



FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Community Center
239 Jamestowne Blvd

AGENDA
April 10, 2025

WORKSHOP
Traffic Calming Program
5:15 PM

BEER BOARD MEETING
5:55 PM

BMA MEETING
6:00 PM

- I. Roll Call, Silent Prayer, Pledge of Allegiance**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. March 27, 2025**
- IV. Mayor's Report**
- V. Business Items**
 - A.** Approval for a variance from the distance between driveways requirement for collector streets in the Driveways and Other Access Ways Ordinance for the proposed Boring Road access associated with the 341 Boring Road Subdivision (Rackley Engineering, Applicant)
 - B.** Approval of Infrastructure Development Agreement between the Town of Farragut and Homestead Land Holdings, LLC for Improvements to Boyd Station Road
 - C.** Approval of Bids for Contract 2025-14 McFee Park Prefabricated Public Restroom

239 JAMESTOWNE BLVD | FARRAGUT, TN 37934 | 865.966.7057 |
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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

- D. Approval of Supplement Request No. 1 from WSP USA, Inc. for Additional Services Provided for Advanced Traffic Management System Project**

- VI. Citizens Forum**
VII. Town Administrator's Report
VIII. Town Attorney's Report

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.

- (a) 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.
- (b) A violation of this section is a Class A misdemeanor.

BOARD OF MAYOR AND ALDERMAN WORKSHOP**PREPARED BY: Eric Schindler PE, Assistant Town Engineer****SUBJECT: Traffic Calming Policy Discussion**

This workshop item is in reference to a review of the Traffic Calming Policy, specifically within neighborhood Parental Responsibility Zones (PRZ). Thornton Heights has been the subject of traffic studies on three separate occasions over the last decade. The purpose of this workshop is to discuss the analysis of each of these studies within Thornton Heights to aid in consideration of updates to the Traffic Calming Policy.

DISCUSSION OF STUDIES: Thornton Heights has been the subject of three separate speed studies over the last 10 years. They are as follows:

1. 2016- A traffic calming application for Thornton Drive. There were four studies completed with the primary focus on speed. Analysis of these studies showed evidence of excessive speeding and resulted in the installation of four sets of bolt down speed cushions on Thornton Drive.
2. 2024- A traffic calming application for the entirety of Thornton Heights subdivision. There were eight studies completed and no evidence of excessive speeding was shown.
3. 2025- The town opted to complete a follow-up study to determine if there is any notable difference in traffic volume (i.e. cut-through traffic) within Thornton Heights after the implementation of the new traffic signal timing plans along the Kingston Pike/Concord to Kingston Pike/Campbell Station corridor. The results of this study showed no significant changes in volume when compared to prior studies.

Another inference that can be made based on the study data is the impact of speed cushions on traffic volume. While it is expected that there will be some amount of impact on traffic volume with the installation of speed cushions, the traffic studies indicate this amount is not significant. Volume reduction is typically present when convenient re-routing is readily available, and this is the case within the Thornton Heights subdivision. However, if speed cushions were installed on each of these alternative routes, it would likely have little impact on overall volume throughout the subdivision. The highest volumes of flow are seen along the following routes:

(From Kingston Pike) Loudon Rd -> Roane Dr -> Towne Rd -> Hughlan Dr
(From Kingston Pike) Thornton Dr-> Roane Dr-> Towne Rd -> Hughlan Dr
(From Concord) Hughlan Dr -> Towne Rd -> Roane Dr -> Loudon Rd
(From Concord) Hughlan Dr -> Towne Rd -> Roane Dr -> Thornton Rd

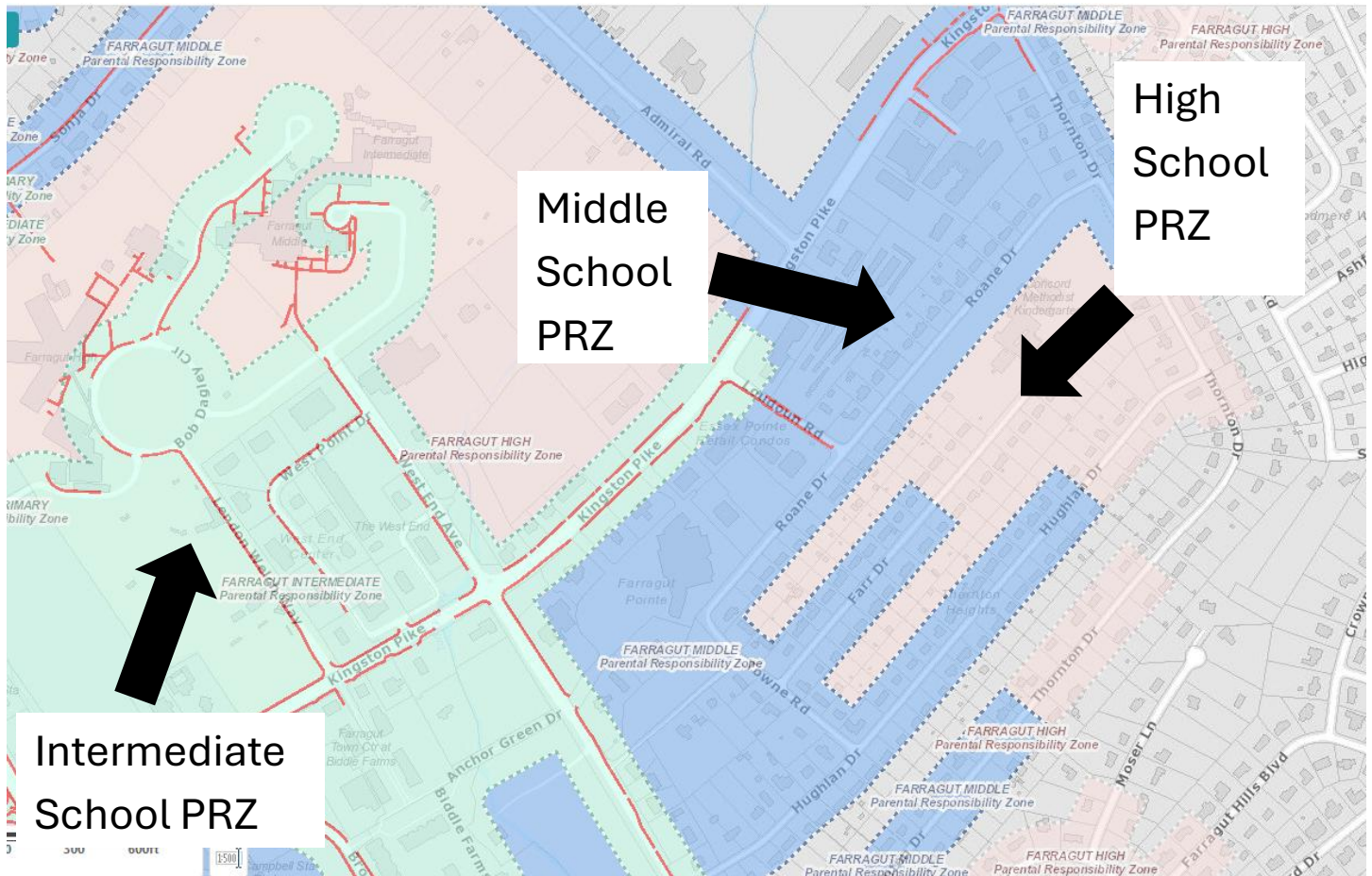
An example of average daily traffic (ADT) volume variation over multiple studies is shown below:

- a. 2016-- 11126 Thornton Drive, ADT 300
- b. 2024-- 11125 Thornton Drive, ADT 225
- c. 2025-- 11116 Thornton Drive, ADT 218

Additional information obtained from the studies relates to the number of daily trips seen entering and exiting Thornton Heights. A single family household is estimated to generate approximately 9.4 trips per day. With the number of households seen in Thornton Heights (approximately 240 homes) the number of daily trips should be approximately 2250. The location of the Concord Methodist Church within Thornton Heights also generates additional daily traffic throughout the week (approximately 100-300 trips per day). The total trips per day

generated by the subdivision is expected to be 2350-2550. The studies show approximately 3200 trips per day, where the additional volume is likely attributable to cut-through traffic.

Thornton Heights is different than most other subdivisions within the Town of Farragut due to school proximity, and the Parental Responsibility Zone (PRZ) designation that comes with this proximity. Students who live within the designated PRZ are ineligible for riding on transportation services (schoolbus). This could lead to increased pedestrian traffic within the subdivision if any of the students walk to school. The entire subdivision falls within the Middle School or High School PRZ, as shown in the map below.



The background of the slide is a dark, out-of-focus image of city lights at night, creating a bokeh effect with many circular light spots in warm yellow, orange, and red tones. On the left side, there are several thin, white, wavy lines that resemble topographical map contour lines. In the bottom right corner, there is a thin, solid green line that curves upwards and to the right, and several thin, white, wavy lines that resemble topographical map contour lines.

Thornton Heights Traffic Analysis

Comparative Analysis of 2016/2017, 2024, and 2025 studies

Studies completed in Thornton Heights:

Studies completed on Thornton Drive to determine if speeding is occurring prior to implementation of traffic calming measures (speed cushions)

2016-2017

studies completed on all streets in Thornton Heights as part of a new traffic calming application. No evidence of speeding concerns obtained.

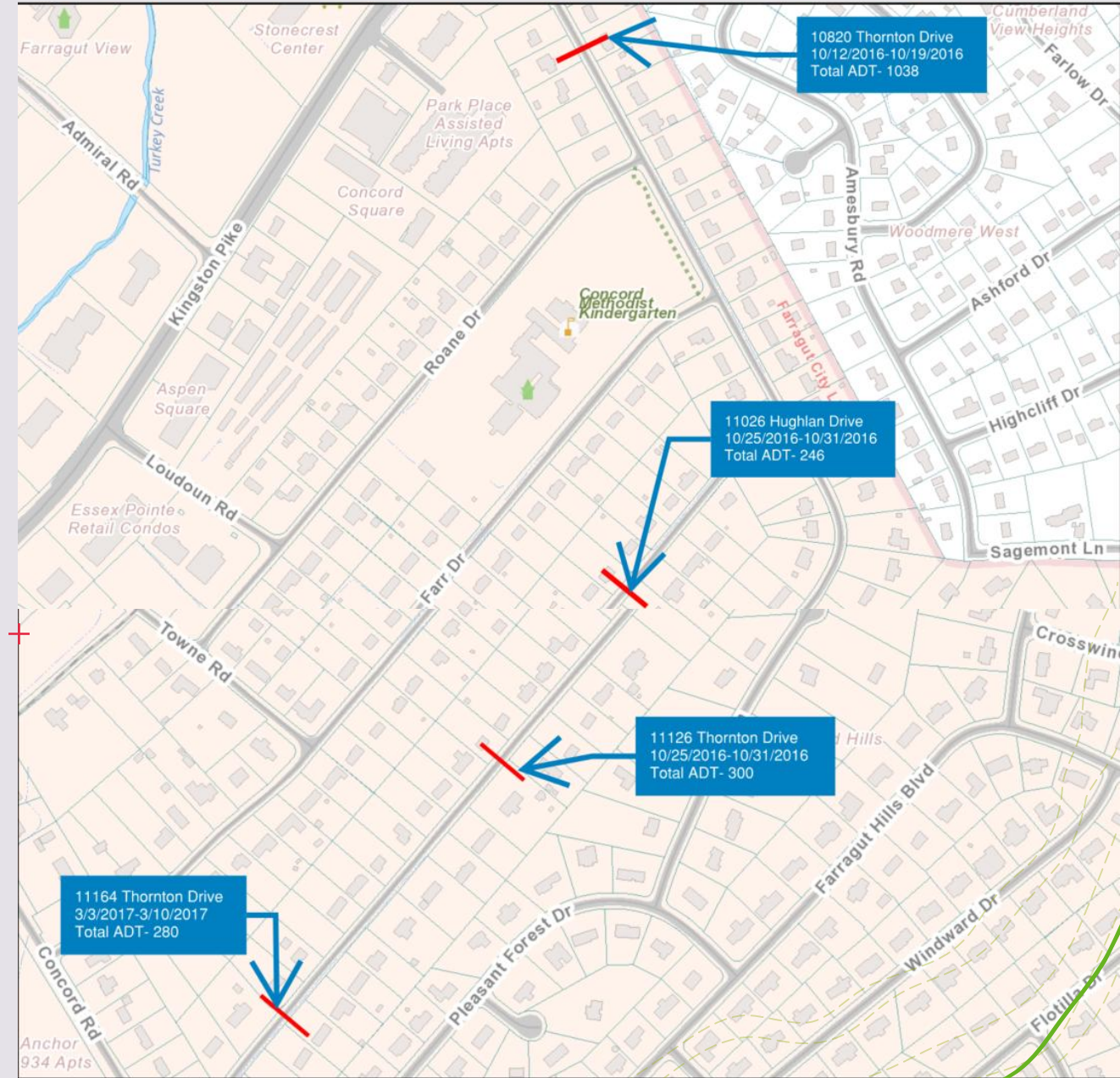
2024

a study was performed to analyze traffic flow through Thornton Heights Subdivision before and after implementation of new timing plans on Kingston Pike/Concord to Kingston Pike/Campbell Station road.

2025

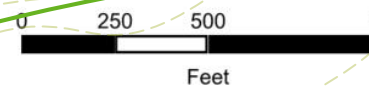
2016/2017 Study

- + The primary focus of this study was Thornton Drive and Speeding.
- + Using the data available, the majority of traffic traveling through Thornton Drive on the Kingston Pike side is generated elsewhere in the neighborhood, and not cut through traffic from Concord/Thornton Drive



