Purchasing	MTAS-696	6	09/2025
Recreation and Parks	MTAS-699	4	09/2025
Solid Waste	MTAS-701	9	09/2025
<b>TOTAL</b>		<b>201</b>	

Department	Series ID	Record Name / Description	Retention Period	Legal Authority / Rationale
Courts	C-1	Affidavit of Complaint	<b>Permanent record*</b>	T.C.A. § 18-1-202(a)
	C-2	Appeal Dockets	Retain 10 years after last entry*	T.C.A. § 18-1-202(a)
	C-3	Appearance and Rule Dockets	<b>Permanent record*</b>	T.C.A. § 18-1-202(a)
	C-4	Appearance and Bail Bond Records	Retain 10 years after final judgment*	T.C.A. § 18-1-202(a)
	C-5	Attachment and Injunction Bonds	Retain 10 years after final judgment*	T.C.A. § 18-1-202(a)
	C-6	Attachments on Personal Property	Retain 10 years after final settlement of case*	T.C.A. § 18-1-202(a)
	C-7	Attachments on Real Property	Retain 10 years after final settlement of case*	T.C.A. § 18-1-202(a)
	C-8	Bills of Costs — Courts with Concurrent Jurisdiction	Retain 5 years after close of case	Keep for audit and review purposes
	C-9	Bills of Costs — Ordinance Violation Cases	Retain 5 years after close of case	Keep for audit and review purposes
	C-10	Bond Books, Miscellaneous	Retain 10 years after release, replacement, or expiration of all bonds in book*	T.C.A. § 18-1-202(a)
	C-11	Briefs, Civil Cases	Maintain 3 years after final disposition, then destroy after notice to parties*	Notice permits parties to retrieve records. T.C.A. § 18-1-202(b)
	C-12	Capias	<b>Permanent record*</b>	Original process must be kept permanently. T.C.A. § 18-1-202(a)
	C-13	Case Ledgers	<b>Permanent record</b>	Recommended by the Comptroller — Internal Control and Compliance Manual for Tennessee Municipalities
	C-14	Citation	<b>Permanent record*</b>	Original process must be kept permanently. T.C.A. § 18-1-202(a)
	C-15	Cost Bonds, Civil Cases	Maintain 3 years after final disposition, then destroy after notice to parties*	T.C.A. § 18-1-202(a)
	C-16	Court Action Reports	Retain 10 years	Keep for audit purposes
	C-17	Criminal Actions, Record of	<b>Permanent record*</b>	T.C.A. § 18-1-202(a)
	C-18	Delinquent Tax Collection Reports	Retain 10 years*	T.C.A. § 18-1-202(a)
	C-19	Detainer Warrants	Retain 10 years*	T.C.A. § 18-1-202(a)
	C-20	Discovery Records, Civil Cases	Maintain 3 years after final disposition, then destroy after notice to parties*	Notice permits parties to retrieve records. T.C.A. § 18-1-202(b)
	C-21	Distress Warrants and Warrant Stubs	If court action results, retain until final settlement; if no court action, retain 5 years	Keep for audit purposes

	<b>C-22</b>	Executions	Retain 10 years after issuance*	T.C.A. § 18-1-202(a)
	<b>C-23</b>	General Account Ledgers (Execution Docket)	<b>Permanent record*</b>	T.C.A. § 18-1-202(a)
	<b>C-24</b>	General Index	<b>Permanent record*</b>	Necessary for use of other permanent records
	<b>C-25</b>	Habeas Corpus, Writs of	<b>Permanent record*</b>	Original process must be kept permanently. T.C.A. § 18-1-202(a)
	<b>C-26</b>	Judge's Opinions	<b>Permanent record*</b>	T.C.A. § 18-1-202(a)
	<b>C-27</b>	Litigation Tax Reports	Retain 10 years after last entry	Keep for audit purposes
	<b>C-28</b>	Minute Books and Indexes	<b>Permanent record</b>	Necessary for use of other permanent records
	<b>C-29</b>	Mittimuses	Retain 10 years*	T.C.A. § 18-1-202(a)
	<b>C-30</b>	Municipal Court with Concurrent Jurisdiction Docket Book, Criminal	<b>Permanent record</b>	Keep permanently as a basic record of the actions of the court
	<b>C-31</b>	Processes Served, Record of	<b>Retain 3 years after last entry. Note: Do not confuse with original process which must be kept permanently per T.C.A. § 18-1-202(a)</b>	Keep for audit purposes
	<b>C-32</b>	Receipts for Papers	Retain until all files and papers are returned	Working papers as defined in T.C.A. § 10-7-301(14)
	<b>C-33</b>	Reports, Municipal Court with Concurrent Jurisdiction	Retain 10 years after clerk's tenure is broken	Keep for audit purposes
	<b>C-34</b>	Rule Dockets and Indexes	<b>Permanent record*</b>	T.C.A. § 18-1-202(a)
	<b>C-35</b>	Search Warrants	Retain 10 years*	T.C.A. § 18-1-202(a)
	<b>C-36</b>	Subpoenas	Criminal cases: retain 10 years*; Civil cases: retain 3 years*	T.C.A. § 18-1-202
	<b>C-37</b>	Summonses	<b>Permanent record*</b>	T.C.A. § 18-1-202(a)
	<b>C-38</b>	Trial Exhibits and Evidence	Retain 10 years after final judgment, unless local rule of court provides different period*	T.C.A. § 18-1-202(a)
	<b>C-39</b>	Unclaimed Funds, Record of	<b>Permanent record*</b>	Keep for audit purposes and to allow interested parties to make inquiries
	<b>C-40</b>	Warrants	<b>Permanent record*</b>	T.C.A. § 18-1-202(a)
	<b>C-41</b>	Witness Books	Retain 10 years after last entry*	T.C.A. § 18-1-202(a)
<b>Elections</b>	<b>D-1</b>	Candidate List	Retain 4 years after election or for duration of term	Based on standard election cycle
	<b>D-2</b>	Certificate of Election	Retain 4 years after election or for duration of term	Based on standard election cycle
	<b>D-3</b>	Election Results	<b>Permanent record</b>	Has historical significance

	<b>D-4</b>	Precinct Maps	<b>Permanent record</b>	<i>Possible historical significance</i>
	<b>D-5</b>	Public Notices	Retain 4 years after election or for duration of term	<i>Based on standard election cycle. May be useful in future elections</i>
	<b>D-6</b>	Reapportioned Records (if city has districts or wards)	Retain until next reapportionment	<i>May have legal significance until completion of next reapportionment. May assist in next reapportionment</i>
<b>Engineering</b>	<b>E-1</b>	Aerial Photographs	<b>Permanent record</b>	<i>Keep for operational purposes through reappraisal appeals process and greenbelt recertification appeal period. High historical and archival value. T.C.A. § 13-3-402</i>
	<b>E-2</b>	Bridge and Street Project Files, Federal, State and Local	Retain 7 years after completion of project	<i>Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>E-3</b>	Building Plans	Retain for life of the building (plus additional time if litigation arises from building's early demise). Consider donating to archive.	<i>Necessary for maintenance and operation of physical plant</i>
	<b>E-4</b>	City Street List	<b>Permanent record</b>	<i>Necessary for street regulation and maintenance and to protect street department from allegations of working on private property</i>
	<b>E-5</b>	Complaints (Citizen Service Requests)	Retain 5 years	<i>Could constitute notice of unsafe condition</i>
	<b>E-6</b>	Deeds, Easements, Highway Rights-of-Way	<b>Permanent record in city recorder's office; city retains its own copy</b>	<i>Recorded copy is necessary to preserve city property rights. T.C.A. § 13-3-402</i>
	<b>E-7</b>	Maps and Map Books	<b>Permanent record</b>	<i>Keep for historical purposes</i>
	<b>E-8</b>	Ownership Maps and Index, Rural and Urban	Retain only current and one previous generation; older generations transferred to archive or library	<i>Useful for tracking property changes and as evidence in challenges to tax sales. High historical and archival value</i>
	<b>E-9</b>	Plats, Plat Books, Surveyors' Books and Indexes	<b>Permanent record</b>	<i>Necessary for maintenance and operation of city infrastructure. Eligible for recordation. T.C.A. § 13-3-402</i>
	<b>E-10</b>	Sign Inventory	Retain a current copy at all times	<i>Necessary to track inventory and maintenance of signs</i>
	<b>E-11</b>	Underground Utilities, Location of	<b>Permanent record</b>	<i>Necessary for maintenance and operation of city infrastructure. T.C.A. § 65-31-105 requires recording location of utilities with county</i>
	<b>E-12</b>	Work Orders	Retain 5 years	<i>Evidence in lawsuit</i>
<b>Finance</b>	<b>F-1</b>	Accounts Paid Files and Ledgers	Retain 7 years	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-2</b>	Accounts Payable	Retain 10 years	<i>Recommendation of the Comptroller — Internal Control and Compliance Manual for Tennessee Municipalities</i>