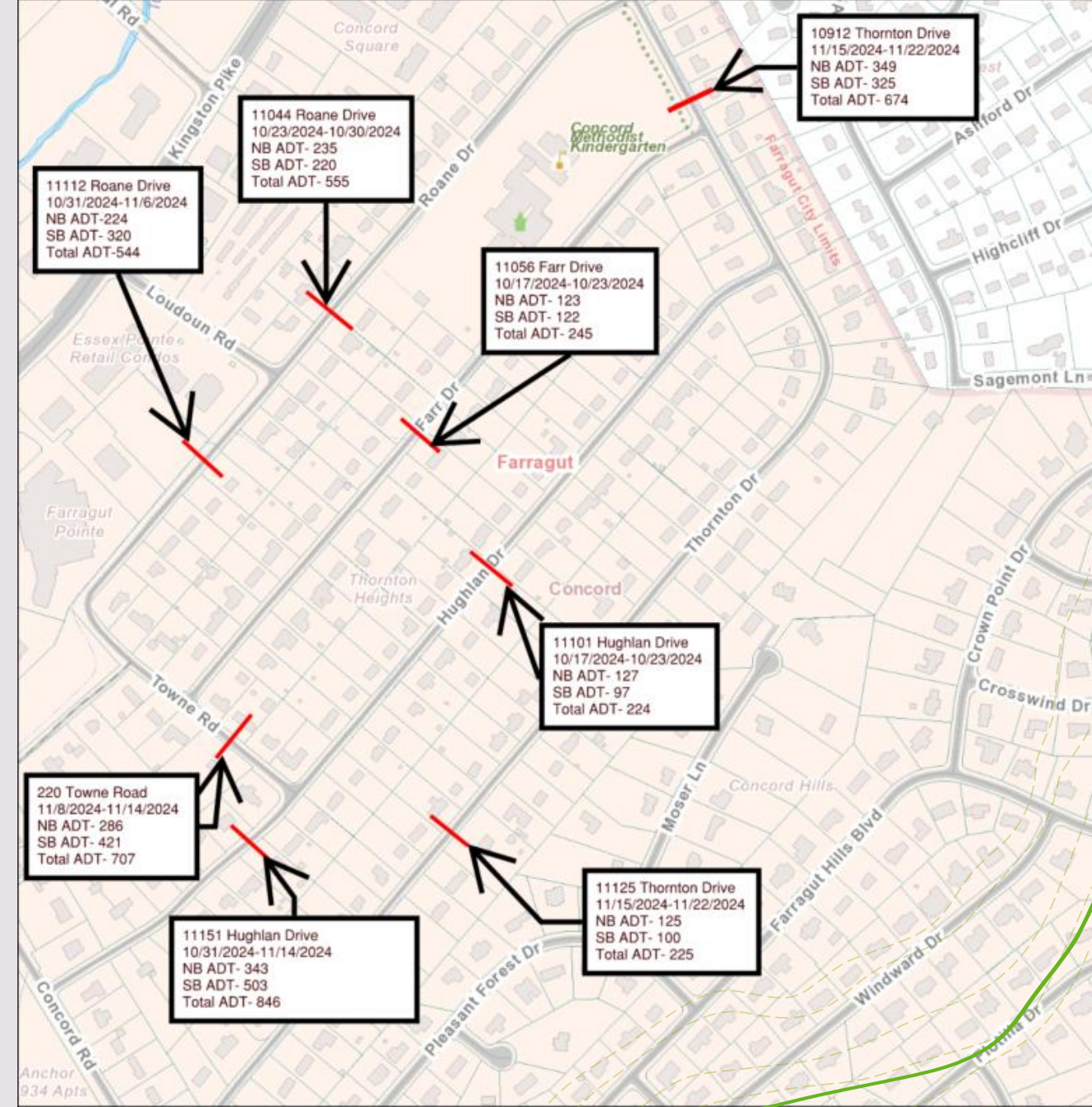
Thornton Heights Speed Studies

2016/2017 Study



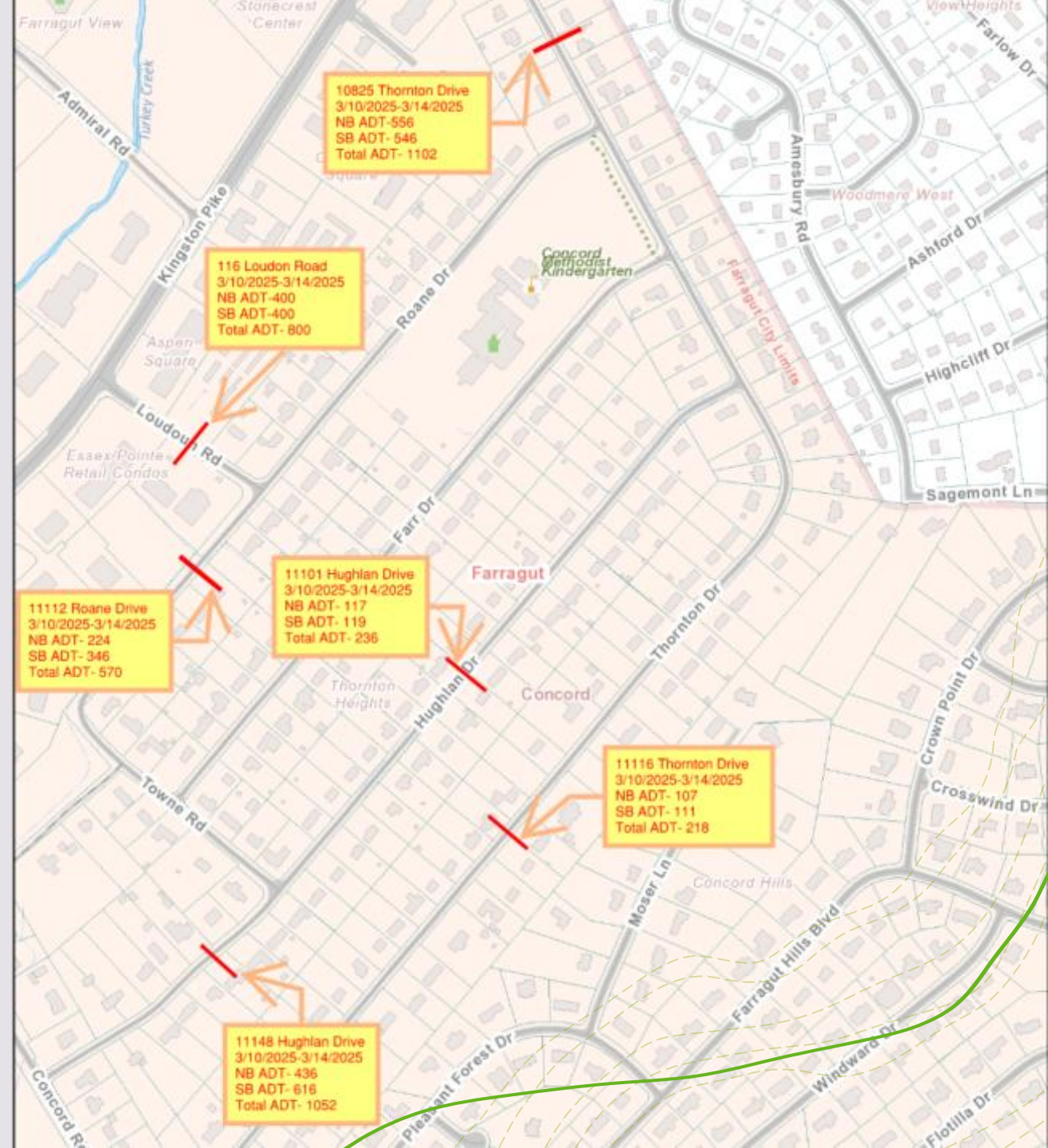
2024 Study

- + The roads with the highest average daily traffic are Hughlan Drive between Town Road and Concord Road, Loudon Road, and Thornton Drive between Roane Drive and Kingston Pike.
- + Based on the average daily traffic of Thornton Drive, Hughlan Drive (between Towne Road and Thornton Drive), and Farr Drive, it can be inferred that the majority of cut through traffic comes via Town Road, Loudon Road, and Thornton Drive between Roane Drive and Kingston Pike.



2025 Study

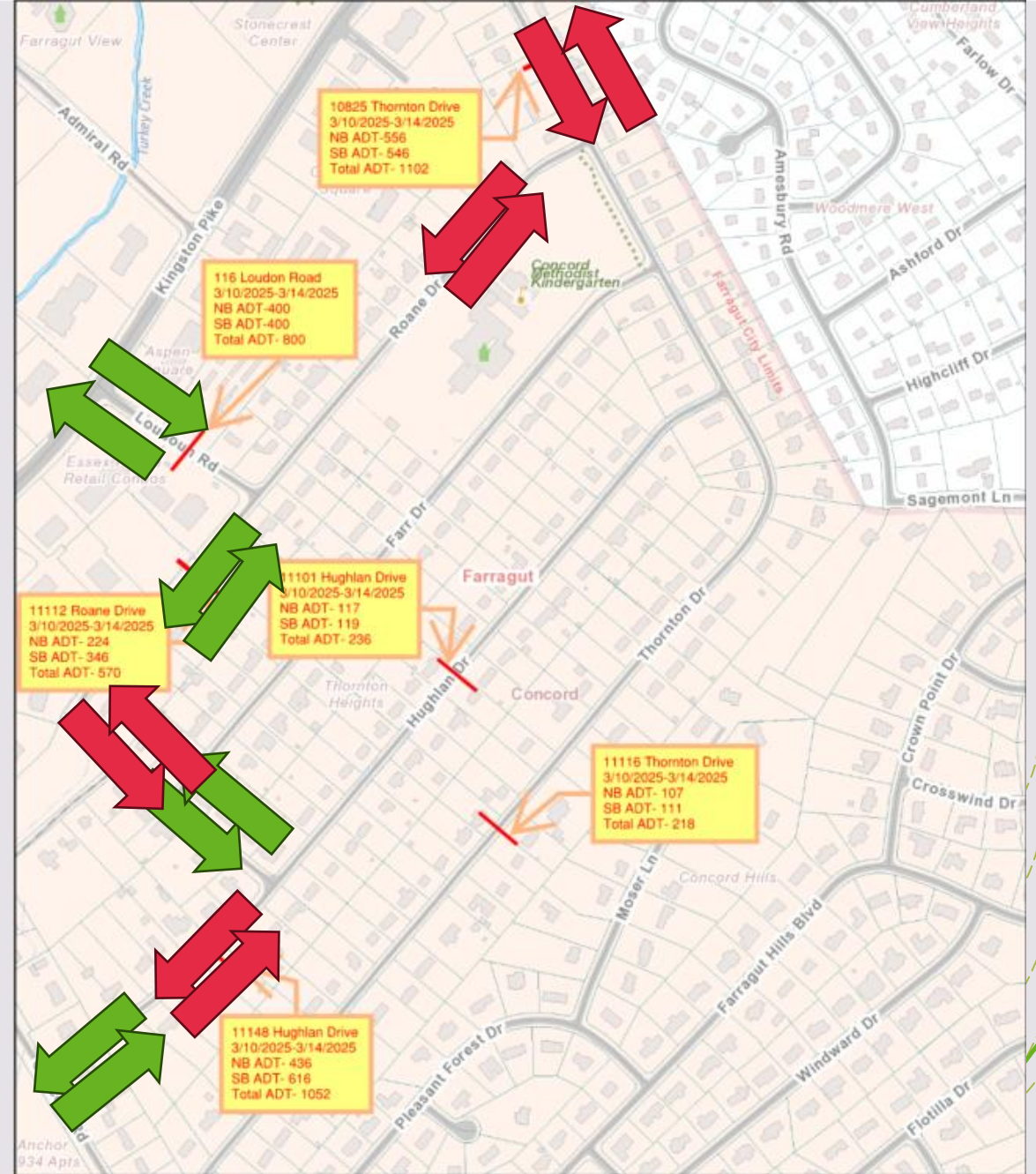
- + The purpose of the 2025 traffic study was to assist with determining both volume and traffic flow throughout the Thornton Heights subdivision.
- + As also seen in the 2024 study, the majority of traffic enters/exits through Hughlan Drive, Loudon Road, and Thornton Drive at Kingston Pike, and Roane Drive and Towne Road are the internal streets that held the highest average daily traffic volumes.



Analysis of studies

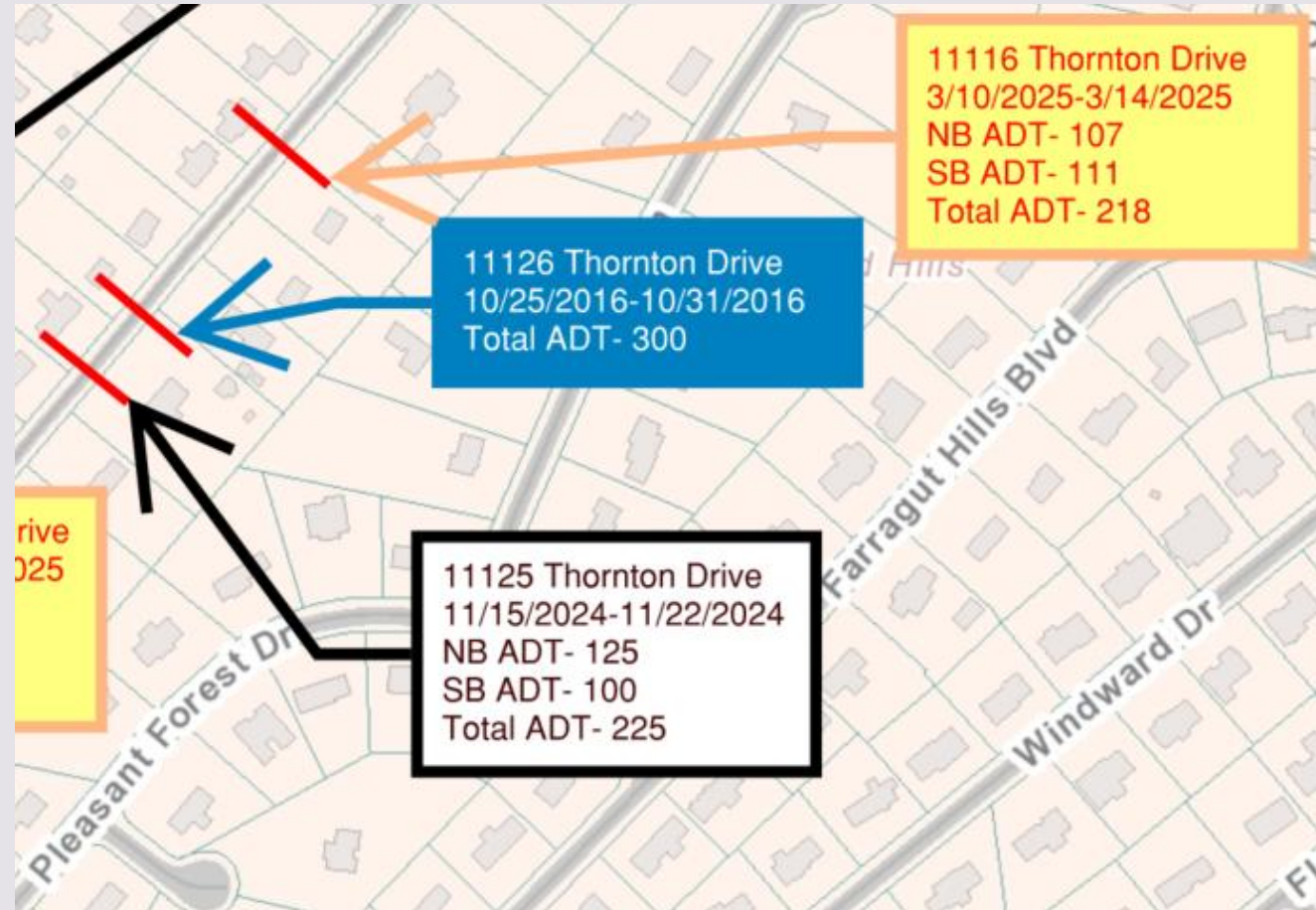
Based on staff analysis of the data collected, the heaviest traffic flow occurs along the following pathways:

1. Loudon Rd -> Roane Dr -> Towne Rd -> Hughlan Dr
2. Thornton Dr-> Roane Dr-> Towne Rd -> Hughlan Dr
3. Hughlan Dr -> Towne Rd -> Roane Dr -> Loudon Rd
4. Hughlan Dr -> Towne Rd -> Roane Dr -> Thornton Rd



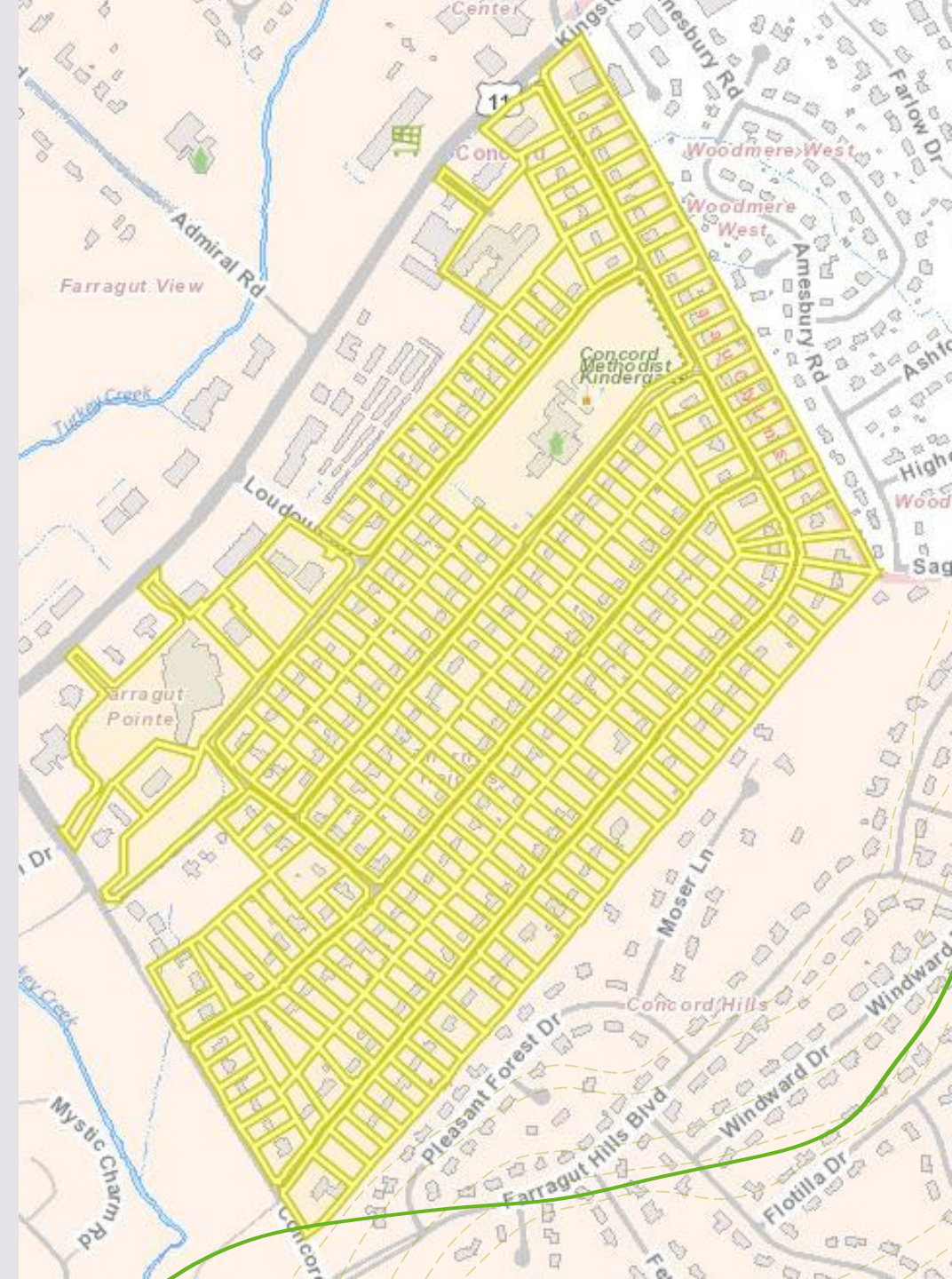
Analysis of studies

- + Additionally, the average daily traffic volumes seen over the three studies has shown no evidence of any significant change, even with the installation of speed cushions on Thornton Drive.
- + For example, the average daily traffic between 2016 prior to the installation of speed cushions and 2024 was approximately 75 vehicles per day less.
- + While some re-routing to other convenient routes does occur when speed cushions are installed, there is typically no notable impact on overall volume of traffic throughout a subdivision.
- + There was no notable change in volumes after the improved signal timing plans were installed at the intersections along the Kingston Pike/West End to Kingston Pike/Campbell Station corridor.



Analysis of studies

- + Additional information that can be obtained using the traffic studies completed in Thornton Heights is the number of vehicles that travel through the neighborhood.
- + In a neighborhood of this size, it is expected to see approximately 9.4 trips per day per household. There are approximately 240 homes in the Thornton Heights subdivision, and this would equate to approximately 2256 trips per day.
- + The presence of Concord Methodist church in Thornton Heights also provides additional daily trips within the subdivision. The estimated number of daily trips generated by the church varies between 100-300 per day.
- + There are approximately 3200 trips per day being seen throughout the neighborhood, with approximately 2356-2556 of those trips expected. The remaining trips is likely attributable to cut-through traffic.



Analysis Summary

- + Installation of speed cushions on residential streets where evidence of speeding is not seen does not provide any significant effect on speeds or volume.
- + A mitigating factor to consider is when other convenient opportunities to re-route are available. In Thornton Heights, drivers do have alternative routes that avoid all, or nearly all, speed cushions if desired. If speed cushions were installed along these alternative routes, there would likely be minimal changes in overall volume throughout the subdivision.
- + The number of expected trips within the subdivision is approximately 2250 per day, with an additional 100-300 per day generated by the church within the subdivision.
- + The number of trips generated was approximately 3200 per day.
- + This disparity, in conjunction with the proximity to the Concord Road/Kingston Pike intersection, indicates that a portion of the additional daily trips is attributable to cut-through traffic.

The map displays the following Parental Responsibility Zones (PRZ) in Farragut:

- Intermediate School PRZ (Green):** Located in the western part of the map, bounded by Kingston Pike, Farragut Intermediate, and Farragut Middle.
- Middle School PRZ (Blue):** Located in the central and eastern parts of the map, bounded by Kingston Pike, Farragut Middle, and Farragut High.
- High School PRZ (Red):** Located in the eastern part of the map, bounded by Farragut High, Farragut Middle, and Farragut Intermediate.

Key streets shown include Kingston Pike, Farragut Intermediate, Farragut Middle, Farragut High, Farragut Pointe, Farragut Town Center, Farragut Hills Blvd, and Farragut Village.

TRAFFIC CALMING POLICY

ADOPTED by the Farragut Board of Mayor and Aldermen on May 11, 2023.

PURPOSE STATEMENT

It is the purpose of this policy to establish a uniform procedure for identifying and resolving problems related to speeding motorists and other moving traffic related issues in residential areas. This policy is not intended to make streets play areas for children or adults. Implementation of this policy should generally improve safety for motorists, pedestrians, and cyclists. Only interior residential streets and local collector streets (as defined in the Town's Major Road Plan) that are primarily residential shall be eligible for traffic calming. Primarily residential is defined as a local collector with a minimum of 50% of the parcels adjacent to the roadway containing residential frontage with a driveway access. Implementing traffic calming in the form of speed cushions can be controversial; therefore, this program depends primarily on the neighborhood managing their own outreach efforts and education. Town staff is intended to serve as a resource and assure compliance with the policy. Upon adoption of this policy, all former policies and procedures will be repealed.

RELATED DOCUMENTATION / REFERENCE MATERIALS

- A. Traffic Calming Application
- B. Town of Farragut Municipal Code: Title 15: Motor Vehicles, Traffic, and Parking.
- C. Town of Farragut Municipal Code: Title 16: Streets, Sidewalks, Etc.
- D. Town of Farragut Major Road Plan

BUDGETARY RESOURCES

During the annual budget process, the Town of Farragut may resolve to allocate funds to implement residential traffic calming measures.

DEFINITIONS

1. Speed Zone - The street or portion of street where speeding occurs. The Speed Zone is determined by the requestor with concurrence by the Town Engineer.

POLICY PROCEDURE IN SEQUENTIAL ORDER

1. Application Submission

- a. A formal Traffic Calming Application (TCA) shall be submitted to the Town Engineer for review.

- i. The TCA must identify the Speed Zone where Traffic Calming Measures (TCM) are being requested.
- b. For residential areas governed by a Homeowner's Association (HOA)
 - i. Traffic concerns shall be initially reviewed through the appropriate HOA Board.
 - ii. The HOA Board, by majority vote, shall resolve to submit a TCA. A copy of the meeting minutes signed by the HOA Secretary shall be submitted with the application.
- c. For residential areas not governed by an HOA
 - i. A TCA shall be submitted by a Group of residents (minimum two households) located within the Speed Zone

2. Application Review

- a. Upon receipt of a TCA, the Town Engineer or their designee shall review the application for completeness and eligibility.
 - i. Valid, eligible TCA's shall be logged into the Town Engineering Office's Traffic Calming Log and proceed to the next step according to:
 - 1. Severity of the traffic issue
 - 2. Town budgetary resources and
 - 3. Date of the TCA submission
 - ii. Incomplete applications shall be returned to the originating HOA/Group with instructions for completion. When completed, these applications may be resubmitted.
 - iii. Ineligible applications (major collectors, arterials, and local collectors with less than 50% residential frontage) as designated by the adopted Major Road Plan shall be returned to the originating HOA/Group with a letter from the Town Engineer describing the reason(s) for ineligibility and any alternate recommendations for improving/resolving the traffic issue.

3. TCA Data Collection/Staff Analysis

- a. Eligible TCAs, when determined ready for action by the Town Engineer, will be analyzed by:
 - i. Physical inspection of the Speed Zone
 - ii. Uniform Traffic/Speed Studies in accordance with the Town Engineering Department standards
- b. A written analysis of the Speed Zone listed in the TCA will be completed by the Engineering Department. The analysis shall include:
 - i. Traffic/Speed Study results
 - ii. Other road and/or safety issues (as identified by the applicant) in the subject area
 - iii. Determination for eligibility for Traffic Calming Measures

- c. The written analysis shall be attached to the TCA, logged into the file, distributed to the originating HOA/Group with the Town Engineer or his/her designee's determination.
- d. If the Speed Zone is deemed eligible for Traffic Calming Measures, the TCA will proceed to the next step. If the Speed Zone is deemed ineligible for Traffic Calming Measures (low speed/traffic count, no special or unusual road or safety issues), a letter will be sent to the HOA/Group outlining the reason(s) for ineligibility and any alternate recommendations for improving/resolving traffic issues.

Note: Unless the characteristics of the Speed Zone have substantially changed, the application cannot be reconsidered for 2 years from the date of denial of the original application.

4. Traffic Team/Traffic Calming Evaluation

- a. The Town Engineering Department will contact the HOA/Group in writing requesting designated representatives to serve on the Traffic Team to further evaluate traffic calming measures.
 - i. The Traffic Team will consist of 2-5 members of the HOA/Group and member(s) of the Town Engineering Department.
 - ii. Once the representatives are assigned, the HOA/Group will contact the Engineering Department to set up a kick-off Traffic Team meeting.
- b. The Traffic Team will be charged with:
 - i. Discussing, in-depth, the traffic issues associated with the Speed Zone
 - ii. Reviewing the Staff Analysis/Traffic Study
 - iii. Evaluating constraints
 - iv. Soliciting comments, as appropriate, from utility companies, Fire Department, Police/Sheriff's Department
 - v. Formulating a recommendation on a proposed solution
- c. The Traffic Team shall submit their recommendation to the Town Administrator, through the Town Engineer, for evaluation and determination.
 - i. The Town Engineer and Town Administrator shall evaluate the recommendation of the Traffic Team
 - 1. If the Town Engineer and Town Administrator concur with the recommendation of the Traffic Team, their signatures shall be affixed to the TCA which will then proceed to the next step.
 - 2. If the Town Engineer and Town Administrator do not concur with the Traffic Team recommendation, the TCA will be sent back to the Traffic Team for an alternate recommendation or denied and closed.

5. Public Notification

- a. For HOA submitted applications:

- i. The Traffic Team will present the findings from the evaluation and their recommendation(s) to the HOA Board.
 - ii. The Traffic Team and HOA Board will determine the date, time, and location of a subsequent HOA meeting at which the findings and recommendation will be presented to the residents governed by the subject HOA.
 - 1. Notification will be posted by the HOA Board for the residents via the usual notification method at least two weeks prior to the meeting.
 - 2. Notification will be publicly posted by the Town in a newspaper of general circulation at least two weeks prior to the meeting.
- b. For Non-HOA submitted application:
 - i. The Traffic Team will determine the date, time, and location of a meeting at which the findings and recommendations will be presented to the residents within the Speed Zone.
 - 1. Notification will be sent to all residents within the Speed Zone via 1st class mail to the address listed on the county Tax Roll. The letter shall indicate the subject matter, date, time, and location in which the meeting will be held.
 - 2. Notification will be publicly posted by the Town in a newspaper of general circulation at least two weeks prior to the meeting.

6. Speed Zone Vote

- a. The Traffic Team (through the Town Engineering Dept.) will send out voting cards to each resident within the Speed Zone.
 - i. A form letter with instructions and one (1) 1st class stamped Town Addressed voting card will be sent by the Town to each address as listed on the County Tax Roll
 - ii. Voting cards will be sent by 1st class mail; all on the same day.
 - iii. The notification list and date of notification will be logged into the TCA file.

7. Vote Tabulation/Determination

- a. The voters will have thirty (30) calendar days to return the vote cards. Cards received after the deadline will not be considered. The Town staff member serving on the Traffic Team will tabulate the votes, log their findings into the TCA file, and report their findings to the Town Engineer.
- b. An affirmative tabulation of the votes must include:
 - i. Fifty percent plus one vote approval within the Speed Zone
Percentage based upon the number of returned votes.
- c. If the required affirmative tabulation of votes is not met, the Traffic Calming Measures as proposed by the Traffic Team will be considered ineligible for further consideration. The TCA case will be closed, and future TCA's will not be considered for the same traffic issue for at least two calendar years from the date of denial.

- d. If the proposed TCA is affirmed by vote, the Traffic Team, in coordination with the Town Engineer, will develop plans for engineering, design, and construction of the traffic calming measures. This will include cost estimates and a schedule for completion.

8. FMPC Consideration/Recommendation

- a. Once the design plans and cost estimates are complete, The Traffic Team will present the findings from the evaluation and their recommendation to the Farragut Municipal Planning Commission (FMPC).
- b. The FMPC shall review the findings and recommendations, Staff analysis and Public Comments at their regularly scheduled meeting.
- c. The FMPC shall make a recommendation to the Board of Mayor and Aldermen for final determination.

9. Board of Mayor and Aldermen Determination

- a. The Board shall review the Traffic Team's findings, FMPC recommendation and Public Comments at their regularly scheduled meeting.
- b. The Board shall make the final determination on the proposed solution. The Board shall either:
 - i. Approve the recommendations and installation of Traffic Calming Measures as proposed.
 - ii. Approve the recommendations and installation of Traffic Calming Measures with conditions and/or modifications.
 - iii. Remand the recommendations for Traffic Calming Measures back to the FMPC for further review and consideration.
 - 1. The Traffic Team in coordination with the Town Engineer may return to step 7d to continue.
 - iv. Deny the TCA
- c. The subject Board meeting minutes will be attached to the TCA and logged into the file.

10. Traffic Calming Measures Installation/Follow-up Study

- a. Upon approval by the Board of Mayor and Alderman, the Town Engineering Department shall coordinate the purchase/construction and installation of any Traffic Calming Measures in accordance with the approved design and adopted Town Purchasing guidelines.
 - i. All expenditures shall be charged to the Traffic Management line item as designated by the Town Administrator in the Annual Town Budget
- b. Within six (6) months of completion of the installation of the Traffic Calming Measures, the Town Engineering Department shall conduct a follow-up analysis of the subject area. The follow-up analysis shall be documented and logged into the TCA file. Upon

completion, a copy of the analysis shall be forwarded to the subject HOA Board or Group. The follow up analysis shall include:

- i. Physical inspection of the subject site
 - ii. Traffic Counts/Speed Study
 - iii. Public (affected residents) comment if solicited.
 - iv. Overall opinion of the review engineer
- c. The Town Engineer shall review the analysis and make a final determination of the effectiveness of the Traffic Calming Measures with notification to the applicant and recommendation to the Board of Mayor and Alderman

11. Traffic Calming Measures Review/Modification/Removal:

- a. After two years from the date of installation, the HOA Board/Group may request to have the traffic calming measures evaluated for effectiveness/feasibility. A report in accordance with 10.b shall be generated and sent to the HOA Board/Group.
- b. Independent of the option in 11.a, after two years the HOA Board/Group may submit a written request to have the traffic calming measures removed. The following actions must occur and be submitted to the Town for consideration of removal:
 - i. Written request to the Town Engineer describing the issues and concerns regarding the Traffic Calming Measures
 - ii. HOA Board/Group shall conduct a vote of the HOA membership/residents within the original Speed Zone and prove at least 65% of the respondents voted to have the traffic calming measures removed. HOA meeting minutes indicating the vote, results of the vote, and resolution by the HOA Board requesting the removal of the traffic calming measures shall be submitted to the Town. All vote documentation from the Group shall be submitted to the Town.
 - iii. The Board of Mayor and Aldermen shall make the final determination on removal of the traffic calming measures.
- c. The Town of Farragut may remove the Traffic Calming Measures at any time should they be determined, by the Board of Mayor and Aldermen, to be ineffective or to not further promote the health, safety, and welfare of the citizens of the Town.



FARRAGUT BEER BOARD AGENDA

Farragut Community Center
239 Jamestowne Blvd

April 10, 2025
5:55 PM

- I. Approval of Minutes
 - A. March 27, 2025
- II. Beer Permit
 - A. Approval of a Class 1 On-Premise beer permit for Roll Em Up Taquitos, 117 Lovell Road



FARRAGUT BEER BOARD MINUTES

Farragut Community Center
239 Jamestowne Blvd

March 27, 2025

5:55 PM

The meeting was called to order at 5:55 PM. Members present; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White.

Approval of Minutes

Motion was made to approve the minutes of February 27, 2025, as presented. Moved by Mayor Williams, seconded by Vice-Mayor Meyer; voting yes; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Beer Permit

Approval of a Class 5 Off-Premise beer permit for Mr. Zip #523, 10855 Kingston Pike.

Motion was made to approve Class 5 Off-Premise beer permit for Mr. Zip #523, 10855 Kingston Pike. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Drew Burnette, Chairman

Allison Myers, Town Recorder

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of Class 1, On Premise Beer Permit for Roll Em Up Taquitos, 117 Lovell Road

DISCUSSION: The purpose of this agenda item is the approval of a Class 1, On Premise Beer Permit for On Premise Beer Permit for Roll Em Up Taquitos, 117 Lovell Road.

The applications and information are in order. The business currently has a certificate of occupancy.

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder, for approval.

PROPOSED MOTION:
To approve a Class 1, On Premise Beer Permit for On Premise Beer Permit for Roll Em Up Taquitos, 117 Lovell Road.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>BURNETTE</u>	<u>CAIN</u>	<u>MEYER</u>	<u>WHITE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

- Reason for application: New Business ____ New Ownership ____ Name Change ____ Other ☒
- Type of permit requested, please circle all that apply:

☒ Class 1 On-Premise

☐ Class 2 On-Premise, Other

☐ Class 3 On-Premise, Hotel/Motel

☐ Class 4 On-Premise, Tavern

☐ Class 5 Off-Premise

☐ Class 6, Special Occasion

- Name of Applicant(s) (Owner(s) of Business) Knoxville REU 1 LLC (Nirav Patel)

- Type of applicant (check one):
Person ____ Firm ____ Corporation ☒ Joint-Stock Company ____ Syndicate ____ Other ____

- List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:

Nirav Patel

Jiya Patel

Vimalkumar Patel

- Applicant's present home address:

- Date of Birth 07/05/1998 Home Telephone Number _____

Business Telephone Number 865-288-0553 Social Security Number _____

- Representative Email Address: rollemupfarragut@gmail.com

- Under what name will the business operate? Roll Em Up Taquitos

- Business address 117 Lovell Rd, Knoxville, TN 37934

Business Telephone number 865-288-0553

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:
Nirav Patel rollemupfarragut@gmail.com
11052 Big Sky Ln, Knoxville, TN 37932
12. Information of any manager, other than the applicant:
Name: NA Birth Date: _____
Address: _____
Phone Number: _____
13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ____ Yes ☒ No. If yes, give particulars of each charge, court, and date convicted.

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? ☒ No If so, specify, where, when, and why:

15. Name and address of property owner, if other than the business owner:
All Eleven GP, 255 N Peters Rd, Suite 101, Knoxville, TN 37923
16. What is the name and address of the Church (or other place of worship) nearest to your business?
Grassy Valley Baptist Church, 10637 Kingston Pike, Knoxville, TN 37922
17. What is the name and address of the school nearest to your business?
Farragut Intermediate School, 208 West End Ave, Knoxville, TN 37934
18. Special Occasion Event Name: _____
Location of the special occasion event: _____
Event Date & Times: _____
Representative name & phone number: _____
Have you received a special event permit to hold the event in the Town of Farragut? _____
19. Tennessee Sales Tax Number: 1002507992
20. Town of Farragut Business License Number 5187



MINUTES
March 27, 2025

BMA WORKSHOP
Program Change, Fee Schedule
Classification & Compensation
5:15 PM

The Farragut Board of Mayor and Aldermen members Burnette, Cain, Meyer, White and Williams were present for the workshop. David Smoak, Town Administrator, reviewed the program changes, classification and compensation and changes to the fee schedule.

BMA MEETING

Roll Call, Silent Prayer, Pledge of Allegiance

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

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of March 13, 2025, as presented. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Mayor's Report

Mayor Williams thanked the Arts & beautification Committee for a successful art show.

Jeff Devlin, Fire Chief for Rural Metro, gave an overview of the subscription changes with Rural Metro.

Ordinances & Resolutions

Ordinances

Second Reading

Ordinance 25-02, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section XII., General Commercial District (C-1), Subsection B., 12., c., 3., to change the setbacks, under certain conditions, for outdoor fences associated with commercial kennels

Motion was made to approve Ordinance 25-02 on second and final reading. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

Ordinance 25-03, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), Subsection C. Minimum Standards., 1. Land Uses., to add a new section f. to provide for a drive-through under certain conditions

Motion was made to approve Ordinance 25-03 on second and final reading. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

Business Items

Approval of a variance of 350 feet from the distance between driveways requirement for arterial streets in the Driveways and Other Access Ways Ordinance for a proposed access associated with a duplex at 1114 N. Campbell Station Road (Oleg Zayets, Applicant)

Motion was made to approve the variance of 350 feet from the distance between driveways requirement for arterial streets in the Driveways and Other Access Ways Ordinance for a proposed access associated with a duplex at 1114 N. Campbell Station Road subject to the following items suggested by the Farragut Planning Commission:

- Staff to work with the county to provide a plat note for the plat of correction.
- The plat note should include the ability for the owners of Lots 9R and 10 to have access through an easement to the access requested by the applicant on Lot 11 that would line up with Fretz Road.

Moved by Alderman Burnette, seconded by Alderman Cain; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, no; Mayor Williams, yes; motion passed.

Approval of Appointment to the Knox County Community Health Council Appointment
Dot LaMarche spoke about the history and importance of the Health Council.

Motion was made to appoint Jenni Craddick as the board appointee to the Community Health Council. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Mayor Williams appointed Jeanne Brykalski as the mayoral appointment to the Health Council.

Approval of Appointment to the Visual Resources Review Board

Motion was made to approve Jonathan Francis to an unexpired term ending June 2025. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Agreement between the Town of Farragut and Knox County for the lease of office space in the Farragut Town Hall

Motion was made to approve the lease agreement between the Town of Farragut and Knox County

Current and New Lease Rates		
Year	Current Rate per Month	New Rate per Month
1	\$1,350	\$3,000
2	\$1,400	\$3,050
3	\$1,450	\$3,100
4	\$1,500	\$3,150
5	\$1,550	\$3,200

Moved by Alderman White, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval and Award of Contract 2025-13, Fiber Location, Emergency Restoration and Maintenance Services

Motion was made to approve Contract 2025-13 with Global Communications. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Citizens Forum

Joey Ruffalo, 11319 Campbell Lakes Drive, spoke about the Tennessee Businesses Against human trafficking program.