	<b>F-3</b>	Accounts Receivable	Retain 10 years	<i>Recommendation of the Comptroller — Internal Control and Compliance Manual for Tennessee Municipalities</i>
	<b>F-4</b>	Annual Reports to City Officials	<b>Permanent record</b>	<i>Keep for historical purposes</i>
	<b>F-5</b>	Appropriation Ordinance or Resolution	<b>Permanent record</b>	<i>Keep for audit and historical purposes</i>
	<b>F-6</b>	Audit Reports	<b>Permanent record</b>	<i>Recommendation of the Comptroller — Internal Control and Compliance Manual. Audit working papers of internal audit staff are confidential. T.C.A. § 10-7-504(22)(A)</i>
	<b>F-7</b>	Bank Deposit Books	Retain 6 years plus 1 year after last entry	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-8</b>	Bank Deposit Slips	Retain 7 years	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-9</b>	Bank Statements	Retain 7 years	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-10</b>	Bids, On Equipment and Supplies	Retain 7 years after contract expires	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-11</b>	Bonded Indebtedness, Record of	Bonds and coupons may be destroyed 15 years after the maturity date of such bonds	<i>T.C.A. § 9-21-123; T.C.A. § 28-3-113</i>
	<b>F-12</b>	Budget Records and Reports	<b>Annual budget preserved permanently in city legislative body minutes; retain other budget records and reports 5 years</b>	<i>Keep for audit purposes</i>
	<b>F-13</b>	Cancelled Checks	Retain 7 years	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-14</b>	Cash Journals	<b>Permanent record</b>	<i>Recommendation of the Comptroller — Internal Control and Compliance Manual. Important for demonstrating patterns in investigations of misappropriation of funds. Historical value</i>
	<b>F-15</b>	Cash Reconciliation Report	Retain 1 year after audit	<i>Keep for audit and review purposes</i>
	<b>F-16</b>	Check Books	Retain 7 years after date of last check	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-17</b>	Check Stubs	Retain 7 years	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-18</b>	Development and Proposal Files	Retain all unsuccessful applications 5 years; retain all records regarding grants received for life of grant plus 7 years	<i>Keep unsuccessful proposals in case of appeal or re-application. T.C.A. § 28-3-109</i>

	<b>F-19</b>	Financial Report to City Legislative Body	<b>Permanent record</b>	<i>Should be recorded in minutes of city legislative body. Permanent retention recommended by Comptroller — Internal Control and Compliance Manual</i>
	<b>F-20</b>	General Ledger Accounts	<b>Permanent record</b>	<i>Recommendation of the Comptroller — Internal Control and Compliance Manual for Tennessee Municipalities</i>
	<b>F-21</b>	General (Miscellaneous) Receipt Ledgers	Retain 7 years after last entry; if stored electronically, retain 7 years after date of creation	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-22</b>	Grant Documentation and Files	Retain for life of grant plus 7 years	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-23</b>	Investment Ledgers	Retain 10 years	<i>Keep for audit purposes and to address arbitrage concerns</i>
	<b>F-24</b>	Invoices	Retain 7 years	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-25</b>	Miscellaneous Receipts from Other Offices Receiving Money	Retain 7 years	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-26</b>	Receipt Books	Retain 7 years after last entry; if stored electronically, destroy 7 years after date of creation	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>F-27</b>	Sales Tax Report	Retain 10 years	<i>Kept longer than usual audit standard in case of dispute regarding city/county distribution of revenues</i>
	<b>F-28</b>	Travel Authorizations	Retain 5 years	<i>Keep for audit purposes</i>
	<b>F-29</b>	Unclaimed Funds, Record of	Retain 10 years	<i>Keep for audit purposes and to allow interested parties to make inquiries</i>
<b>Fleet Services</b>	<b>H-1</b>	Vehicle and Equipment Purchase and Maintenance Records	Retain for life of vehicle or equipment plus one year	<i>Determination for replacement, proof of maintenance; possible tort action</i>
<b>General Administration</b>	<b>I-1</b>	Affidavits of Exemption from Business Licenses (T.C.A. § 67-4-712)	If license granted, retain until expiration of license plus 10 years; if license not granted, retain 1 year	<i>Keep for audit purposes. T.C.A. § 67-4-712(a)</i>
	<b>I-2</b>	Alcoholic Beverage Commission Applications	If application granted, retain for life of permit. If application denied, retain 1 year past final action.	<i>Retain successful applications for audit purposes. Retain denied applications in case of appeal under T.C.A. § 27-9-101 et seq.</i>
	<b>I-3</b>	Bankruptcy, Notice of	Retain 11 years	<i>Based on statute of limitations for collection of property taxes plus 1 year. T.C.A. § 67-5-1806</i>
	<b>I-4</b>	Beer Applications and Permits	Retain 5 years after the permit is terminated	<i>Keep for audit purposes</i>
	<b>I-5</b>	Beer Tax Reports and Receipts	Retain 3 years	<i>Source documents must be kept by wholesalers and retailers for 2 years. T.C.A. § 57-5-206(b)</i>
	<b>I-6</b>	Business and Privilege Licenses	Retain 5 years after license has expired	<i>Keep for audit purposes</i>

	<b>I-6A</b>	Business Tax Returns (T.C.A. § 67-4-715)	Retain 7 years after January of the year in which taxes accrue	<i>T.C.A. § 67-1-1501(a); Westinghouse Electric Corp. v. King, 678 S.W.2d 19 (Tenn. 1984)</i>
	<b>I-7</b>	Contracts	Retain 7 years after termination of contract	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>I-8</b>	Contracts, Construction	Retain 7 years or until expiration of guarantees; if no guarantees, retain 7 years after completion	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>I-9</b>	Correspondence Files	Retain based on subject matter or 5 years, whichever is longer; appraise for continuing administrative usefulness or historical value	<i>Maintain for reasonable period in case of continued action related to the correspondence</i>
	<b>I-9A</b>	E-mail Records (by category): [1] Spam — discard immediately; [2] Contract-related — 7 years; [3] Tort litigation-related — 2 years; [4] Personnel status — 5 years; [5] Other — subject matter or 5 years, whichever longer	[1] May be discarded immediately; [2] 7 years or until expiration of guarantee; [3] 2 years; [4] 5 years; [5] Based on subject matter or 5 years, whichever longer	<i>[2] T.C.A. § 28-3-109; [3] Based on statute of limitations for tort plus 1 year; [4] Various statutes</i>
	<b>I-10</b>	Deeds for City Properties, Copies of	Destroy when obsolete or when purpose of retention has been served	<i>Working papers per T.C.A. § 10-7-301(14). Filed permanently with county register of deeds</i>
	<b>I-11</b>	Facility Inspection and Maintenance Records	Retain 5 years	<i>Possible significance in tort cases</i>
	<b>I-12</b>	Fixed Assets	Retain 5 years after disposal of property	<i>Keep for audit purposes</i>
	<b>I-13</b>	General (Nonfinancial) Monthly and Quarterly Reports to City Officials	Retain until information incorporated into minutes or annual report; if not included, retain 2 years	<i>Useful in preparing budgets in following years</i>
	<b>I-14</b>	Insurance Policies	Retain 10 years after expiration or replacement of policy	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>I-15</b>	Leases (Real Property)	<b>Permanent record</b>	<i>Keep to track property rights. Note: If lease is more than 3 years, eligible for recordation under T.C.A. § 66-24-101(a)(15)</i>
	<b>I-16</b>	Leases and Agreements for Use of Equipment	Retain 7 years after completion or expiration of lease or agreement	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>I-17</b>	Legal Opinions and Court Decisions	Retain 20 years or until record no longer relevant, whichever is later	<i>Court opinions can have continuing impact on operations</i>
	<b>I-18</b>	Liens, Tax	<b>Permanent record</b>	<i>Impractical to ascertain expiration of lien to know when record could be destroyed</i>
	<b>I-19</b>	Minutes of City Legislative Body	<b>Permanent record</b>	<i>City charter requirement; T.C.A. §§ 8-44-101 et seq. (Open Meetings Law). Keep also for historical purposes</i>
	<b>I-20</b>	Rough Minutes and Roll Calls of City Legislative Body	Retain until minutes are approved by city legislative body	<i>Working papers as defined in T.C.A. § 10-7-301(14)</i>

	<b>I-21</b>	Minutes of Other Boards (planning commission, utility board, beer board, etc.)	<b>Permanent record. Rough minutes may be destroyed after final version is approved.</b>	<i>Actions recorded in minutes are effective until superseded/amended or rescinded/repealed. Keep for historical purposes</i>
	<b>I-22</b>	Motor Vehicle City Stickers	Retain 5 years	<i>Keep for audit purposes</i>
	<b>I-22A</b>	Mutual Aid Documents (declarations of emergency, written requests for assistance, invoices for reimbursement)	Retain 2 years	<i>Keep for possible litigation purposes</i>
	<b>I-23</b>	Official Bonds and Oaths of City Officials	Retain 10 years after term covered by bond or oath	<i>Based on statute of limitations for actions on public officers' bonds. T.C.A. § 28-3-110</i>
	<b>I-24</b>	Ordinances	<b>Permanent record</b>	<i>Charter requirements. Ordinances must be retained to provide evidence of existence and proof of lawful enactment. Superseded ordinances have historical and legal value</i>
	<b>I-25</b>	Pawnbroker's Licenses, Applications and Related Records	Retain 5 years after license is terminated	<i>Keep for audit purposes and to maintain accurate record of licensed pawnbrokers</i>
	<b>I-26</b>	Powers of Attorney, Record of	<b>Retain permanently or until power of attorney is formally revoked</b>	<i>Keep for audit purposes</i>
	<b>I-28</b>	Reports of City Officials, Departments, Commissions, and Committees	<b>If not recorded in legislative body's minutes, preserve permanently one copy of annual reports; if no annual report, preserve permanently one copy of all monthly/quarterly/semiannual reports</b>	<i>Constitutes historical record of operation of various offices, departments, and committees</i>
	<b>I-29</b>	Settlement Agreements	Retain 7 years after terms of the agreement have been met	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
<b>Permits</b>	<b>J-1</b>	Approval Permit Applications for Solid Waste Disposal Facilities	Retain throughout active life of the facility and through the post-closure care period	<i>Keep to show compliance with regulations and defend against Superfund liability. Tenn. Comp. R. and Regs. 0400-11-01-.02</i>
	<b>J-2</b>	Building Permits, Inspections, Certificates of Occupancy, Copies of	Retain 5 years after issuance of certificate of occupancy or final inspection	<i>Used to find new construction and in state audits of cities enforcing own codes. T.C.A. § 68-120-101(b)(4); T.C.A. § 28-3-202 (4-year statute of limitations from date of substantial completion). Note: Notify property assessor of completion before record is destroyed</i>
	<b>J-3</b>	Contractor License Books	Retain 5 years after all licenses in the book have expired	<i>Keep for audit purposes</i>
	<b>J-4</b>	Demolition Orders	Retain 5 years	<i>Retain for research and litigation purposes</i>
	<b>J-5</b>	Violation Notices	Retain 5 years	<i>Retain to document municipal actions concerning violations and for reference purposes</i>
<b>Personnel</b>	<b>K-1</b>	Advertisements Regarding Job Openings, and Records of Promotions, Training Programs, and Overtime Work	Retain 5 years	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>

	<b>K-2</b>	Age Records	Retain 3 years*	<i>Fair Labor Standards Act (29 C.F.R. 516); Age Discrimination in Employment Act (29 C.F.R. 1627.3)</i>
	<b>K-3</b>	Americans with Disabilities Act — Employer Records (Request for reasonable accommodations)	Retain 2 years*	<i>Same employer record retention requirements as Civil Rights Act of 1964 as Amended; Title VII (29 C.F.R. 1602.31)</i>
	<b>K-4</b>	Applications, Resumes, or Other Replies to Job Advertisements (including Temporary Positions)	Retain 5 years from date record was made or personnel action was taken, whichever is later. Note: If city has policy of not accepting unsolicited resumes, they do not have to be retained.	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
	<b>K-5</b>	Bloodborne Pathogens/Infectious Material Standard: [1] Written exposure plan — retain current; [2] Medical records — retain duration of employment plus 30 years*; [3] Training records — retain 3 years*; [4] Employee exposure records — retain 30 years*	[1] Must be available to workers and kept current; [2] Duration of employment plus 30 years*; [3] 3 years*; [4] 30 years*	<i>OSHA 29 C.F.R. 1910.1030; 29 C.F.R. 1910.1020</i>
	<b>K-6</b>	Citizenship or Authorization to Work (Form I-9)	Retain for all current employees and 1 year after separation; minimum 3 years	<i>Immigration Reform and Control Act (8 C.F.R. 274a.2)</i>
	<b>K-7</b>	Contracts, Employee	Retain until 7 years after termination of employment	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>K-8</b>	Contracts, Personal Service of Independent Contractor	Retain 7 years after termination of contract	<i>Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109</i>
	<b>K-9</b>	Demotion Records	Retain 5 years	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
	<b>K-10</b>	Discrimination or Enforcement Charges — Personnel Records Relevant to Charge	Retain until final disposition of charge or action*	<i>Age Discrimination in Employment Act (29 C.F.R. 1627.3(b)(3)); Title VII (29 C.F.R. 1602.31); Executive Order 11246</i>
	<b>K-11</b>	Drug Testing Records (Required by Dept. of Transportation): 5 years — breath alcohol .02+, positive tests, refusals, calibration, evaluations, summaries, SAP reports, administration records, follow-up; 3 years — certain administration records; 2 years — certain records; 1 year — negative/cancelled results, alcohol tests under .02	5 years*; 3 years*; 2 years*; 1 year* (varies by record type)	<i>Omnibus Transportation Employee Testing Act of 1991; 49 C.F.R. 40.333; 49 C.F.R. 655.71</i>
	<b>K-12</b>	EEOC Information (EEO-4 Report Records) — required for jurisdictions with 15 or more employees	Retain 2 years from date of making the record or personnel action, whichever is later*	<i>29 C.F.R. 1602.31</i>
	<b>K-13</b>	Employee Earnings Records	Retain office record 3 years*; then microfilm or archive and keep 70 years (based on approximate lifespan of employee; may destroy earlier if employee and potential claimants are deceased)	<i>Age Discrimination in Employment Act (29 C.F.R. 1627.3); Fair Labor Standards Act (29 C.F.R. 516.5)</i>