The meeting adjourned at 6:34 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Request for approval for a variance from the distance between driveways requirement for collector streets in the Driveways and Other Access Ways Ordinance for the proposed Boring Road access associated with the 341 Boring Road Subdivision (Rackley Engineering, Applicant)

INTRODUCTION: This item involves a request for a variance from the distance between driveways requirement in the Driveways and Other Access Ways Ordinance.

DISCUSSION: At the March 20, 2025 Planning Commission meeting, a preliminary plat was conditionally approved for a new subdivision located between the Waverly Court and Baldwin Park Subdivisions. The proposed subdivision is currently referred to as the 341 Boring Road Subdivision and includes 32 house lots with two proposed accesses. One access will connect to a road that stubs into the property from the Villages of Farragut Senior Living Community. The main access will be onto Boring Road.

The proposed access onto Boring Road is approximately 154 feet from the nearest access on the north side of Boring Road and that serves a single dwelling unit that is under construction. Since Boring Road is a collector street, new access points are required to be at least 200 feet apart. The home that is under construction is on a large lot and has a loop driveway with the two ends more than 200 feet apart. Resulting from the loop driveway, this creates a situation where there are no locations along the proposed subdivision’s Boring Road frontage that would be able to meet the required 200-foot spacing. As explained to the Planning Commission, the applicant’s engineer proposed the access for the subdivision in a location that would lessen the amount of grading due to more gentle topography and that would also provide optimal sight distance. It was further noted that the access on the north side of Boring Road that is within 200 feet of the proposed subdivision access will serve only one dwelling unit and generate minimal traffic.

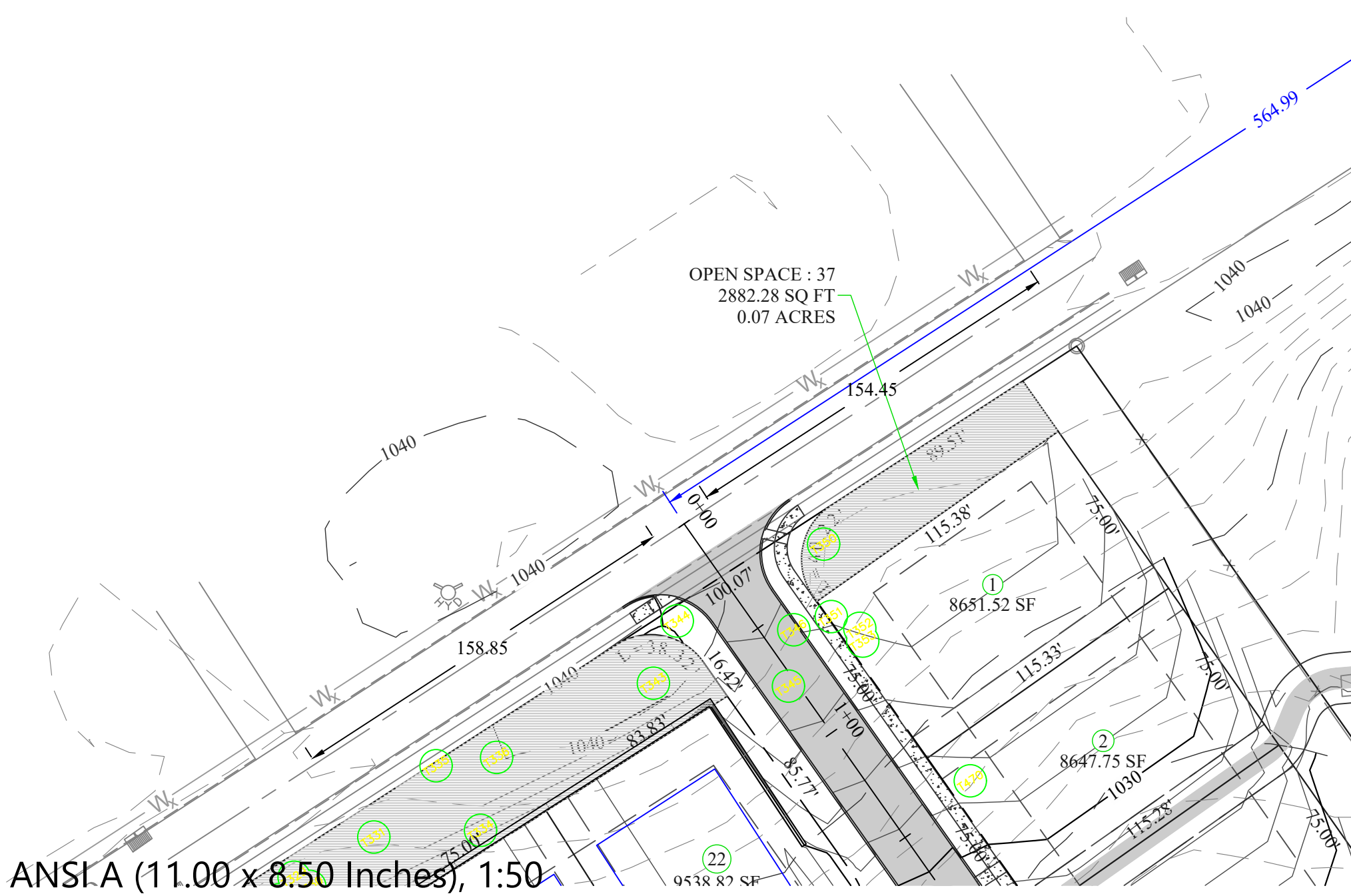
RECOMMENDATION: For these reasons, the staff recommended approval of the variance needed for the proposed subdivision access onto Boring Road. The Planning Commission unanimously supported the staff’s recommendation for the reasons noted.

PROPOSED MOTION: To approve the requested variance as recommended by the Planning Commission.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>WHITE</u>	<u>CAIN</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Ron Oestreich, Parks and Recreation Director and Blake Travis, Parks Manager

SUBJECT: Approval of Bids for Contract 2025-14 McFee Park Prefabricated Public Restroom

INTRODUCTION: The purpose of this item is consideration of bids and award of Contract 2025-14, McFee Park Prefabricated Public Restroom

BACKGROUND: The Town of Farragut owns over 51 acres on McFee Road, known as McFee Park. With funding from the Tennessee Department of Environment and Conservation (TDEC) Local Parks & Recreation Fund (LPRF), the Town of Farragut plans to enhance the site by installing a prefabricated restroom facility at the site allocated for the Dog Park. The Town sought pricing for a one-stall restroom facility and a two-stall restroom facility. Due to the projected volume of people utilizing the Dog Park and the size of the parking area, we recommend the two-stall restroom building. This contract includes construction, placement, installation, and utility hookup for the restroom facility.

DISCUSSION: We received 1 bid on this project on 3/20/2025. Public Restroom Company

One-stall restroom: **\$349,432.00.** Two-stall restroom: **\$399,472.00.**

Once approved by the Board of Mayor and Aldermen, the awarded company will begin design completion with our staff. Once design is completed, construction of the prefabricated building will begin, and completion is estimated at 12-16 weeks. Upon completion, the prefabricated restroom will be delivered and installed at McFee Park.

FINANCIAL SECTION:

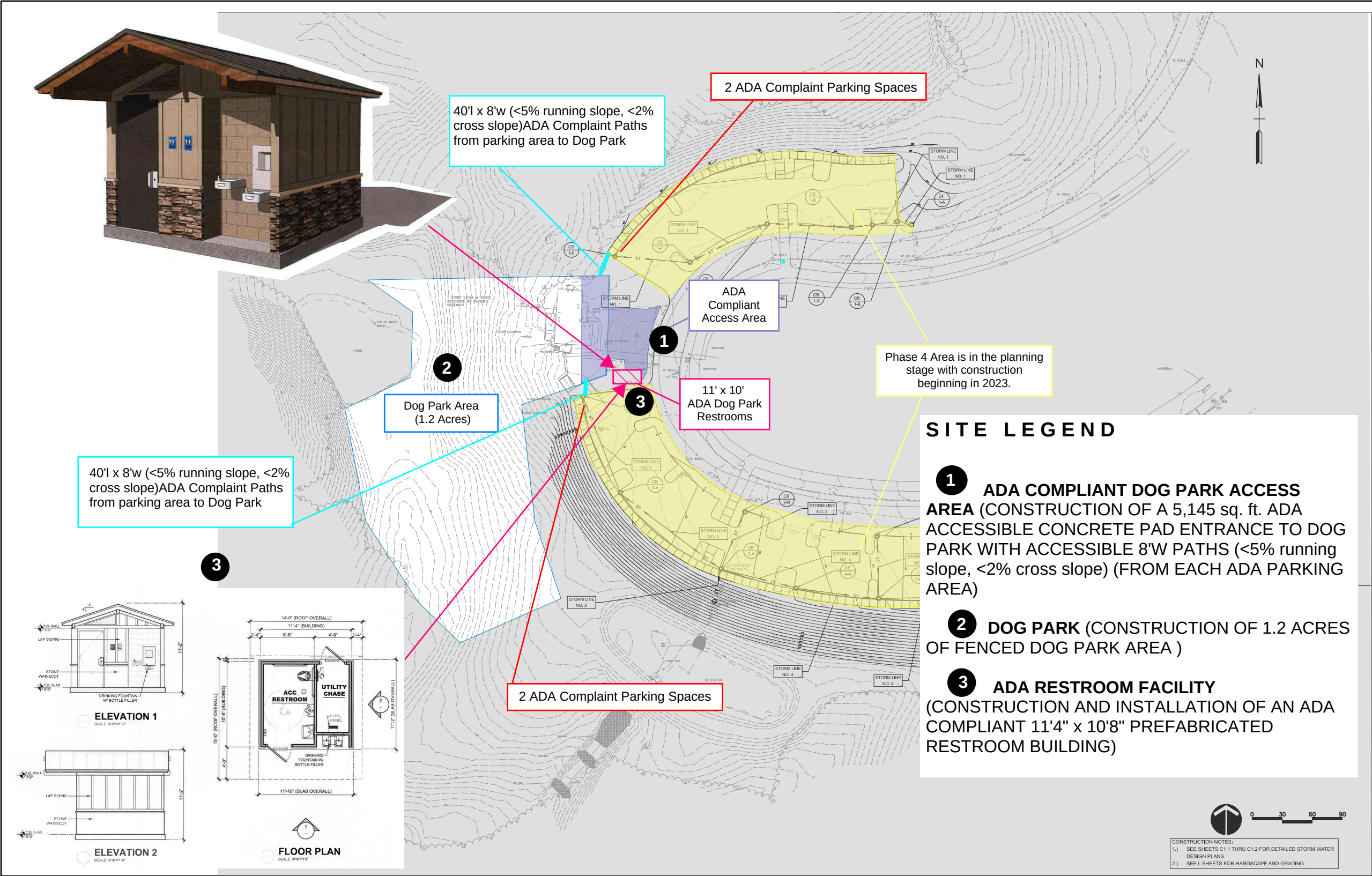
Project: Contract 2025-14 McFee Park Prefabricated Public Restroom			
<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$465,336	\$399,472	\$7,500	\$58,364
Approved By: <u>Allison Myers</u>			

RECOMMENDATION BY: Ron Oestreich, Parks & Recreation Director and Blake Travis, Parks Manager

PROPOSED MOTION: Approval of bids and award of Contract 2025-14 to Public Restroom Company for their bid of \$399,472.00

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>WHITE</u>	<u>CAIN</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____





Proposal Bid Form

RFP #2025-14 McFee Park Prefabricated Public Restroom

Proposer/Company Name: Public Restroom Company

The proposer shall furnish all labor, materials, tools, and equipment necessary to install s prefabricated public restroom at McFee Fark in the Town of Farragut. The proposer agrees to conform to all requirements of this RFP and the project specifications as set forth in the contract documents.

- Sample Prefabricated building drawings must be included.

1 Bathroom:

1 Bathroom Building	Product Description: (Model/Series)	Amount
	13054-2/10/2025-0	\$349,432

2 Bathroom

2 Bathroom Building	Product Description: (Model/Series)	Amount
Option B	13054-3/17/2025-1	\$399,472

In submitting this bid, the proposer recognizes the right is reserved by the Town of Farragut to accept any part of the bid, to negotiate with any bidder, waive any formalities in the bidding, or to reject any or all of the bids.

Proposer/Company Name: Public Restroom Company

Address: 2587 Business Parkway, Minden, NV 89423

Telephone: 888-888-2060 Email: sales@publicrestroomcompany.com

Signature:  Date: 3/17/2025

Printed Name: Charles E. Kaufman IV Title: President

Price Proposal: McFee Park - Town of Farragut, TN
Bid Date: 3/20/2025, 2:00 PM
Reference: 13054-2/10/2025-0; 13054-3/17/2025-1

Our Offer to Sell:

1. Prefabricated (1) Restroom Building delivered to site @ \$ 311,429

Prefabricated (2) Restroom Building delivered to site @ \$ 356,954

Public Restroom Company (PRC) herein bids to furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention. (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation (1) Restroom Building @ \$ 38,003 with retention allowed.

Installation: Turnkey Installation (2) Restroom Building @ \$ 42,518 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand that Owner/Contractor provided alongside the building pad and screed it level for final building placement. PRC will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all final plumbing connections at the POC location approximately 4'-6' outside of the building footprint.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the POC location approximately 4'-6' outside of the building footprint.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to the POC locations provided by the GC between 4'-6' outside of the building footprint.

4. Total Cost of (1) Restroom Building and Installation @ \$ 349,432

Total Cost of (2) Restroom Building and Installation @ \$ 399,472

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 4'-6' outside the building's subgrade.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth. Determination of subgrade type is outside of Public Restroom Company's scope. Pad/Footing specifications are to be provided by the Owner/General Contractor based on site-specific requirements as determined by AHJ and local soil conditions. Final subgrade design must meet or exceed the minimum design criteria provided for reference by Public Restroom Company.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size required is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. PRC cost is based upon the provided crane being able to get within 35' of the building's center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before PRC will continue delivery.*

Public Restroom Company will turnkey set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the final plumbing connections at the POC location approximately 4'-6' outside of the building footprint.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the POC location approximately 4'-6' outside of the building footprint.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, PRC will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When PRC proprietary designed and fabricated material are part of the project, PRC supplies the manufacturing centers with these proprietary components. The in-plant construction process is then scheduled to coordinate with your delivery date through our Operations Division field staff. PRC guaranties on time, at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. PRC will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turnkey, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

Off-site, PRC fabricates underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

PRC provides all the building's under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to between 4'-6' outside of the building footprint and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection “inside” the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 4’-6’ from building locations.

Electrical:

PRC provides the electrical conduit to the POC 4’-6’ from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC between 4’- 6’ from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4” of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.
14. Any Fire Suppression Systems by others, not by PRC.
15. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.
16. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

17. If required, any gutter and downspout materials and installation will be procured and installed by others.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to Protect the Building Before Acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, PRC maintains a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since PRC is the designer, PRC carries Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates provided after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by


Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

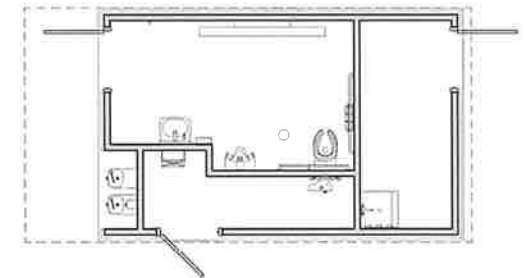
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND/OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