	<b>K-14</b>	Employer Information Report (EEO-4) — required for jurisdictions with 100+ employees or 15+ employees from whom commission requests report	Retain copy at each central office for 3 years*	<i>Title VII of the Civil Rights Act (29 C.F.R. 1602.32)</i>
	<b>K-15</b>	Employer Records of Leave Under FMLA — Non-Exempt Employees	Retain 3 years*. No particular order or form of records required.	<i>Family and Medical Leave Act (29 C.F.R. 825.500)</i>
	<b>K-16</b>	Employment Contracts — FLSA (individual contracts, collective bargaining agreements, plans and trusts)	Retain 5 years	<i>Fair Labor Standards Act (29 C.F.R. 516.5); Equal Pay Act (29 C.F.R. 1620.32(b)); 28 U.S.C. § 1658</i>
	<b>K-17</b>	Employment Tax Records	Retain 4 years	<i>Internal Revenue Code (26 C.F.R. 31.6001-1)</i>
	<b>K-18</b>	Family and Medical Leave Act — Employer Records of Leave (Exempt Employees)	Retain 3 years*. No particular order or form of records required.	<i>Family and Medical Leave Act (29 C.F.R. 825.500; 825.110; 825.206)</i>
	<b>K-19</b>	Garnishment Documents	Retain 3 years*	<i>Fair Labor Standards Act (29 C.F.R. 516.5) requires 3 years; Equal Pay Act (29 C.F.R. 1620.32(c)) requires 2 years; retain to comply with longer period</i>
	<b>K-20</b>	Group Health Insurance Coverage After Qualifying Events (COBRA)	Retain 7 years	<i>Internal Revenue Code (26 C.F.R. 54.4980B)</i>
	<b>K-21</b>	Hiring Records	Retain 5 years from date records are made or personnel action is taken, whichever is later	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
	<b>K-22</b>	Insurance/Retirement Plans: [1] Benefit plan descriptions — retain during plan plus 1 year after termination*; [2] Supporting records — retain not fewer than 6 years after filing date*	[1] During plan plus 1 year after termination*; [2] Not fewer than 6 years after filing date*; retain longer if needed to determine participant's benefit entitlement	<i>Age Discrimination in Employment Act (29 C.F.R. 1627.3(b)(2)); ERISA (29 C.F.R. 2520.101-1 through 2520.104b-30)</i>
	<b>K-23</b>	Layoff Selection	Retain 5 years from date record made or personnel action taken	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
	<b>K-24</b>	Material Safety Data Sheets (MSDSs): [1] Current MSDSs — no specific retention, must be current; [2] Records of chemicals used — retain 30 years*	[1] No specific retention; must be maintained current; [2] Retain 30 years*	<i>OSHA 29 C.F.R. 1910.1020(d)(1)(ii)(B)</i>
	<b>K-25</b>	Minimum Wage and Overtime Charges	Retain 3 years*	<i>Fair Labor Standards Act (29 C.F.R. 516.6) requires 2 years; Department of Labor can request records going back 3 years</i>
	<b>K-26</b>	Occupational Injuries and Illness Records (OSHA Form 300, 300A, and 301)	Retain 5 years following the end of the year to which records relate*	<i>OSHA 29 C.F.R. 1904.33</i>
	<b>K-27</b>	Older Workers Benefit Protection Act — Employer Records; Waiver of ADEA rights	<b>Retain 3 years*; retaining waiver permanently recommended</b>	<i>Age Discrimination in Employment Act (29 C.F.R. 1627.3; 29 C.F.R. 1602.30)</i>
	<b>K-28</b>	Payroll Records — Additions or Deductions from Wages Paid	Retain 5 years	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
	<b>K-29</b>	Payroll Records — Age Discrimination in Employment Act (name, address, DOB, occupation, rate of pay, weekly compensation)	Retain 5 years	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
	<b>K-30</b>	Payroll Records — Basis on Which Wages Are Paid	Retain 5 years	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>

<b>K-31</b>	Payroll Records — FLSA Exempt Employees	Retain 5 years	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
<b>K-32</b>	Payroll Records — FLSA Non-Exempt Employees	Retain 5 years	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
<b>K-33</b>	Payroll Records — Title VII Purposes (rates of pay or terms of compensation)	Retain 5 years from date record is made or personnel action taken, whichever is later	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
<b>K-34</b>	Permit — Required Confined Space (canceled permit entry forms and training certification)	Permit entry forms: retain 1 year*; training certifications: no retention period specified but must be open to inspection	<i>OSHA 29 C.F.R. 1910.146(e)(6); 29 C.F.R. 1910.146(g)(4)</i>
<b>K-35</b>	Personnel Files	Retain 7 years after termination. Note: Medical records — retain 30 years after termination*; exposure records — retain at least 30 years*	<i>Based on 5-year statute of limitations for personnel actions plus 2 years. OSHA 29 C.F.R. 1910.1020(d)(1)</i>
<b>K-36</b>	Personnel Policies	Retain 3 years after the policy is superseded	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
<b>K-37</b>	Physical/Medical Records — General	Retain 5 years	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
<b>K-38</b>	Physical/Medical Records Under FMLA (maintained in separate confidential files)	Retain 3 years*. No particular order or form required.	<i>Family and Medical Leave Act (29 C.F.R. 825.500)</i>
<b>K-39</b>	Physical/Medical Records Under OSHA	Retain for duration of employment plus 30 years unless specific OSHA standard provides different period	<i>OSHA 29 C.F.R. 1910.1020</i>
<b>K-40</b>	Promotion Records or Notices	Retain 5 years from date record is made or personnel action is taken, whichever is later	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
<b>K-41</b>	Seniority or Merit Rating Systems	Retain for the period the plan or system is in effect plus 5 years	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
<b>K-42</b>	Termination Records	Retain 5 years from date record is made or personnel action taken, whichever is longer	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
<b>K-43</b>	Time Worked Records	Retain 5 years	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
<b>K-44</b>	Transfer Records	Retain 5 years from date record is made or personnel action taken, whichever is later	<i>28 U.S.C. § 1658; Jones v. R.R. Donnelley &amp; Sons Co., 541 U.S. 369 (2004)</i>
<b>K-45</b>	Travel Authorizations	Retain 5 years after creation of record	<i>Keep for audit purposes</i>
<b>K-46</b>	Veterans, Military Leave	Retain 7 years	<i>Uniform Services Employment and Reemployment Rights Act (5 C.F.R. 1208). Note: Service limit on active duty time eligible for reemployment can be up to 5 years</i>

	<b>K-47</b>	W-2s (Annual Wage and Tax Statements)	Retain 7 years	Keep for audit purposes
	<b>K-48</b>	W-4s (Withholding Allowance Certificates)	Retain 5 years after superseded or upon separation of employee	Keep for audit purposes
	<b>K-49</b>	Wage Rate Tables	Retain 3 years*	Fair Labor Standards Act (29 C.F.R. 516.6) requires 2 years; Department of Labor can request records going back 3 years
<b>Planning and Zoning</b>	<b>L-1</b>	Board of Zoning Appeals Action	<b>Application — 1 year after application; Disapproval — 1 year after action; Approved Action — Permanent record</b>	Statute of limitations. Variance runs with land
	<b>L-2</b>	Minutes of Commissions and Boards (planning commission and board of zoning appeals)	<b>Permanent record</b>	Actions recorded in minutes are effective until superseded or rescinded. Keep for historical purposes
	<b>L-3</b>	Plan and Plat Records	<b>Permanent record</b>	Could have bearing on land title
	<b>L-4</b>	Reports/Recommendations of the Planning Commission to the Governing Body	<b>Permanent record</b>	Keep for historical purposes
	<b>L-5</b>	Request for Zoning Change	Retain 5 years	Appeals
	<b>L-6</b>	Studies and Reports of the Planning Commission (including comprehensive plans, future facilities plans)	<b>Permanent record</b>	Keep for historical purposes
	<b>L-7</b>	Subdivision Regulations	<b>Permanent record</b>	Documents must be retained to provide evidence of existence and proof of lawful enactment. Superseded documents have historical and legal value
	<b>L-8</b>	Zoning Map and Ordinance	<b>Permanent record</b>	Documents must be retained to provide evidence of existence and proof of lawful enactment. Superseded documents have historical and legal value
<b>Purchasing</b>	<b>O-1</b>	Bids (including advertisements, all bids awarded and unsuccessful)	Retain 7 years after contract expires	Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109
	<b>O-2</b>	Contracts	Retain 7 years after termination of contract	Based on statute of limitations for breach of contract. T.C.A. § 28-3-109
	<b>O-3</b>	Minutes of Bid Openings	Retain 1 year after award	Necessary in case of challenge to bid award
	<b>O-4</b>	Purchase Orders	Retain 5 years after creation of the record	Keep for audit purposes
	<b>O-5</b>	Requisitions and Requisitions for Purchase	Retain 5 years after creation of the record	Keep for audit purposes
	<b>O-6</b>	Street Contracts and Bonds	Retain contracts until expiration of guarantees; if no guarantees, retain 7 years after completion. Retain bonds 7 years after release, replacement, or expiration.	Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109
<b>Recreation and Parks</b>	<b>P-1</b>	Liability Releases (forms signed by participants absolving municipality of liability)	Retain 2 years; if subject of lawsuit, keep until final determination	Based on statute of limitations for tort actions plus 1 year

	<b>P-2</b>	Rosters of Activity Participants	Retain 2 years; if subject of lawsuit, keep until final determination	<i>Based on statute of limitations for tort actions plus 1 year</i>
	<b>P-3</b>	Safety Inspections of Playgrounds and Equipment	Retain 5 years; if subject of lawsuit, keep until final determination	<i>Possible significance in tort actions based upon defective structure</i>
	<b>P-4</b>	Swimming Pool Records (users, safety measures, chemicals)	Retain 2 years; if subject of lawsuit, keep until final determination	<i>Based on statute of limitations for tort actions plus 1 year</i>
<b>Solid Waste</b>	<b>R-1</b>	Amount of Solid Waste (in Tons) Received at Municipal Solid Waste Facilities, Record of	Retain 3 years	<i>Tenn. Comp. R. &amp; Regs. 0400-11-01-.08(3). Mandatory only if city operates a landfill</i>
	<b>R-2</b>	Annual Report of Materials Collected at Recycling Center by Operator	Retain 10 years	<i>Retention based on planning cycle of 10-year regional plan. Mandatory only if city operates a landfill</i>
	<b>R-3</b>	Approved Permit Applications for Solid Waste Disposal Facilities	Retain throughout active life of the facility and through the post-closure care period*	<i>Tenn. Comp. R. &amp; Regs. 0400-11-01-.02(3)(iv). Keep to show compliance and defend against Superfund liability. Mandatory only if city operates a landfill</i>
	<b>R-4</b>	Closure/Post-Closure Landfill Plan	Retain up-to-date plan throughout active life of the facility and through the post-closure care period*	<i>Tenn. Comp. R. &amp; Regs. 0400-11-01-.08(3). Keep to show compliance and defend against Superfund liability. Mandatory only if city operates a landfill</i>
	<b>R-5</b>	Gas Migration Control Standard — Monitoring Records	Retain throughout active life of the facility and through the post-closure care period*	<i>Tenn. Comp. R. &amp; Regs. 0400-11-01-.04(5)(a)(4). Keep to show compliance and defend against Superfund liability. Mandatory only if city operates a landfill</i>
	<b>R-6</b>	Groundwater Sampling Records	Retain throughout active life of the facility and through the post-closure care period*	<i>Tenn. Comp. R. &amp; Regs. 0400-11-01-.04(7)(a)(4). Keep to show compliance and defend against Superfund liability. Mandatory only if city operates a landfill</i>
	<b>R-7</b>	Monitoring Records (date, place, time of sampling; individual performing; analytical techniques; results)	Retain throughout active life of the facility and through the post-closure care period*	<i>Tenn. Comp. R. &amp; Regs. 0400-11-01-.13. Keep to show compliance and defend against Superfund liability. Mandatory only if city operates a landfill</i>
	<b>R-8</b>	Permit-By-Rule Authorizations and Records	Retain throughout active life of the facility and through the post-closure care period	<i>Tenn. Comp. R. &amp; Regs. 0400-11-01-.02. Keep to show compliance and defend against Superfund liability. Mandatory only if city operates a landfill</i>
	<b>R-9</b>	Special Waste Approvals and Records	Retain throughout active life of the facility and through the post-closure care period	<i>Tenn. Comp. R. &amp; Regs. 0400-11-01-.02. Keep to show compliance and defend against Superfund liability. Mandatory only if city operates a landfill</i>

**PERMANENT RECORDS — Never Destroy**

Department	Series ID	Record Name / Description	Legal Authority / Rationale
Courts	C-1	Affidavit of Complaint	T.C.A. § 18-1-202(a)
Courts	C-3	Appearance and Rule Dockets	T.C.A. § 18-1-202(a)
Courts	C-12	Capias	Original process must be kept permanently. T.C.A. § 18-1-202(a)
Courts	C-13	Case Ledgers	Recommended by the Comptroller — Internal Control and Compliance Manual for Tennessee Municipalities
Courts	C-14	Citation	Original process must be kept permanently. T.C.A. § 18-1-202(a)
Courts	C-17	Criminal Actions, Record of	T.C.A. § 18-1-202(a)
Courts	C-23	General Account Ledgers (Execution Docket)	T.C.A. § 18-1-202(a)
Courts	C-24	General Index	Necessary for use of other permanent records
Courts	C-25	Habeas Corpus, Writs of	Original process must be kept permanently. T.C.A. § 18-1-202(a)
Courts	C-26	Judge's Opinions	T.C.A. § 18-1-202(a)
Courts	C-28	Minute Books and Indexes	Necessary for use of other permanent records
Courts	C-30	Municipal Court with Concurrent Jurisdiction Docket Book, Criminal	Keep permanently as a basic record of the actions of the court
Courts	C-31	Processes Served, Record of	Keep for audit purposes
Courts	C-34	Rule Dockets and Indexes	T.C.A. § 18-1-202(a)
Courts	C-37	Summonses	T.C.A. § 18-1-202(a)
Courts	C-39	Unclaimed Funds, Record of	Keep for audit purposes and to allow interested parties to make inquiries
Courts	C-40	Warrants	T.C.A. § 18-1-202(a)
Elections	D-3	Election Results	Has historical significance
Elections	D-4	Precinct Maps	Possible historical significance
Engineering	E-1	Aerial Photographs	Keep for operational purposes through reappraisal appeals process and greenbelt recertification appeal period. High historical and archival value. T.C.A. § 13-3-402
Engineering	E-4	City Street List	Necessary for street regulation and maintenance and to protect street department from allegations of working on private property
Engineering	E-6	Deeds, Easements, Highway Rights-of-Way	Recorded copy is necessary to preserve city property rights. T.C.A. § 13-3-402
Engineering	E-7	Maps and Map Books	Keep for historical purposes
Engineering	E-9	Plats, Plat Books, Surveyors' Books and Indexes	Necessary for maintenance and operation of city infrastructure. Eligible for recordation. T.C.A. § 13-3-402

<b>Engineering</b>	<b>E-11</b>	Underground Utilities, Location of	<i>Necessary for maintenance and operation of city infrastructure. T.C.A. § 65-31-105 requires recording location of utilities with county</i>
<b>Finance</b>	<b>F-4</b>	Annual Reports to City Officials	<i>Keep for historical purposes</i>
<b>Finance</b>	<b>F-5</b>	Appropriation Ordinance or Resolution	<i>Keep for audit and historical purposes</i>
<b>Finance</b>	<b>F-6</b>	Audit Reports	<i>Recommendation of the Comptroller — Internal Control and Compliance Manual. Audit working papers of internal audit staff are confidential. T.C.A. § 10-7-504(22)(A)</i>
<b>Finance</b>	<b>F-12</b>	Budget Records and Reports	<i>Keep for audit purposes</i>
<b>Finance</b>	<b>F-14</b>	Cash Journals	<i>Recommendation of the Comptroller — Internal Control and Compliance Manual. Important for demonstrating patterns in investigations of misappropriation of funds. Historical value</i>
<b>Finance</b>	<b>F-19</b>	Financial Report to City Legislative Body	<i>Should be recorded in minutes of city legislative body. Permanent retention recommended by Comptroller — Internal Control and Compliance Manual</i>
<b>Finance</b>	<b>F-20</b>	General Ledger Accounts	<i>Recommendation of the Comptroller — Internal Control and Compliance Manual for Tennessee Municipalities</i>
<b>General Administration</b>	<b>I-15</b>	Leases (Real Property)	<i>Keep to track property rights. Note: If lease is more than 3 years, eligible for recordation under T.C.A. § 66-24-101(a)(15)</i>
<b>General Administration</b>	<b>I-18</b>	Liens, Tax	<i>Impractical to ascertain expiration of lien to know when record could be destroyed</i>
<b>General Administration</b>	<b>I-19</b>	Minutes of City Legislative Body	<i>City charter requirement; T.C.A. §§ 8-44-101 et seq. (Open Meetings Law). Keep also for historical purposes</i>
<b>General Administration</b>	<b>I-21</b>	Minutes of Other Boards (planning commission, utility board, beer board, etc.)	<i>Actions recorded in minutes are effective until superseded/amended or rescinded/repealed. Keep for historical purposes</i>
<b>General Administration</b>	<b>I-24</b>	Ordinances	<i>Charter requirements. Ordinances must be retained to provide evidence of existence and proof of lawful enactment. Superseded ordinances have historical and legal value</i>
<b>General Administration</b>	<b>I-26</b>	Powers of Attorney, Record of	<i>Keep for audit purposes</i>
<b>General Administration</b>	<b>I-28</b>	Reports of City Officials, Departments, Commissions, and Committees	<i>Constitutes historical record of operation of various offices, departments, and committees</i>
<b>Personnel</b>	<b>K-27</b>	Older Workers Benefit Protection Act — Employer Records; Waiver of ADEA rights	<i>Age Discrimination in Employment Act (29 C.F.R. 1627.3; 29 C.F.R. 1602.30)</i>
<b>Planning and Zoning</b>	<b>L-1</b>	Board of Zoning Appeals Action	<i>Statute of limitations. Variance runs with land</i>
<b>Planning and Zoning</b>	<b>L-2</b>	Minutes of Commissions and Boards (planning commission and board of zoning appeals)	<i>Actions recorded in minutes are effective until superseded or rescinded. Keep for historical purposes</i>
<b>Planning and Zoning</b>	<b>L-3</b>	Plan and Plat Records	<i>Could have bearing on land title</i>
<b>Planning and Zoning</b>	<b>L-4</b>	Reports/Recommendations of the Planning Commission to the Governing Body	<i>Keep for historical purposes</i>
<b>Planning and Zoning</b>	<b>L-6</b>	Studies and Reports of the Planning Commission (including comprehensive plans, future facilities plans)	<i>Keep for historical purposes</i>