PARK McFEE FARRAGUT, TENNESSEE
RESTROOM/ STORAGE BUILDING

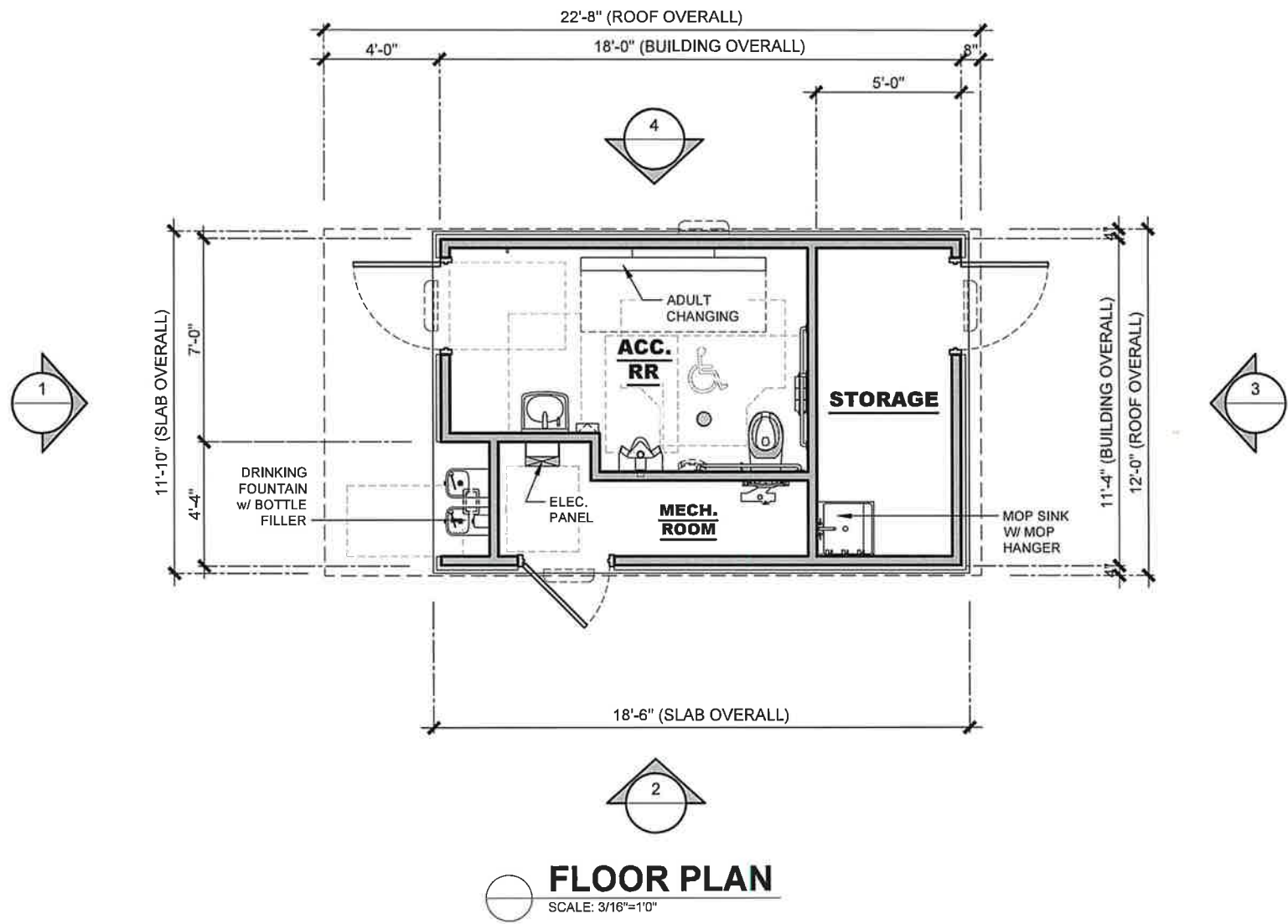
PUBLIC RESTROOM COMPANY

Building Better Places To Go

www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448

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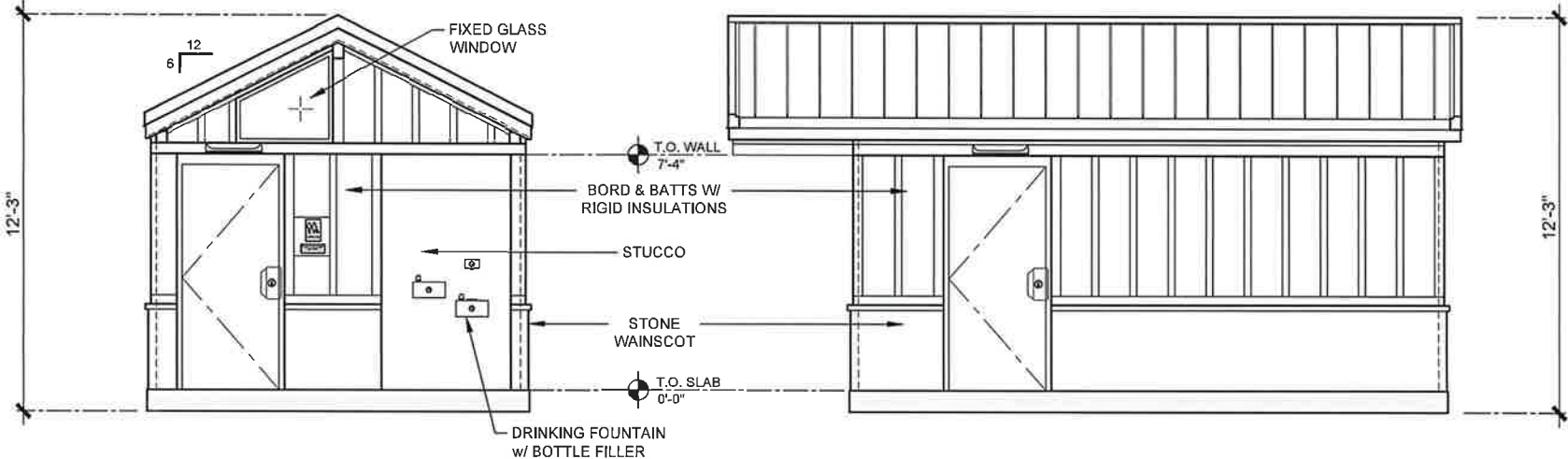


FLOOR PLAN

SCALE: 3/16"=1'0"

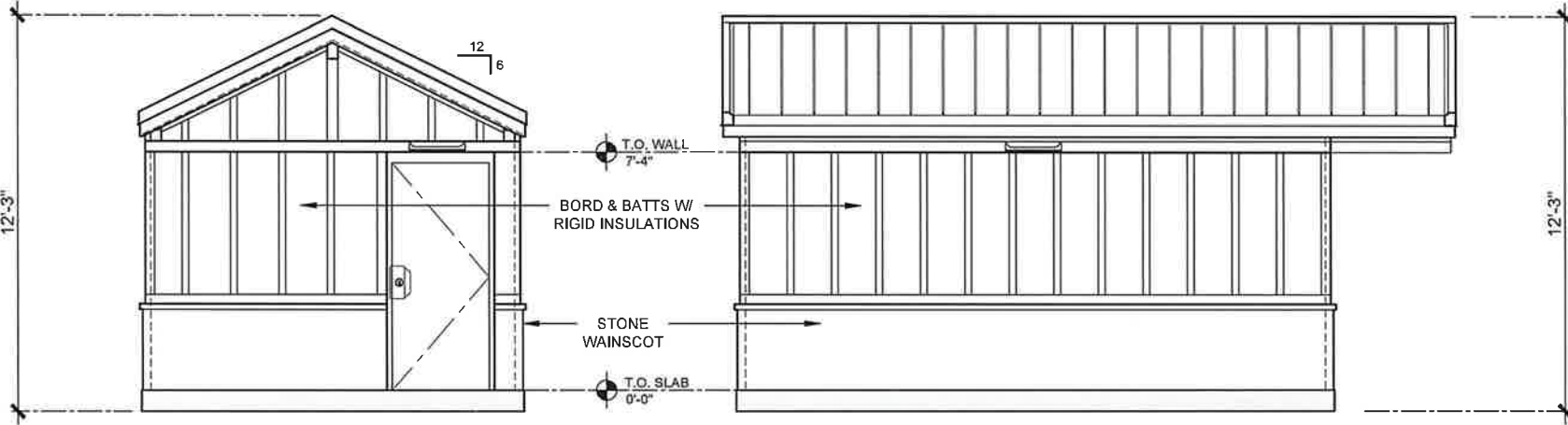
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		PROJECT:	McFEE PARK FARRAGUT, TN	PROJECT #:	13054	START DATE:	2/10/2025	MAX. PERSON / HOUR:	45 S
						DRAWN BY: EOR			



ELEVATION 1
SCALE: 3/16"=1'-0"

ELEVATION 2
SCALE: 3/16"=1'-0"



ELEVATION 3
SCALE: 3/16"=1'-0"

ELEVATION 4
SCALE: 3/16"=1'-0"

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			PROJECT #: 13054	START DATE: 2/10/2025 DRAWN BY: EOR	

OWNER / GENERAL CONTRACTOR AND PUBLIC RESTROOM COMPANY RESPONSIBILITIES

PUBLIC RESTROOM COMPANY RESPONSIBILITIES:

1. PROVIDE FULL ARCHITECTURAL PLANS AND ENGINEERING CALCULATIONS, STAMPED BY STATE GOVERNING AGENCY SUITABLE FOR GENERAL CONTRACTOR TO FILE FOR REQUIRED BUILDING PERMIT.
2. FURNISH AND INSTALL UNDERGROUND UTILITIES UNDER SLAB (INCLUDING TRENCHING) EXTENDING 6 FEET MAX. BEYOND THE BUILDING LINE, MIN. OF 24" - MAX OF 36" BELOW GRADE.
3. FURNISH AND INSTALL SLAB TO FOUNDATION ANCHORS PER DETAILS INCLUDED HEREIN. APPLICABLE ONLY TO BUILDINGS WITH FOUNDATIONS.

GENERAL NOTES:

1. THE DIFFERENCE IN THE ELEVATION BETWEEN THE FINISH FLOOR OF THE BUILDING AT EXTERIOR DOORS AND THE SIDEWALK OUTSIDE IS 1/4" MAX. PRC RECOMMENDS SIDEWALK TO BE FLUSH WITH FINISH FLOOR AT ALL DOORS.
2. THE PLAN & DETAILS HEREIN ARE SPECIFIC TO THE BUILDING SIZE AND MODULE CONFIGURATION OF THIS BUILDING MODEL.

OWNER / GENERAL CONTRACTOR RESPONSIBILITIES:

1. PREPARE BUILDING PAD AND OR FOUNDATION.
2. PROVIDE SITE PLAN & ENGINEERED FOUNDATION PLAN (IF APPLICABLE) AND ATTACH IT TO THE PUBLIC RESTROOM COMPANY'S DEPARTMENT OF HOUSING APPROVED DOCUMENTS AND OBTAIN NECESSARY PERMITS FROM LOCAL JURISDICTION.
3. VERIFY AND SCHEDULE NECESSARY INSPECTIONS WITH LOCAL JURISDICTION FOR SITE PERFORMED WORK BY OTHERS, AND FOR UNDER BUILDING SLAB PLUMBING CONNECTIONS MADE BY PRC.
4. COORDINATE SEWER INVERT ELEVATION WITH THE PUBLIC RESTROOM COMPANY PRIOR TO BUILDING INSTALLATION, VERIFY & COORDINATE LOCATION OF EXISTING UTILITIES INCLUDING WATER METER SIZE, TYPE, AND LOCATION OF EXISTING UTILITIES COMING INTO THE BUILDING SUPPLIED BY PRC
5. MAKE FINAL UTILITY CONNECTIONS (INCLUDING NECESSARY UTILITY BOXES).
6. PREPARE SITE FOR MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 1,500 psf, WITH SUB-GRADE COMPACTED TO 90% M.D.D.
7. SUPPLY AND STOCK PILE REQUIRED QUANTITY OF COARSE MASON SAND WITHIN BUILDING PROXIMITY FOR USE BY PRC FOR UTILITY TRENCH BACKFILL.
8. PROJECTS WITH FOOTINGS: PROVIDE SLEEVES IN FOOTINGS ACCORDING TO UTILITY LOCATION PLAN AND PAD / FOUNDATION PLAN DIRECTION.

GENERAL SITE CONDITION LIABILITY NOTE:

PUBLIC RESTROOM COMPANY (PRC) PROVIDES BUILDING PAD / FOUNDATION PLAN DRAWINGS FOR PLACEMENT OF OUR BUILDING ON SITE FOUNDATIONS / PADS FOR **REFERENCE ONLY**. PRC DRAWINGS DO NOT INCORPORATE SITE DESIGN FOR LOCAL CODES, SOILS CONDITIONS, FOOTING REQUIREMENTS, AND / OR ANY OTHER CONTRIBUTING SITE FACTORS UP TO AN INCLUDING HIGH WATER TABLES. IT IS THE RESPONSIBILITY OF THE OWNER / GENERAL CONTRACTOR TO PROVIDE A PROPER SITE DESIGN TO ACCOMMODATE THE BUILDING AS WELL AS PROVIDE PROPER SITE CRITERIA SO PRC MAY MODEL SEWER, WATER, AND ELECTRICAL DESIGNS WITHIN THE BUILDING. OUR BUILDING DESIGN INCLUDES AN 8" THICK REINFORCED CONCRETE SLAB AND ASSUMES FULL SLAB BEARING ON SOILS WITH A MINIMUM OF 1500 PSF BEARING CAPACITY. OUR BUILDING DESIGNS SURCHARGE THE SOIL BENEATH THE MAT SLAB AT APPROXIMATE 208 PSF. ANY BUILDING FOUNDATION IN ADDITION TO THE INTEGRAL MAT SLAB ARE SHOWN FOR **REFERENCE ONLY** AND SHOULD BE VERIFIED BY A LICENSED SOILS ENGINEER TO CONFORM WITH REQUIRED CODES. **PRC ASSUMES NO LIABILITY FOR THE OWNER OR GENERAL CONTRACTOR ACCEPTANCE OF THESE TYPICAL DRAWINGS WITHOUT VERIFICATION BY A LICENSED SOILS / FOUNDATION ENGINEER.**



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BUILDING TYPE:

RESTROOM / STORAGE BUILDING

PROJECT:

**McFEE PARK
FARRAGUT, TN**

DATE: 03/17/2025

DRAWN BY:

PROJECT #: 13054

JAG

SHEET:

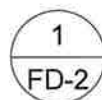
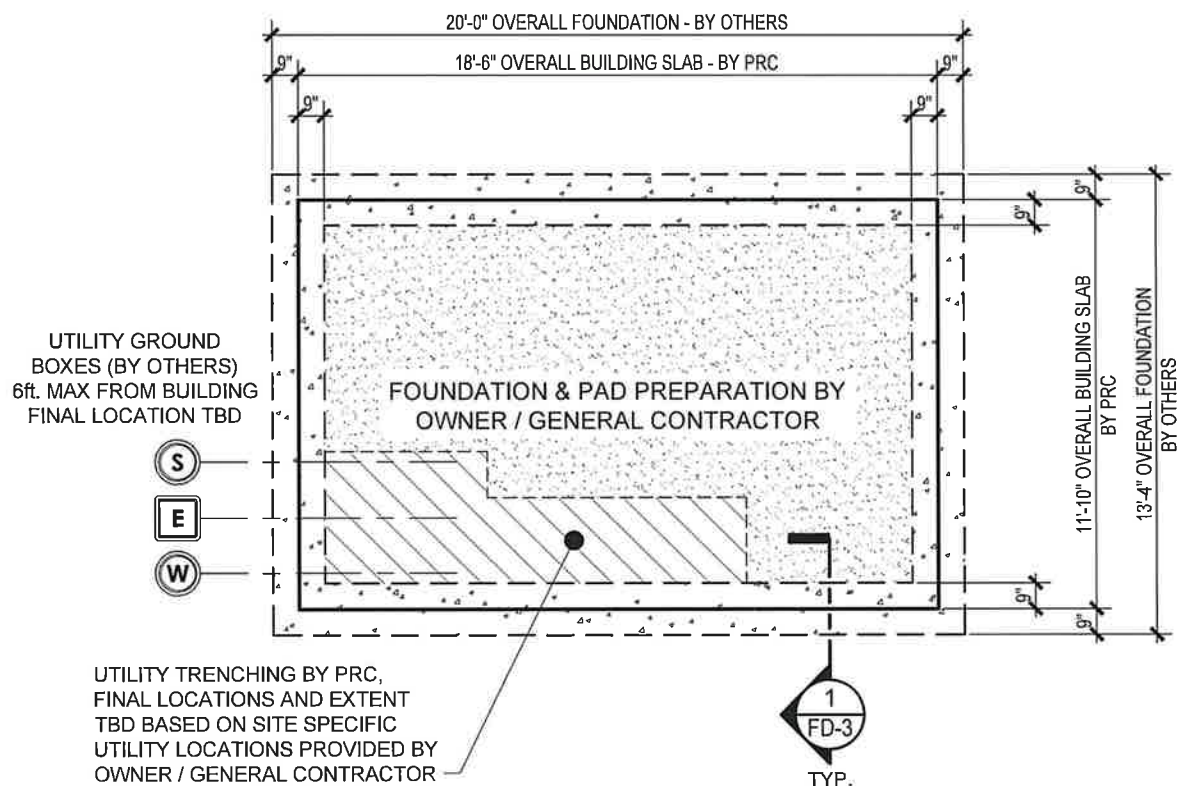
FD-1

1 OF 4

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

NOTES:

1. BOTTOM OF PRE-FAB BLDG. MANUFACTURERS SLAB IS DEAD FLAT. TOP OF FOOTINGS & COMPACTED BACK FILL MUST BE DEAD LEVEL. POUR FOOTING WITH LASER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATES ARE REQUIRED A CHANGE ORDER IS REQUIRED.
2. REQUIRED ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF; FIELD VERIFIED BY OTHERS



FOUNDATION / PAD PREPARATION PLAN

SCALE: NOT TO SCALE



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BUILDING TYPE:

RESTROOM / STORAGE BUILDING

PROJECT:

**McFEE PARK
FARRAGUT, TN**

DATE: 03/17/2025

DRAWN BY:

PROJECT #: 13054

JAG

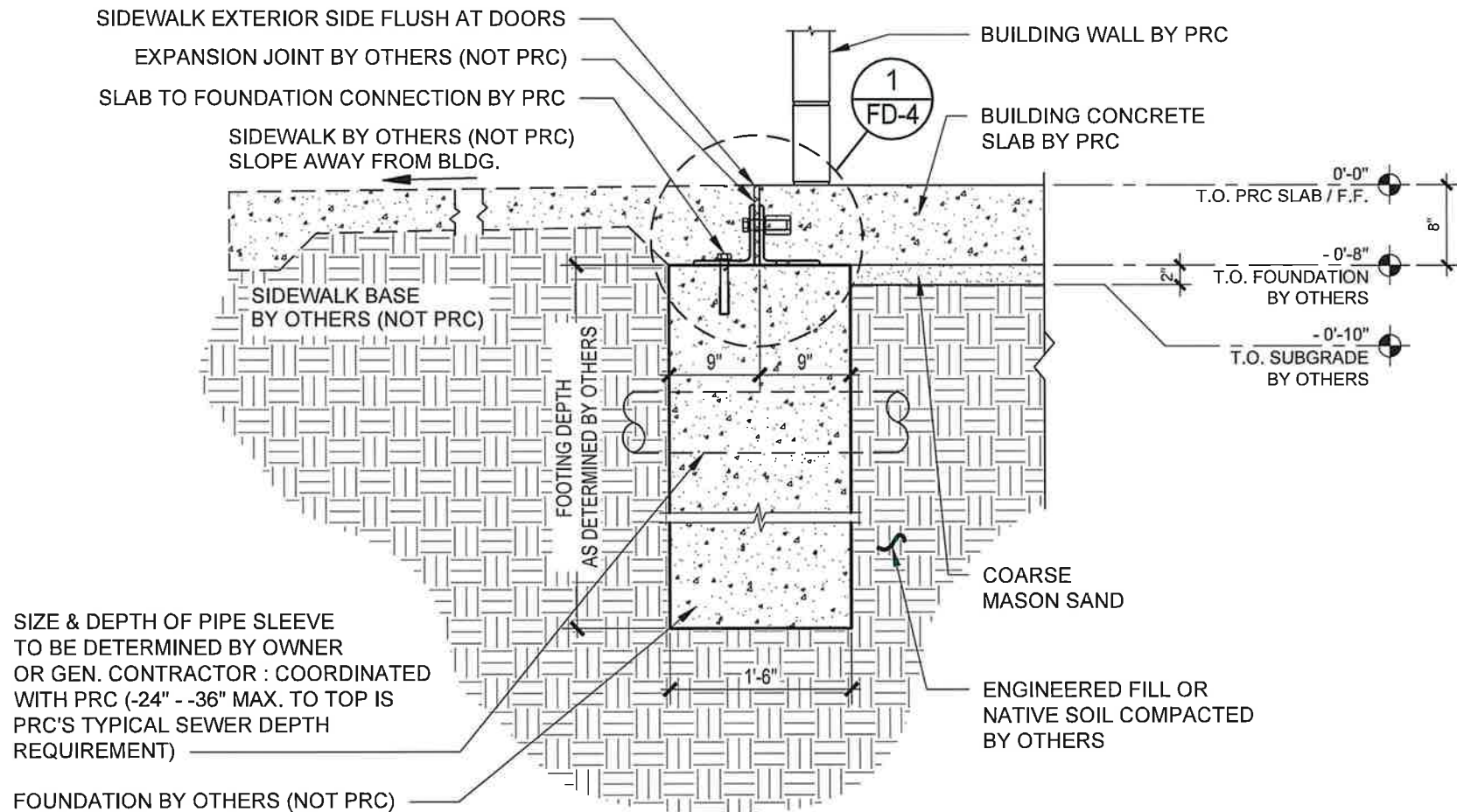
SHEET:

FD-2

2 OF 4

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

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1
FD-3

SCALE: NOT TO SCALE



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RESTROOM / STORAGE BUILDING

**McFEE PARK
FARRAGUT, TN**

PROJECT #:	13054	JAG
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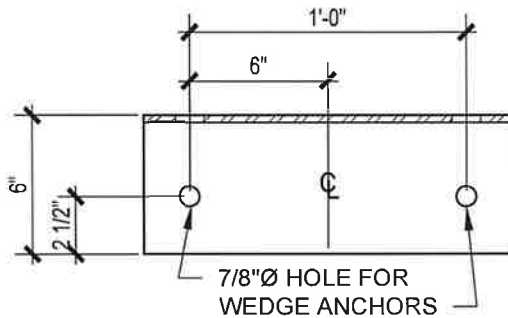
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3 OF 4

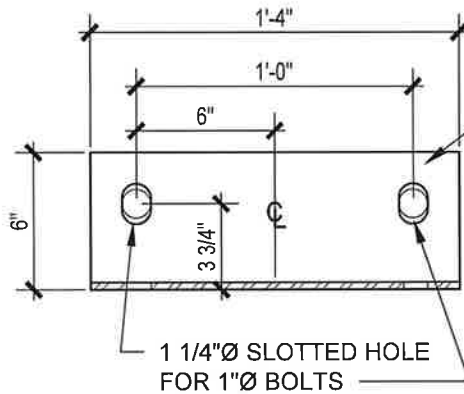
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NOTE:

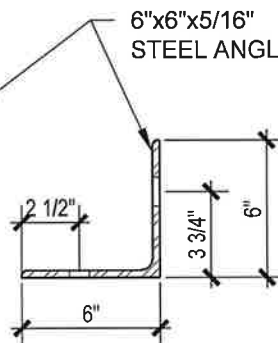
QUANTITY AND LOCATIONS OF ANCHORS TO BE DETERMINED BY PRC ENGINEER



TOP VIEW



FRONT VIEW



SIDE VIEW

BUILDING WALL BY PRC

8" CONCRETE SLAB
BY PRC

STEEL ANGLE CONNECTOR
BOLTED TO PRC SLAB

3/4" DIA. x 5 3/4" MIN.
SIMPSON STRONG BOLT 2
WEDGE ANCHOR
(MIN. 4 1/8" EMBEDMENT)

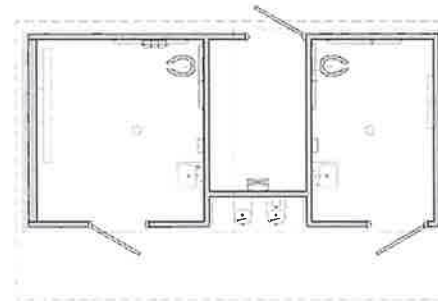
CONC. SLAB
(BY OTHERS)

FOUNDATION
(BY OTHERS)



SLAB TO FOUNDATION ANCHOR DETAIL (BY PRC)

SCALE: NOT TO SCALE



FLOOR PLAN

SCALE: NOT TO SCALE

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OPTION 'B'

**PARK
McFEE** FARRAGUT,
TENNESSEE
RESTROOM/
STORAGE BUILDING



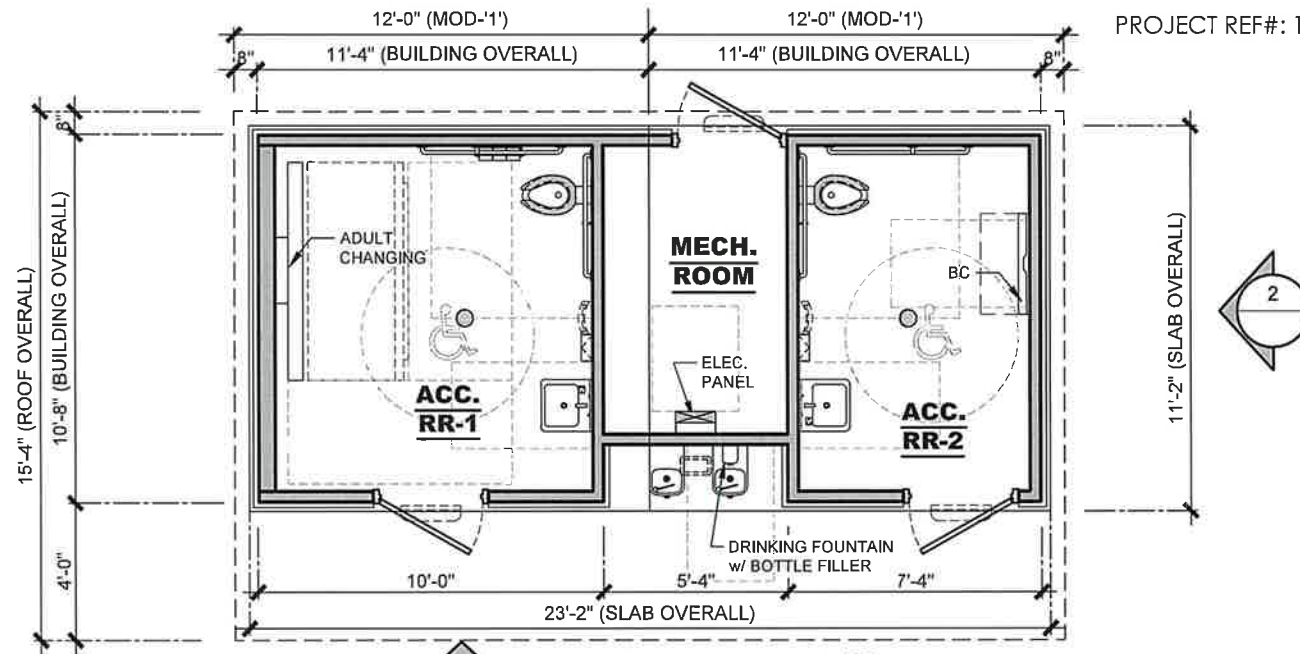
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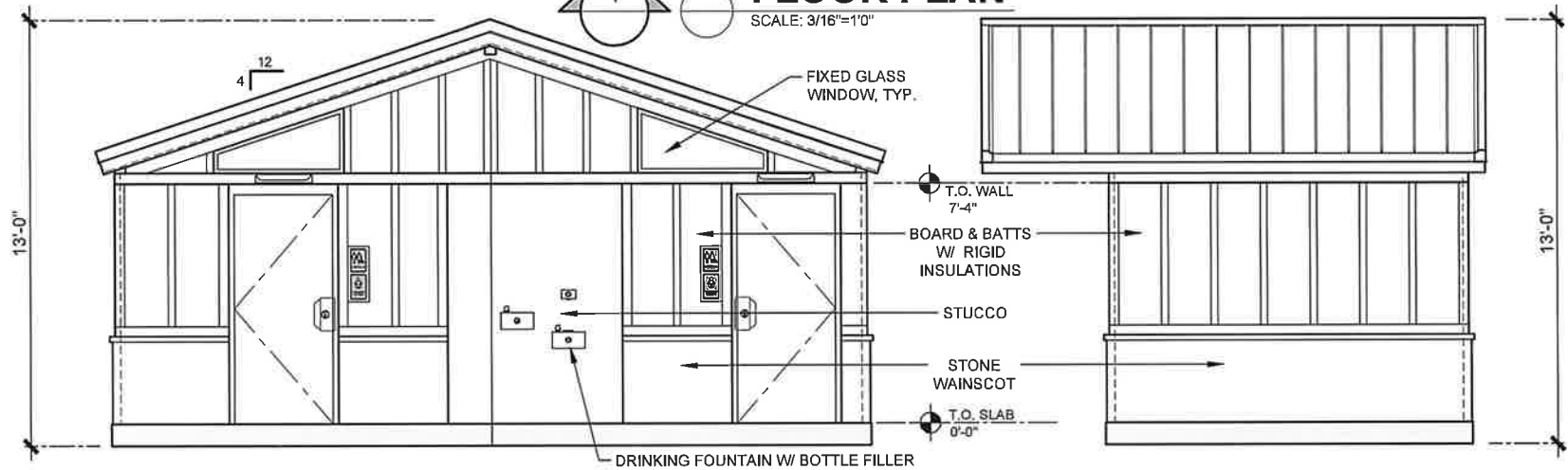
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OTHERS EXCEPT AS
AUTHORIZED BY THE
WRITTEN PERMISSION
OF PUBLIC RESTROOM
COMPANY.



FLOOR PLAN

SCALE: 3/16"=1'-0"



ELEVATION 1

SCALE: 3/16"=1'-0"

ELEVATION 2

SCALE: 3/16"=1'-0"

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BUILDING TYPE:

RESTROOM BUILDING - OPTION 'B'

PROJECT:

**McFEE PARK
FARRAGUT, TN**

REVISION #

1REVISION DATE: **3/17/2025**

DRAWN BY: EOR

PROJECT #:

13054START DATE: **3/12/2025**

DRAWN BY: EOR

SHEET#

A-1

MAX. PERSON / HOUR:

90 S

OWNER / GENERAL CONTRACTOR AND PUBLIC RESTROOM COMPANY RESPONSIBILITIES

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GENERAL SITE CONDITION LIABILITY NOTE:

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BUILDING TYPE:

RESTROOM BUILDING - OPTION 'B'

PROJECT:

**McFEE PARK
FARRAGUT, TN**

DATE: 03/17/2025

DRAWN BY:

PROJECT #: 13054

JAG

SHEET:

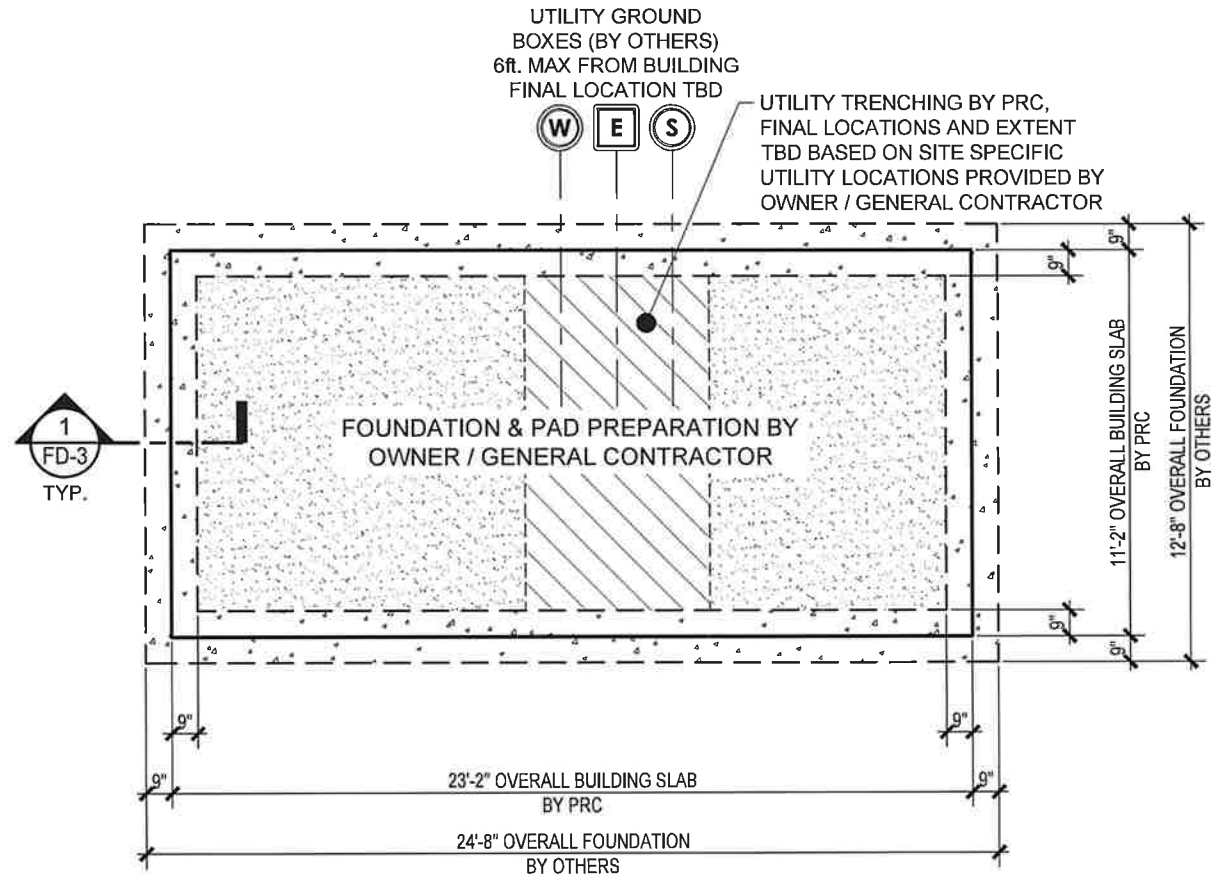
FD-1

1 OF 4

-NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

NOTES:

1. BOTTOM OF PRE-FAB BLDG. MANUFACTURERS SLAB IS DEAD FLAT. TOP OF FOOTINGS & COMPACTED BACK FILL MUST BE DEAD LEVEL. POUR FOOTING WITH LASER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATES ARE REQUIRED A CHANGE ORDER IS REQUIRED.
2. REQUIRED ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF; FIELD VERIFIED BY OTHERS



1
FD-2

FOUNDATION / PAD PREPARATION PLAN

SCALE: NOT TO SCALE

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RESTROOM
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BUILDING TYPE:

RESTROOM BUILDING - OPTION 'B'

PROJECT:

**McFEE PARK
FARRAGUT, TN**

DATE: 03/17/2025

DRAWN BY:

PROJECT #: 13054

JAG

SHEET:

FD-2

2 OF 4

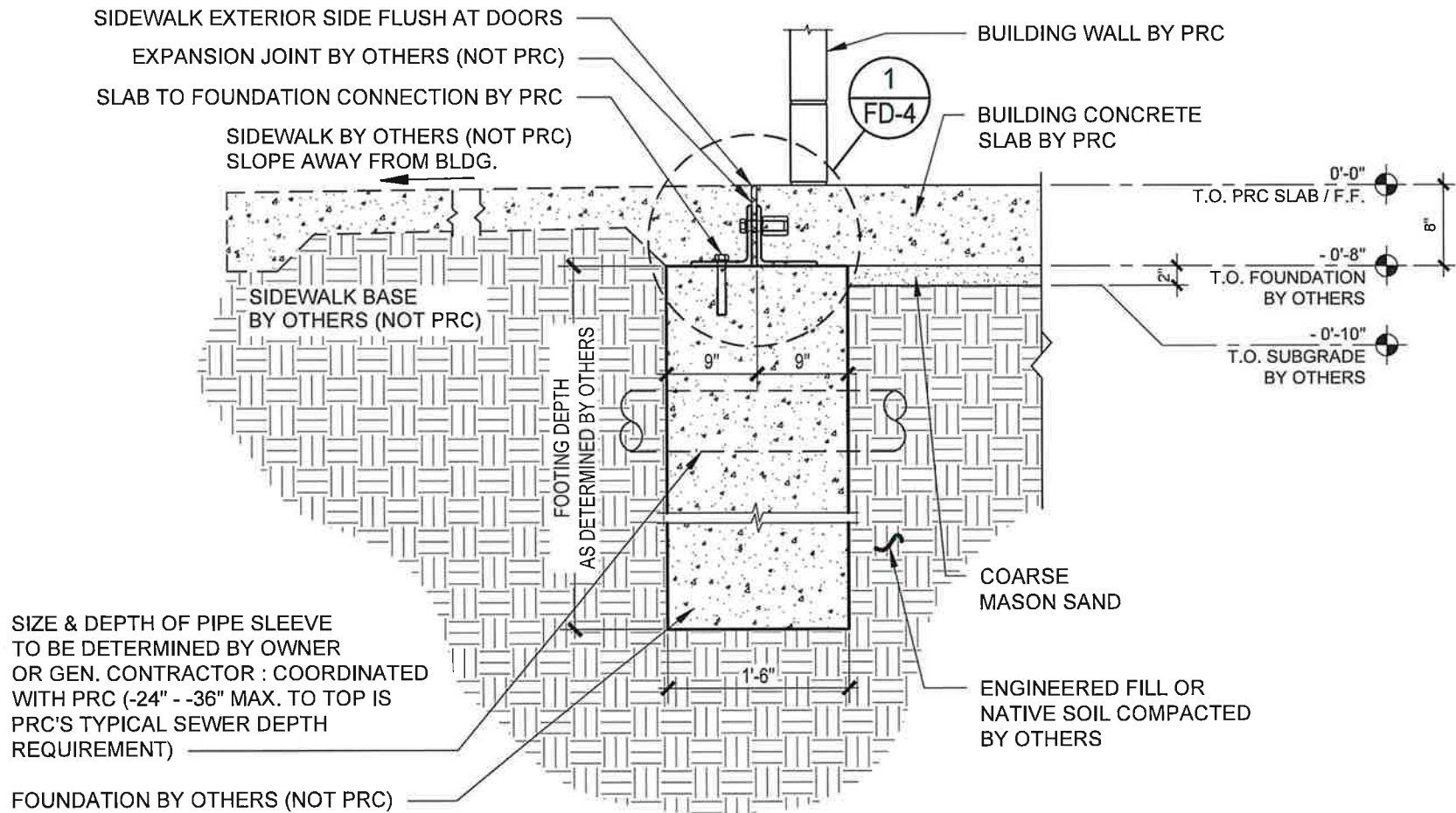
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PRELIMINARY FOR REFERENCE ONLY