<b>Planning and Zoning</b>	<b>L-7</b>	Subdivision Regulations	<i>Documents must be retained to provide evidence of existence and proof of lawful enactment. Superseded documents have historical and legal value</i>
<b>Planning and Zoning</b>	<b>L-8</b>	Zoning Map and Ordinance	<i>Documents must be retained to provide evidence of existence and proof of lawful enactment. Superseded documents have historical and legal value</i>

### LOCAL AMENDMENT — Series E-2: Bridge and Street Project Files

Town of Farragut | Resolution No. \_\_\_\_\_ | Date: \_\_\_\_\_

Record Subset	MTAS Default Retention	Approved Local Retention	Legal Basis
Project plans, drawings, and as-built documents	Retain 7 years after completion of project	<b>PERMANENT — Never Destroy</b>	<i>Long-term value for future infrastructure improvements and public safety</i>
All other E-2 records (correspondence, contracts, invoices, etc.)	Retain 7 years after completion of project	<b>Retain 7 years after completion of project — No change</b>	<i>T.C.A. § 28-3-109 (statute of limitations for breach of contract plus 1 year)</i>

**Note:** This local amendment applies only to project plans, drawings, and as-built documents within Series E-2. All other records in Series E-2 follow the standard MTAS retention period of 7 years after completion of project. This amendment is recorded in Appendix A of the Town of Farragut Records Retention Policy.

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Darryl Smith, Town Engineer

**Subject:** Approval of Revisions to Stormwater Advisory Committee Charter

**Introduction & Background:** During the Board's Workshop discussion on June 11, 2026, Board members requested revisions to the Stormwater Advisory Committee Charter.

**Discussion & Recommendations:** The purpose of the revisions is to add one member of the Board of Mayor and Aldermen to the membership of the Stormwater Advisory Committee, making a total of eight members. A redlined copy of the Charter with proposed revisions is attached, along with a clean copy of the Charter.

**Recommended By:** Darryl Smith, Town Engineer for approval.

**Proposed Motion:** Approval of proposed revisions to the Charter of the Stormwater Advisory Committee.



## Stormwater Advisory Committee (SAC)

### Charter

#### Background

The Town of Farragut (Town), along with all other cities in the United States with populations in the 10,000-100,000 range, is required by the U.S. Environmental Protection Agency to participate in Phase II of the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Program. In Tennessee the Phase II NPDES program is administered by the Tennessee Department of Environment and Conservation (TDEC).

The first requirement of the program was that participating municipalities submit a Notice of Intent (NOI) to comply with the provisions of a state-written general permit. That NOI, submitted to TDEC in March 2003, included a plan of action by the Town to develop and implement an ongoing program of storm water management directed at the protection and improvement of water quality of the local water resources. The program is structured to address six specific measures:

1. Public education and outreach on storm water impacts;
2. Public involvement and participation;
3. Illegal discharge detection and elimination, including outfall and storm sewer system mapping;
4. Construction site storm water runoff control;
5. Post-construction storm water management in new development and redevelopment, including the development of best management practices (BMP's) that will be used to maintain high water quality in surface runoff; and
6. Pollution prevention for municipal activities and operations, such as vehicle washing and grounds maintenance.

The Farragut Board of Mayor and Aldermen (FBMA) and Town staff believe that the implementation of the stormwater management program outlined in the NOI is best facilitated by participation of various key stakeholders. Accordingly, a Stormwater Advisory Committee (SAC) is herewith chartered by the FBMA to provide oversight for the program in cooperation with the public, Town staff, and FBMA.

#### Mission

The Stormwater Advisory Committee will serve as a mechanism to provide oversight in an advisory capacity of the stormwater management program as outlined in the Town's NOI. The SAC will process information, requests, and recommendations from the public and Town staff, and advise the FBMA, the Farragut Municipal Planning Commission, and staff. Furthermore, the

SAC will perform other activities as specified for SAC action in the Farragut Municipal Code, Subdivision Regulations, and other town ordinances.

### Membership

The Stormwater Advisory Committee shall consist of ~~seven (7)~~ eight (8) voting members appointed by the FBMA, and, if available for appointment, one (1) non-voting youth-member appointed by the majority vote of the committee. Voting members shall be composed of at least one (1) member that is a specialist in hydrology/water quality or aquatic ecology/water quality, at least one (1) member that is a civil or environmental engineer (preferably with a P.E. certification), at least one (1) member that is a practicing landscape architect, nursery professional, horticulturalist, or forester, one (1) member that is a member of the Farragut Municipal Planning Commission, one (1) member that is a member of the FBMA, and the remaining members from the public at large. (If applications for voting membership to the committee do not include these specific specialists, other individuals may be appointed at the discretion of the FBMA, preferably individuals with interest, knowledge, and expertise in stormwater management, environmental issues, or science.)

Voting members are appointed to a two-year term and may be re-appointed. Terms shall be staggered. In case of resignation, death, or removal from office, another appointment shall be made to finish out the unexpired term of office of the former member. Members of the committee may be removed for cause by the Board of Mayor and Aldermen at any time. The non-voting youth member's term may be for one fiscal year or less depending on the youth member's availability. The non-voting youth member may be removed from the committee at any time by majority vote of the committee.

Attendance at scheduled meetings is a requirement for committee membership. Unexcused absence from three meetings in any one year may be cause for removal from the committee by the Board of Mayor and Aldermen. Illness, job requirements, and military duty shall be considered excused absences.

The SAC will determine meeting protocol, elect a chair, vice chair and a secretary, and maintain meeting minutes. Meetings of the committee will be public meetings consistent with Town practices and Tennessee Law. The public will be invited to provide input as the stormwater management program evolves. The Town Engineer and the Town Community Development Director will participate in the SAC meetings as advisors.

The SAC shall provide the FBMA a written report at the Board's first meeting in May of each year or as soon thereafter as possible. The report shall: (1) summarize activities of the committee during the preceding twelve months, (2) describe the Town's program in addressing the six specific measures (see above), (3) evaluate the effectiveness of the SAC in addressing its mission (see above), (4) recommend further actions regarding the Town's NOI, and (5) recommend an action plan for the SAC for the next fiscal year for approval of the Board.

This charter was approved by the Farragut Board of Mayor and Aldermen on ~~April 26, 2018~~ June 25, 2026.



## Stormwater Advisory Committee (SAC)

### Charter

#### Background

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1. Public education and outreach on storm water impacts;
2. Public involvement and participation;
3. Illegal discharge detection and elimination, including outfall and storm sewer system mapping;
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The Farragut Board of Mayor and Aldermen (FBMA) and Town staff believe that the implementation of the stormwater management program outlined in the NOI is best facilitated by participation of various key stakeholders. Accordingly, a Stormwater Advisory Committee (SAC) is herewith chartered by the FBMA to provide oversight for the program in cooperation with the public, Town staff, and FBMA.

#### Mission

The Stormwater Advisory Committee will serve as a mechanism to provide oversight in an advisory capacity of the stormwater management program as outlined in the Town's NOI. The SAC will process information, requests, and recommendations from the public and Town staff, and advise the FBMA, the Farragut Municipal Planning Commission, and staff. Furthermore, the

SAC will perform other activities as specified for SAC action in the Farragut Municipal Code, Subdivision Regulations, and other town ordinances.

### **Membership**

The Stormwater Advisory Committee shall consist of eight (8) voting members appointed by the FBMA, and, if available for appointment, one (1) non-voting youth-member appointed by the majority vote of the committee. Voting members shall be composed of at least one (1) member that is a specialist in hydrology/water quality or aquatic ecology/water quality, at least one (1) member that is a civil or environmental engineer (preferably with a P.E. certification), at least one (1) member that is a practicing landscape architect, nursery professional, horticulturalist, or forester, one (1) member that is a member of the Farragut Municipal Planning Commission, one (1) member that is a member of the FBMA, and the remaining members from the public at large. (If applications for voting membership to the committee do not include these specific specialists, other individuals may be appointed at the discretion of the FBMA, preferably individuals with interest, knowledge, and expertise in stormwater management, environmental issues, or science.)

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This charter was approved by the Farragut Board of Mayor and Aldermen on June 25, 2026.

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Hailey Russell, Town Recorder

**Subject:** Appointment of a Board of Mayor and Aldermen Representative to the Stormwater Advisory Committee

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**Introduction & Background:** The Board of Mayor and Aldermen have on the June 25, 2026 agenda consideration of an amendment to the Charter of the Stormwater Advisory Committee to appoint a Board member as a voting representative. If that amendment is approved, this agenda item would then provide for the official appointment of the Board of Mayor and Aldermen member for the term ending June 30, 2027.

**Discussion & Recommendations:** Appoint a representative from the Board of Mayor and Aldermen to serve as voting member on the Stormwater Advisory Committee.

**Recommended By:** Hailey Russell, Town Recorder, David Smoak, Town Administrator for approval.

**Proposed Motion:** To appoint \_\_\_\_\_ to serve as the Board of Mayor and Aldermen representative on the Stormwater Advisory Committee

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Eric Schindler, Assistant Town Engineer

**Subject:** Approval of Emergency Contract for a Professional Service Agreement with Whaley Construction, LLC. for Replacement of Storm Sewer Pipe on Glen Abbey Boulevard.

**Introduction & Background:** In early April of this year, a resident contacted the Town to inform us of a depression forming in the roadway on Glen Abbey Boulevard. Upon investigation, engineering confirmed there was a substantial depression that had formed in the southbound through lane. The pipe was in poor condition, but replacement was not initially deemed immediately necessary. In coordination with public works, the area was excavated, the pipe was covered with geotextile fiber, backfilled and paved. Toward the end of May, the Town was again informed of road failure. Upon inspection, it was determined that repairs are no longer an option and emergency replacement of the pipe by replacing the existing corrugated metal pipe with reinforced concrete pipe is necessary.

**Discussion & Recommendations:** The repairs will consist of replacement of approximately 150 linear feet of 48-inch corrugated metal pipe with approximately 150 linear feet of 48-inch reinforced concrete pipe, and the installation of two blind junctions. In order to prevent further deterioration of the roadway and ensure public safety, the Town selected Whaley Construction, LLC. as the contractor on an emergency repairs basis. Whaley Construction was provided with the purchase order to move forward with the ordering of materials requiring lead time on 6/11. The estimated cost for completion is \$250,000. The estimated lead time for delivery of the blind junction boxes is three weeks, and repairs are anticipated to take approximately 2 to 4 weeks. Whaley Construction, LLC. has completed multiple jobs for the town, and we are confident in their ability to complete the repairs quickly and efficiently.

**Account Number: 316-43150-4800**

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$400,000	\$250,000	\$0	\$150,000

**Approved By:**

**Recommended By:** Eric Schindler, Assistant Town Engineer for approval.

**Proposed Motion:** Approval of Emergency Contract for a Professional Service Agreement with Whaley Construction, LLC. for Replacement of Storm Sewer Pipe on Glen Abbey Boulevard.

## TOWN OF FARRAGUT

### PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and **Whaley Construction, LLC** (“Contractor”) for professional services for the assignment described as follows:

Project: Replacement of Storm Sewer Pipe on Glen Abbey Blvd

Location: Glenn Abbey Boulevard

Description of Project: Replacement of Storm Sewer Pipe on Glen Abbey Blvd due to Storm Sewer Pipe Failure

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A** to this Agreement for a description of Basic Services described in the statement of work.

See **Attachment B** to this Agreement for a description of Hourly Rates.

2. **Compensation.** Client shall compensate Contractor for the services required in accordance with the hourly rate schedule attached to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work as quickly and efficiently as possible under staff’s direction.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the

schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control.

6. **Suspension of Services**. If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care**. Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination**. The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents**. All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety**. Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **Opinions of Construction Cost.** Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of the Contractors, its employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contact Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

**CLIENT:**

Town of Farragut

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Whaley Construction, LLC

By: Zach

Printed Name: Zachary Whaley

Title: Vice President

Date: 10/11/2026

# Attachment A

## Statement of Work

Contractor shall provide all labor, material, equipment and services for emergency to replace approximately 150 linear feet of 48-inch Corrugated Metal Pipe (CMP) with approximately 150 linear feet of 48-inch Reinforced Concrete Pipe, and repairs include the installation of two blind junctions and backfill and paving. This emergency project will be completed on a time and materials basis. All work shall be performed in accordance with the Town's requirements and the Tennessee Department of Transportation's "Standard Specification for Road and Bridge Construction". Contractor shall be responsible for traffic control, coordination with affected utilities, and all ancillary items required to complete the repairs.

The Contractor shall furnish a Performance Bond and Payment Bond within ten (10) days of executed contract, each in the amount of \$250,000.00 or such other amount as approved by the Town. Due to the emergency nature of the Work, the final contract value is not determinable at the time of award. The bond amount has been established by the Town based upon the estimated value and risk associated with the Work. The Town reserves the right to require the Contractor to increase the bond amount if the cumulative value of the Work exceeds the estimated amount upon which the bonds were based. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the Owner. The expense of this bond shall be borne by the Contractor. If at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Tennessee, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of any attorney in fact acting for the corporate surety must be provided in the form of a certificate terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the Owner.



**WHALEY CONSTRUCTION, LLC.**

Address: P.O. Box 70 Kodak, TN 37764

Phone: (865) 932-0003

Fax: (865) 932-0035

Email: [info@whaleyconstructionllc.com](mailto:info@whaleyconstructionllc.com)

Website: [www.whaleyconstructionllc.com](http://www.whaleyconstructionllc.com)

PROPOSAL DETAILS	
Date: June 8, 2026	Proposal ID #: N/A
Project: Storm Drainage Repair-Glen Abbey Blvd.	Summary Description: Storm Drainage Repairs
Submitted To: Ben White	Submitted to Owner: Town of Farragut
Submitted By: Zachary Whaley	Submitted by Company: Whaley Construction, LLC.
Status of Proposal: Submitted to Client	Additional Days: N/A

Whaley Construction, LLC. is pleased to compile the following hourly request:

Item	Description	Unit	Quantity	\$/Unit
1	EXCAVATOR	HR	1	\$275.00
2	SKID STEER	HR	1	\$175.00
3	BACKHOE	HR	1	\$195.00
4	PAD FOOT/SMOOTH DRUM COMPACTOR	HR	1	\$195.00
5	TRENCH COMPACTOR	HR	1	\$110.00
6	ROAD TRUCK	HR	1	\$150.00
7	4"-6" PUMP	HR	1	\$110.00
8	48" RCP (DELIVERED TO JOBSITE)	LF	1	\$180.00
9	5' X 5' BLIND JUNCTION BOX (STRAIGHT THRU) (DELIVERED TO JOBSITE)	EA	1	\$3,600.00
10	72" ROUND JUNCTION BOX (DELIVERED TO JOBSITE)	EA	1	\$4,500.00
11	TRENCH BOXES	LS	1	\$2,500.00
12	SAW CUTTING	LF	1	\$12.00
13	STONE BACKFILL (DELIVERED TO JOBSITE)	TON	1	\$43.00
14	ASPHALT REPAIR (3.5" BINDER & 1.5" "D" SURFACE)	SF	1	\$40.00
15	SIDEWALKS (ALL-IN)	SF	1	\$25.00
16	CURBS (ALL-IN)	LF	1	\$75.00
17	FLEXIBLE DRUMS	EA	1	\$50.00
18	SURVEY CREW	HR	1	\$200.00
19	LABORER	HR	1	\$40.00
20	MOBILIZATION	LS	1	\$8,500.00



Attachment B



**WHALEY CONSTRUCTION, LLC.**

Address: P.O. Box 70 Kodak, TN 37764

Phone: (865) 932-0003

Fax: (865) 932-0035

Email: [info@whaleyconstructionllc.com](mailto:info@whaleyconstructionllc.com)

Website: [www.whaleyconstructionllc.com](http://www.whaleyconstructionllc.com)

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**Submitted By:**

Name of Contractor: Whaley Construction, LLC.

Authorized Representative: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Zachary Whaley', is written over the line for the Authorized Representative.