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1
FD-3

TYPICAL FOUNDATION SECTION DETAIL

SCALE: NOT TO SCALE



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BUILDING TYPE:

RESTROOM BUILDING - OPTION 'B'

PROJECT:

**McFEE PARK
FARRAGUT, TN**

DATE: 03/17/2025 DRAWN BY:

PROJECT #: 13054 JAG

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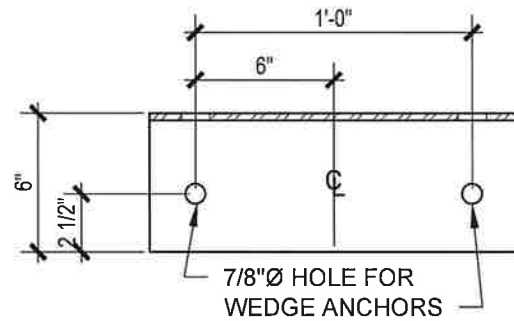
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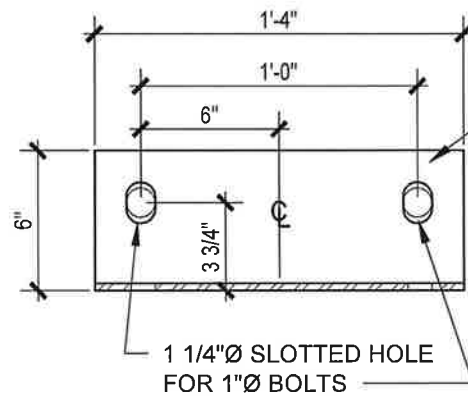
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NOTE:

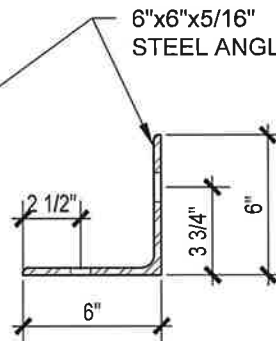
QUANTITY AND LOCATIONS OF ANCHORS TO BE DETERMINED BY PRC ENGINEER



TOP VIEW



FRONT VIEW



SIDE VIEW

BUILDING WALL BY PRC

8" CONCRETE SLAB
BY PRC

STEEL ANGLE CONNECTOR
BOLTED TO PRC SLAB

3/4" DIA. x 5 3/4" MIN.
SIMPSON STRONG BOLT 2
WEDGE ANCHOR
(MIN. 4 1/8" EMBEDMENT)

CONC. SLAB
(BY OTHERS)

FOUNDATION
(BY OTHERS)



SLAB TO FOUNDATION ANCHOR DETAIL (BY PRC)

SCALE: NOT TO SCALE



SPECIFICATIONS

Project #: 13054
Project Name: Mcfee Park
Site Address: 917 Mcfee Park
City, State, Zip: Farragut, TN
37934

Date: 2/25/2025
Bldg Size: See Drawings
Type of Bldg: PS-111-DF-BF-ST
Restroom/Storage

TYPE OF BUILDING

Construction Type

MVR WOOD	Wood Framed walls above cap beam, and wood framed rafters [ceiling & vents same as MVR]
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FLOOR SYSTEM

ROOM/ITEM	FINISH
Entire Building	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Entire Building	Floor Coating with Skid Resistant Additive - Flakes
Restroom/Storage	White Sanitary Tile Base
Footings/Foundation	Provide Steel Angle Tie Downs

WALL SYSTEM

BUILDING WALLS HEIGHT	
Building Walls Height	7'4"

EXTERIOR WALLS - CMU	BLOCK TYPE AND COLOR	ROWS
Precision Exterior 4" CMU	Precision Gray	All

WALLS INSULATION	
Wall Insulation	Insulate Entire Building to Code

CAP BEAM	
Cap Beam	Cap Beam, Steel Tube, Painted

WALL FINISHES - EXTERIOR

TYPE	FINISH	HEIGHT
CMU	Uncoated	To Cap Beam
Wainscot	Cultured El Dorado Stone With Water Sill	To 32" AFF
FRC Siding -Below- Cap Beam	Allura Cedarmill Board & Batt Siding Vertical - Painted	Above Wainscot To Cap Beam
FRC Siding -Above- Cap Beam	Allura Cedarmill Board & Batt Siding Vertical - Painted	Above Cap Beam
Alcove	Stucco Applied Over CMU	To Cap Beam
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM	FINISH	HEIGHT
Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam
Storage - To cap Beam	Block filler & paint	To Cap Beam
Storage - Above Cap Beam	Painted OSB	Above Cap Beam
Behind Mop Sink	Block Filler & Epoxy Paint	To Cap Beam

ROOF SYSTEM

ITEM	DESCRIPTION
Metal Sales Image II 26 GA	26 GA SSM, Metal Sales Image II Standing Seam With 16" Striations W/Ice & Water
Entire Building Ceiling	(LVR) KD T&G Select Deck --- Stained, 716 Cedar Tone
Roof Insulation	Insulate Building To Code
	R Value:

Fascia	14/16 Ga Formed Galvanized Steel W/1" Return At Top (MVR)	
Panel Windows	Vinyl Windows Custom Fabricated to Fit a Rough Opening	Above Cap Beam

DOORS - HARDWARE

ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuous Hinge

Deadbolt	SCHLAGE B600 series temporary large format core (std)
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ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Weather Strip	Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684	All
Door Sweeps	NGP Door Sweep 200NA36	All
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase-Storage
Magnetic Locks (SAM)	SAM Securiton System	SDC-463U Emergency Exit Button

RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louver Sunvent Industries Model #157	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Adult Changing Station	Foundations Ascent Universal Changing Table 800SS-01	
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02	Spray Nickel

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook (Standard)	Utility Hook, Bright Finish
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353

PLUMBING

FIXTURE/PART	DESCRIPTION
Drinking Fountain	Wall Mounted Drinking Fountain, Freeze Resistant, Haws Model # 1109.14-1
Bottle Filler	Wall Mounted Bottle Filler, Freeze Resistant, Haws Model # 1920FR
Toilets - Vitreous China	China Wall Hung Toilet Zurn # 5617-BWL
Urinals - Vitreous China	Zurn China Urinal, .125 to 1.0 GPF, Rear Spud, Model # Z5765-U
Lavs - Vitreous China	China Lav Zurn # 5341
Sensor - Toilet Flush Valve	Zurn Flush Valve 1.28 Ga Zurn # ZEMS6152AV-HET-7L-1.28
Sensor - Urinal Flush Valve	Zurn Urinal Flush Valve .125 Ga Zurn # ZEMS6195AV-ULF-7L
Sensor Faucets	Zurn Sensor Faucet # Z6913-XL-CWB-F Aquasense
Floor Drains: W/Trap Primer	Floor Drain Zurn # Z451-2ZN-IP2-5B-P13(1/2")

PLUMBING SPECIAL

FIXTURE/PART	DESCRIPTION
Floor Mount Mop Sink	Mustee Mop Service Basin, Model # 63M 24" x 24" x 10", Color: White
Mop Rack	ProFlo PF245: Mop Hanger

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION	
Water Heater	Stiebel DHC-E12	3+ lavories
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12	
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve	
Double Check Valve	LF007M2-QT	

Water Line Material	PEX (Upgrade) use in cold Climates
Bladder Tank	ProFlo PFXT5
Hose Bibb- Interior	Acorn #8121-LF - in the Chase
Hose Reel & Hose	Hose Reel With 5/8"x75' Garden Hose

ELECTRICAL

ITEM	DESCRIPTION	
Electrical Panel	200 amp Single Phase - 120/240 v	30 Circuits
Breakers	Plug on (QOD)	

LIGHTING

ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior-	Light Fixture Integrated Occupancy Sensor (OCC)	
OCC Sensor Switch for St&CN	Occupancy Sensor Wall Switch with Dimming	
Interior Lights	W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC	15 Watts
Lighting Control -Exterior-	Photo Cell Intermatic Photo Control #EK4336S	
Exterior Light	W/C) Luminaire, Swoop Series SWP-610-OP-BRZ	15 Watts
Exterior Light	W) Luminaire, AEL-12 (Dark Sky Compliant) 20" long OCC	10 Watts
Chase Lights	C) Green AL-41L (small Chase) Waterproof	15 Watts
Storage Lights	C) Green AL-42L 36W (large room) waterproof	30 Watts

RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS

ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI	
Receptacles	GFCI Tamper Resistant	
Switches By Pass	By Pass (To By Pass OCC Sensors)	
Floor Heater	Hydronic floor system - Zone 1	
Fan	Broan Model # L100MG 120 VAC with 8" Round Duct Connector #1106466	
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	

AGREEMENT

Contract No. 2025-14

McFee Park Prefabricated Restroom

This agreement made as of the _____ day of _____ in the year 2025 by and between the;

TOWN OF FARRAGUT
11408 Municipal Center Drive
Farragut, TN 37934

(Hereinafter called Owner) and

(Hereinafter called Contractor)

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK

The Contractor shall perform all Work as specified or indicated in the Contract Documents for the completion of the project generally described as follows:

Completion of McFee Park Prefabricated Restroom as directed per each Work Order to minimum contract specifications.

ARTICLE 2. ADMINISTRATOR

The Town Engineer will act as Administrator in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

The work shall begin upon receipt of a written notice to proceed from the Town Engineer and shall be completed on or before **March 31, 2026**.

ARTICLE 4. CONTRACT PRICE

The Owner will pay the Contractor for the performance of the contract in current funds for the total quantities of work performed at the prices stipulated in the bid for the several respective items of work completed, the total amount to be due upon completion and final acceptance of the Work, and the receipt of lien releases from the Contractor and all Subcontractors.

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. Agreement
- B. Instructions to Bidders
- C. Special Conditions
- D. General Conditions
- E. Specifications for McFee Park Prefabricated Restroom
- F. Contractor's Bid
- G. Addenda Numbers 1, 2
- H. Change Orders, duly delivered and executed by each party execution of this Agreement.
- I. Affidavits and Certifications

ARTICLE 6. MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed only by a written instrument signed by the party to be charged.
- D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work by the Owner.

The Owner shall give notice of observed defects with reasonable promptness. The Engineer subject to arbitration shall decide all questions arising under this article.

The Contractor and through it each Subcontractor, in accepting the contract for this construction or respective portions of the construction covered by this contract and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within one year from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is accepted from this guarantee.

The Contractor shall reimburse the Owner for cost of damage, if any, as well as cost of replacing defective materials or workmanship. If replacements are not made within fourteen days after notice is given of such defect in workmanship, or thirty days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

- E. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).
- F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - (a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

- H. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, nation origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required of Contract 2025-14, McFee Prefabricated Public Restroom, all in accordance with the bid specifications and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

Per Bid Form signed and submitted on March 20th, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

Town of Farragut

11408 Municipal Center Drive

Farragut, TN 37934

BY:

(Printed or Typed)

Title _____

ATTEST:

CONTRACTOR:

Public Restroom Company

2587 Business Parkway

Minden, NV 89423

BY:

(Printed or Typed)

Title COO

ATTEST:

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl Smith, PE

SUBJECT: Approval of Infrastructure Development Agreement between the Town of Farragut and Homestead Land Holdings, LLC for Improvements to Boyd Station Road

INTRODUCTION: The purpose of this item is the approval of an agreement for cost sharing with Homestead Land Holdings, LLC for improvements to Boyd Station Road.

BACKGROUND: A Critical Success Factor in the Town’s Strategic Plan is “Enhancing a High-Quality and Well-Maintained Community.” This includes taking the opportunity to share costs with developers to improve roads to fully meet the standards required of our roadway network. Our intent is to widen Boyd Station Road from Willow Cove Way to McFee Road and include a roundabout on Boyd Station Road at the southern entrance of the Grove at Boyd Station Subdivision.

DISCUSSION: Development of the Grove at Boyd Station requires that the developer improve their side of Boyd Station Road the full length of their property’s frontage, including pedestrian facilities. Currently, the road is 20 feet wide with no shoulders. The developer is responsible for widening the westbound lane from 10 feet wide to 11 feet, and in this case will add curb & gutter and an 8’ wide greenway along the north side. This agreement includes funding from the Town to widen the road an additional three feet on the north side, to allow for two 11’ lanes and a two-foot paved shoulder on the south side of the road. This plan requires no work on the south side, in Norfolk Southern Railroad’s right of way. The agreement also includes funding to design and build a roundabout at the southern entrance of the Grove, approximately 700 feet west of Willow Cove Way (see map). The agreement includes provision that the Town will pay the developer \$465,000 for its share of the road widening costs, \$760,000 for construction of the roundabout and \$73,000 for design of the roundabout. Once the agreement is approved, the developer will negotiate actual costs with contractors. In the event the Town’s portion of roadway widening and/or roundabout costs exceed the amounts shown above, the Town will have the option of paying the additional costs or allowing the developer to construct only those improvements they would otherwise be required to perform. Additionally, the Town will be required to purchase right of way and easements from the property just west of the Grove, as improvements will extend to McFee Road.

FINANCIAL SECTION:

Project: Boyd Station Road Improvements			
<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$1,598,000	\$1,298,000	\$0	\$300,000
Approved By: <u>Allison Myers</u>			

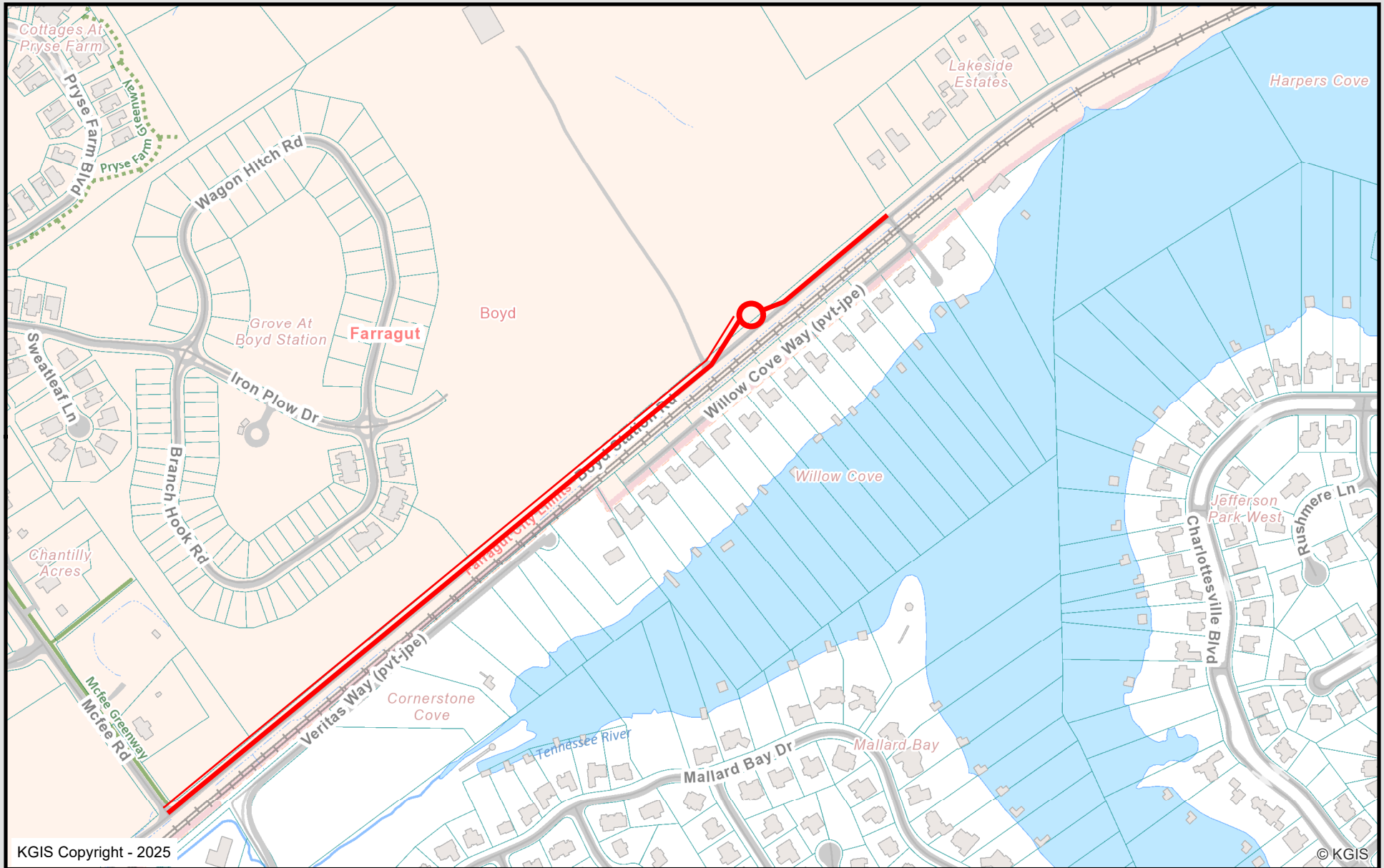
RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of the Infrastructure Development Agreement between the Town of Farragut and Homestead Land Holdings, LLC for Boyd Station Road Improvements.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>BURNETTE</u>	<u>WHITE</u>	<u>CAIN</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



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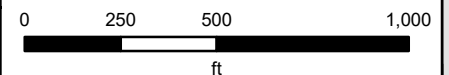
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Boyd Station Road Multi-Modal Improvements

Knoxville - Knox County - KUB Geographic Information System



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**THIS INSTRUMENT WAS PREPARED
BY AND RETURN TO:**

Thomas M. Hale
Kramer Rayson LLP
P. O. Box 629
Knoxville, TN 37901
(865) 525-5134

INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS INFRASTRUCTURE DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2025, by and between the TOWN OF FARRAGUT (“**Farragut**”), a Tennessee municipal corporation, and HOMESTEAD LAND HOLDINGS, LLC, a limited liability company created under the laws of the State of Tennessee and with its principal place of business at 122 Perimeter Park Drive, Knoxville, Tennessee 37922 (“**Developer**”).