Name Typed: Zachary Whaley

Title: Vice-President

**Acceptance of Proposal:** The above price, clarifications and conditions are satisfactory and are hereby accepted. Whaley Construction, LLC. is authorized to perform the work as specified. Payments will be made as outlined above.

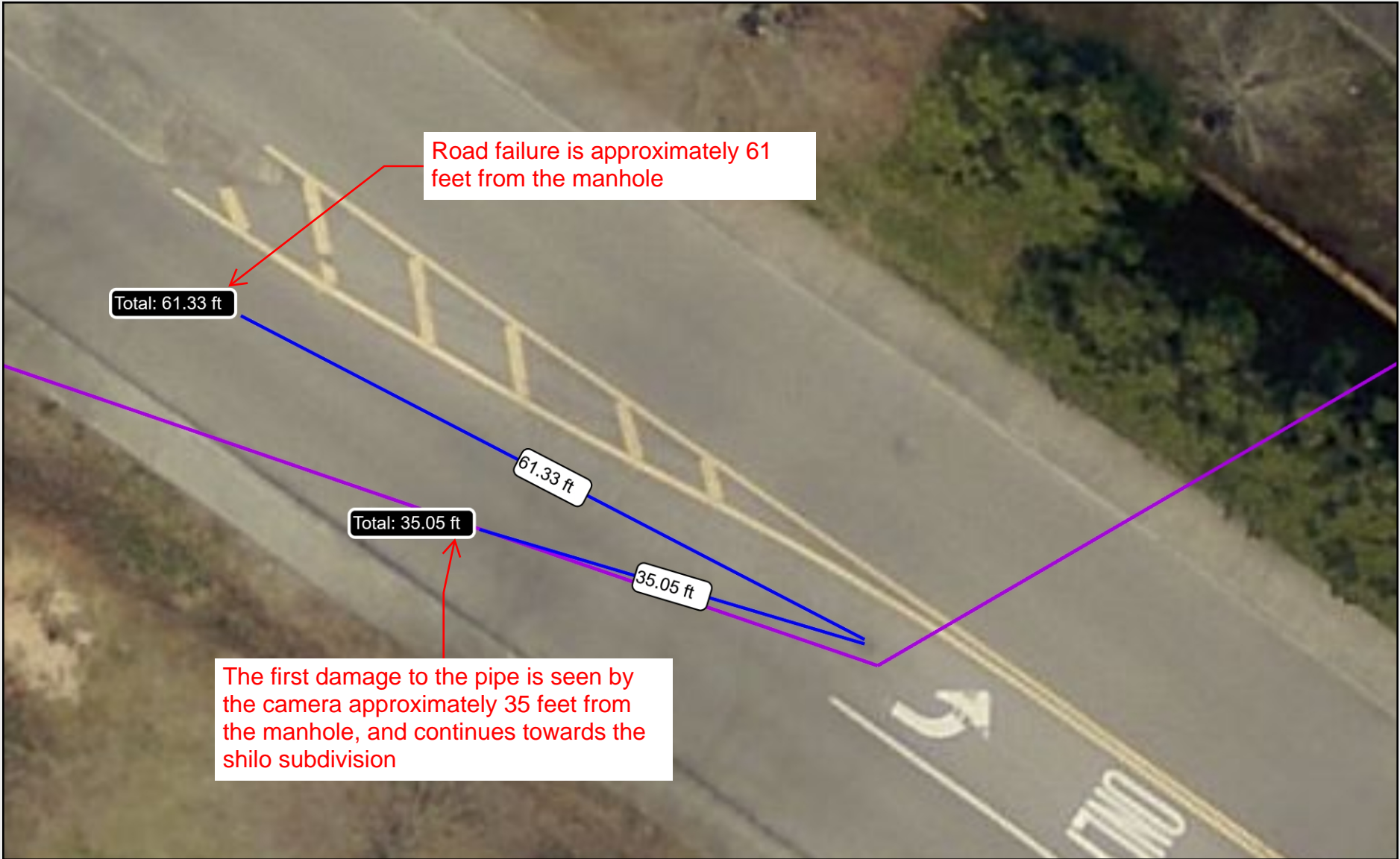
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



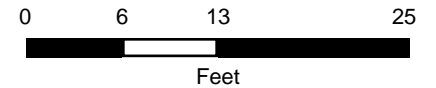






### Pipe Failure at Glen Abbey Blvd.

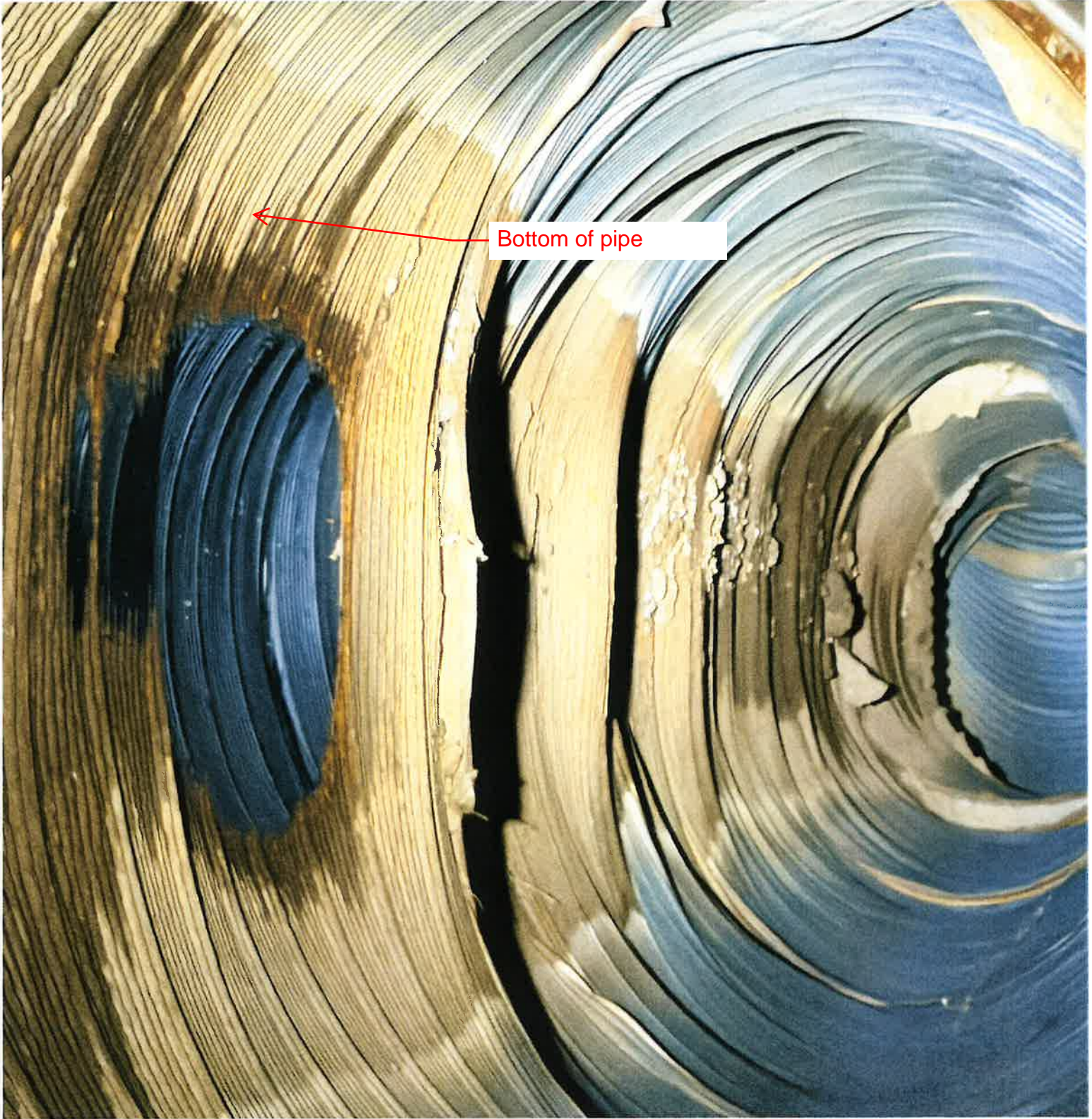
Notes



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Sewerlink  
glen abbey

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04/07/2026 09:51 AM

6.8X

23%

3.6°

Dist N/A

84.16642° W

35.87623° N

824.8ft

top of pipe