W I T N E S S E T H:

WHEREAS, Developer has been approved by Farragut to develop a substantial residential subdivision development known as “The Grove at Boyd Station” (the “**Development**”) that fronts on and will be accessed from both McFee Road and Boyd Station Road; and

WHEREAS, the Development was approved upon conditions that Developer, at its expense, would design and improve the section of Boyd Station Road on which the Development fronts by (i) widening the pavement by one (1) foot, replacing the existing culverts and adding curbs and gutters and (ii) by adding a ten (10) foot greenway trail (collectively, the “**Required Improvements**”); and

WHEREAS, as a part of Developer’s work on the improvement of Boyd Station Road, Farragut has requested the Developer, at the expense of Farragut, to perform the following additional work inseparable from and integrated with the Developer’s work on the Required Improvements: (i) widen the pavement of Boyd Station Road an additional three (3) feet along the portion of Boyd Station Road on which the Development fronts to create a two (2) foot asphalt shoulder in addition to the two (2) feet of widened pavement; (ii) widen the pavement of Boyd Station Road an additional four (4) feet (i.e. two (2) feet of widened pavement and two (2) feet of asphalt shoulder), replace the existing culverts, and add curbs and gutters along the portion of Boyd Station Road from the point on Boyd Station Road where the north right-of-way line of Boyd Station Road intersects with the west boundary line of Developer’s property that is part of the Development back to the intersection of McFee Road and Boyd Station Road, (iii) mill and overlay the entirety of the road improvements from the point on Boyd Station Road where the north right-of-way line of Boyd Station Road intersects with the east boundary line of Developer’s property that is part of the Development back to the intersection of McFee Road and Boyd Station Road, and (iv) design and construct a roundabout located within the right-of-way of Boyd Station Road at the entrance to the Development; and

WHEREAS, the parties desire to memorialize the terms of their agreement with respect to the completion of the additional infrastructure improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements in this Agreement, the parties agree as follows:

1. Widening of Boyd Station Road.

(a) In addition to the Required Improvements, which Developer shall construct at its own expense, Developer agrees in accordance with the specifications contained on **Exhibit A** attached hereto (the “**Plans**”) to perform the following additional work to Boyd Station Road at Farragut’s expense: (i) widen the pavement of Boyd Station Road an additional three (3) feet along the portion of Boyd Station Road on which the Development fronts to create a two (2) foot asphalt shoulder in addition the one (1) foot of widened pavement that is part of the Required Improvements; (ii) widen the pavement of Boyd Station Road an additional four (4) feet (i.e. two (2) feet of widened pavement and two (2) feet of asphalt shoulder), replace the existing culverts, and add curbs and gutters along that portion of Boyd Station Road from the point on Boyd Station Road where the north right-of-way line of Boyd Station Road intersects with the west boundary line of Developer’s property that is part of the Development back to the intersection of McFee Road and Boyd Station Road, and (iii) mill and overlay the entirety of the road improvements from the point on Boyd Station Road where the north right-of-way line of Boyd Station Road intersects with the east boundary line of Developer’s property that is part of the Development back to the intersection of McFee Road and Boyd Station Road (collectively, the “**Road Widening Project**”). Construction of the Road Widening Project and the Required Improvements shall commence following the approval of this Agreement and Farragut’s acquisition of any necessary right-of-way, slope easements and construction easements for the Road Widening Project.

(b) Farragut shall pay the Developer the cost of the Road Widening Project, plus the approved cost for any agreed-upon changes to the Plans requested by Farragut. The current estimated cost for the Road Widening Project prior to design and bidding is \$465,000.00. In the event the actual estimated cost for the Road Widening Project exceeds \$465,000.00, the Developer shall not be required to proceed with the Road Widening Project until Farragut notifies the Developer that it approves the actual estimated cost for the Road Widening Project and authorizes the Developer to proceed with its construction at that cost. Payment for the Road Widening Project shall be made to Developer upon final inspection and approval of the Road Widening Project and the Required Improvements by the Town Engineer and upon receipt of a statement from Contractor (hereinafter defined) that it has been paid in full by Developer for its work in the performance of the Road Widening Project and the Required Improvements. In the event Farragut elects not to proceed with the construction of the Road Widening Project for any reason, Farragut shall reimburse Developer for the design costs Developer incurred for the Road Widening Project.

2. Roundabout Improvements.

(a) In order to accommodate the construction of the infrastructure of the Development and to coordinate the transitions between the entrance to the Development and the sections of Boyd Station Road to the east and to the west with the roundabout, the parties have

agreed that the Developer will construct, according to the plans to be designed by the Developer and approved by Farragut (the “**Roundabout Plans**”), the roundabout and related improvements required to properly tie the roundabout into the entrance to the Development and into Boyd Station Road to its east and to its west (the “**Roundabout Improvements**”). Construction of the Roundabout Improvements shall commence following the approval of this Agreement, the Roundabout Plans, and the cost to complete the Roundabout Improvements, as described below, and Farragut’s acquisition of any necessary right-of-way, slope easements and construction easements for the Roundabout Improvements.

(b) Farragut shall pay Developer for the design and construction of the Roundabout Improvements, plus the approved cost for any agreed-upon changes to the Roundabout Plans requested by Farragut. The current estimated cost for the Roundabout Improvements prior to design and bidding is \$760,000.00. In the event the actual estimated cost for the Roundabout Improvements exceeds \$760,000.00, Developer shall not be required to proceed with the construction of the Roundabout Improvements until Farragut notifies the Developer that it approves the actual estimated cost for the Roundabout Improvements and authorizes the Developer to proceed with their construction at that cost. Payment for the Roundabout Improvements shall be made by Farragut upon final inspection and approval of the Roundabout Improvements by the Town Engineer and upon receipt of a statement from Contractor that it has been paid in full by Developer for its work in the performance of the Roundabout Improvements. In the event Farragut elects not to proceed with the construction of the Roundabout Improvements for any reason, Farragut shall reimburse Developer for the design costs Developer incurred for the Roundabout Improvements. For clarification, the cost of the Roundabout Improvements shall not include the cost to relocate existing FUD and KUB utilities within the Roundabout Improvements area, which shall be paid for by the Developer.

3. Submittal of Plans to FMPC and Reimbursement of Developer for the Cost of Design Services. As specified by the approval of the Farragut Municipal Planning Commission (“FMPC”) at its regular meeting on May 20, 2021 Developer will submit engineering plans for the Required Improvements, the Road Widening Project and the Roundabout Improvements for its consideration and approval. In connect with the Road Widening Project and the Roundabout Improvements, the Town has agreed to reimburse the Developer for the costs of engineering design work to prepare construction plans for the components of the work being done pursuant to this Agreement. The Town shall reimburse Developer for such engineering and design costs it has incurred in an amount not to exceed \$73,000.00 upon the approval of the plans by the FMPC.

4. Acquisition of Right-of-Way. Farragut shall be responsible for acquiring, at its expense, all rights-of-way, slope easements and construction easements from any landowners (herein “**Landowners**”) that are needed for the Roundabout Improvements, the Road Widening Project, or the construction thereof, except Developer’s property which is required to accommodate the road widening on which Developer’s property fronts.

5. Security Interest. In order to further secure its obligations hereunder, Developer shall collaterally assign and/or grant Farragut a security interest in Developer’s contract with the contractor (the “**Contractor**”) that the Developer engages to perform the Required Improvements, Road Widening Project and Roundabout Improvements (collectively, the “**Improvements**”) to enable Farragut the opportunity and option, if it becomes necessary

because of Developer's nonperformance and if it so elects, to complete the Improvements using the same Contractor and pursuant to the same terms as Developer has arranged with the Contractor. Before Farragut undertakes to complete all or any portion of the Improvements using the services of the Contractor, Farragut shall deliver written notice to the Developer of the specific ways it has failed to comply with its obligations hereunder, and Developer shall have ten (10) days within which to cure the noncomplying condition.

6. **Time; Acceptance of Improvements.** The parties recognize that due to the fact that Boyd Station Road will be closed during the construction of the Roundabout Improvements that time is of the essence in the performance of this work. Upon final inspection and approval of the Improvements by the Town Engineer, Farragut shall cause the Improvements to be accepted by Farragut as public improvements to be maintained, repaired and replaced by Farragut at its sole cost and expense, and the Developer shall have no further obligations with respect to the Improvements.

6. **Easement.** Subject to the provisions of this Agreement, Farragut hereby grants and conveys to Developer, the Contractor and their authorized employees, contractors, subcontractors, suppliers and licensees, a temporary easement (the "**Easement**") for the purposes of entering upon that portion of Farragut's right-of-way on Boyd Station Road in the vicinity where the north right-of-way line of Boyd Station Road intersects with the east boundary line of Developer's property that is part of the Development back to the intersection of McFee Road and Boyd Station Road and upon the property of any Landowner that Farragut has acquired a right-of-way, slope easement or construction easement (the "**Easement Area**") and constructing the Improvements. The construction of the Improvements may include such grading, clearing, cutting, excavating, filling, improving and other similar construction-related activities to the Easement Area that are reasonably necessary or required by law to complete the construction of the Improvements. Developer, or its general contractor, shall be required to furnish and pay for any and all labor and supply all materials, supplies, tools, equipment and other items necessary and incidentally required to complete the Improvements in accordance with the Plans and the Roundabout Plans, subject to reimbursement and payment by Farragut as provided herein. The Easement is granted in its "AS IS, WHERE IS" condition and with all faults, and Farragut makes absolutely no representations or warranties, either express or implied, regarding the condition of the Easement Area and the property acquired from any Landowner. By executing this Agreement, Developer represents, warrants and confirms to Farragut that it has carefully inspected the Easement Area or the property acquired from any Landowner, and that it has not relied upon any verbal or written statements of Farragut or any employee, agent or representatives thereof regarding the condition of the Easement Area which is not contained in this Agreement. The Easement granted herein shall remain in effect until the final inspection and approval of the Improvements by the Town Engineer. Notwithstanding anything contained in this Agreement to the contrary, prior to Developer or any of its authorized employees, contractors or suppliers entering upon the Easement Area or exercising any of the rights granted in this Agreement, Developer shall perform or ensure the performance of all the following at its sole cost, risk and expense:

(i) With the exception of all rights-of-way, slope easements and construction easements that Farragut is required to obtain under Section 3 of this Agreement, all permits, licenses and other approvals which are necessary to construct the Improvements have been obtained.

(ii) Developer has obtained (and thereafter maintains in full force and effect at all times the Easement is in effect), from an insurer authorized to do business in the State of Tennessee and which is rated "A-/VIII" or equivalent in Best's Key Rating Guide, or any successor thereto (or if there is none, a rating organization having a national reputation), all of the following types of insurance coverage:

(A) Liability insurance (in the broadest form then available in Tennessee) which insures against claims for bodily injury, personal injury, death and property damage occurring on, in or about the Easement Area or as a result of activities by Developer or any of its authorized employees, contractors, subcontractors, suppliers and licensees on or near the Easement Area, in amounts of not less than \$2,000,000.00 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury or death, and \$2,000,000.00 per occurrence and \$2,000,000 aggregate with respect to all claims for property damage. The insurance required in this section shall name, at a minimum, as the insured parties, Farragut and Developer. Said policy shall be reasonably satisfactory to Farragut in all respects and shall also (either in the policy itself or by endorsement): (a) provide that at least fifteen (15) days' prior written notice of suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage shall be given to Farragut and that such insurance shall not be invalidated by any act or neglect of Developer or Farragut, nor by occupation of the Easement Area for purposes more hazardous than are permitted by such policy; (b) not contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Easement Area against the peril involved, whether collectible or not, and (c) waive all subrogation rights against Farragut (so long as the same does not invalidate the insurance required herein).

(B) Worker's compensation insurance providing insurance at least in the minimum amount required by applicable law.

(C) Builder's risk insurance for the Improvements.

(D) Automobile insurance for owned, hired and non-hired vehicles.

(E) Upon request, Developer shall provide Farragut with original or duplicate policies or certificates of its insurers evidencing all the insurance required to be obtained by Developer hereunder.

(iii) To the maximum extent permitted by law, Developer shall defend, indemnify and hold Farragut and its officers, managers, employees, agents, property managers, representatives of each of them and the Landowners (collectively, the "Indemnified Parties") harmless from and against any and all damages, losses, fees, costs and expenses, including, but not limited to, reasonable attorney's fees, litigation expenses, and court costs, which they incur arising out of or resulting from any or all of the following: (a) any breach by Developer or any person or entity for whom it is responsible of any of Developer's obligations under Sections 1 and 2 of this Agreement, (b) the performance of or failure to perform the construction of the Road Widening Project or the Roundabout Improvements in the manner required in Sections 1 and 2 of this Agreement, and (c) any acts or omissions of Developer or any person or entity for which it is responsible during the construction of the Improvements resulting in personal injury

or property damage occurring on, or in the vicinity of, the Easement Area or the property of any Landowner. The provisions of the foregoing sentence shall survive the expiration or earlier termination of the Easement for twelve (12) months. It is the intention of the foregoing sentence that Developer shall provide Farragut a 12-month warranty against defects in the construction of the Required Improvements, the Road Widening Project and Roundabout Improvements.

In witness whereof, the parties have caused this instrument to be executed as of the day and year first above written.

TOWN OF FARRAGUT

Ron Williams, Mayor

DEVELOPER:

HOMESTEAD LAND HOLDINGS, LLC

By: _____
Brian Mohny, Managing Member

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **Ron Williams**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of the **Town of Farragut**, the within named bargainor, a Tennessee municipal corporation, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Mayor.

WITNESS my hand, at office, this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

By: _____
Town Attorney

STATE OF TENNESSEE)
COUNTY OF KNOX)

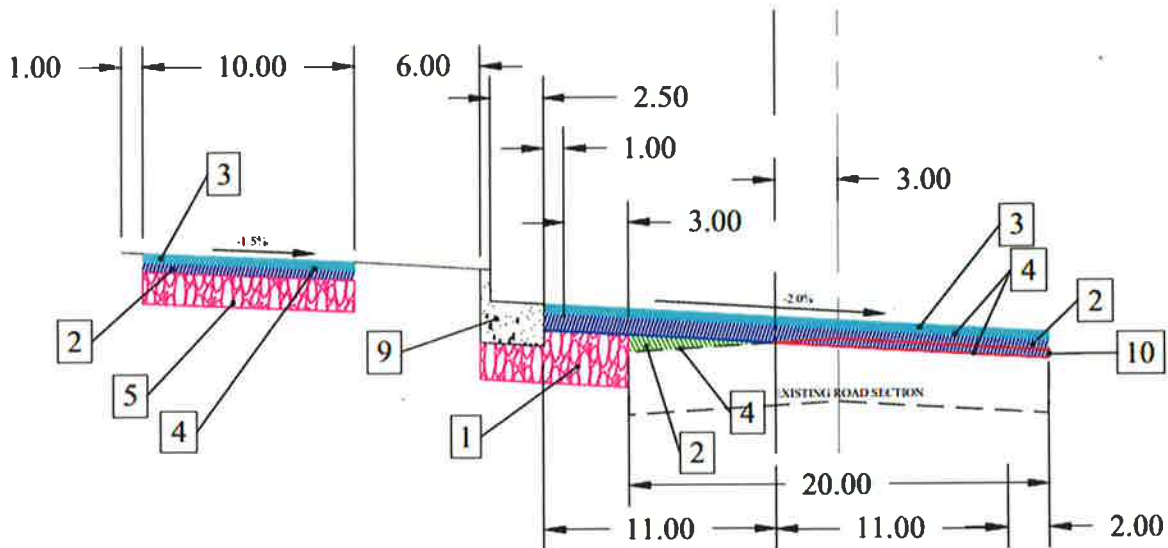
Personally appeared before me, the undersigned authority, in and for said County and State, appeared **Brian Mohnney**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon this oath acknowledged himself to be the Managing Member of **Homestead Land Holdings, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such duly authorized Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as such duly authorized Managing Member.

WITNESS my hand, at office, this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

EXHIBIT A



TOWN OF FARRAGUT FINANCIAL RESPONSIBILITY
 FROM EAST PROPERTY LINE TO WEST PROPERTY LINE OF GROVE PROJECT:
 MILL 1.5", OVERLAY 3.5" BINDER & 1.5" SURFACE
 3' OF FULL DEPTH WIDENING

FROM GROVE WEST PROPERTY LINE TO MCFEE RD:
 FULL IMPROVEMENT SECTION FROM GREENWAY TRAIL TO EXISTING ETW

HOMESTEAD LAND HOLDINGS FINANCIAL RESPONSIBILITY
 ALONG PROJECT FRONTAGE OF BOYD STATION RD:
 BINDER LEVELING WEDGE TO CREATE REVERSE CROWN
 1' FULL SECTION WIDENING, CURB AND GUTTER, GRASS STRIP, GREENWAY TRAIL

PROPOSED PAVEMENT SCHEDULE	
① MINERAL AGGREGATE BASE 303-01 MINERAL AGGREGATE TYPE A BASE, GRADED 10" THICK	
② BITUMINOUS PLANT MIX BASE (HOT MIX) 107-01.08 ASPHALT CONCRETE MIX (PG 66-22) (BPM 18) GRADED 3" 18" THICK (WEIGHTS 395.0 LBS. / SQ. YD.) 2' Under Greenway	
③ ASPHALTIC CONCRETE SURFACE 411-01.13 AC 5 MIX (PG 66-22) GRADED 3" 18" THICK (WEIGHTS 190 LBS. / SQ. YD.)	⑨ VERTICAL CONCRETE CURB & GUTTER 762-01 CONCRETE COMBINED CURB & GUTTER TYPE 6 30" (DOT STD. DIMS. NO. RP-UC-10) 6" CURB = 2.06 CU. YD. PER L.F.
④ TACK COAT 103-02.01 TRACLESS TACK COAT RATE 0.05 - 0.10 GAL. / SQ. YD. (GENERAL USE) RATE 0.08 - 0.12 GAL. / SQ. YD. (COLD PLANT)	⑩ COLD PLANE BITUMINOUS PAVEMENT 1.5" DEPTH 415-01.02 COLD PLANE BITUMINOUS PAVEMENT STUR
⑤ MINERAL AGGREGATE BASE 303-01 MINERAL AGGREGATE TYPE A BASE, GRADED 10" THICK	

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl Smith, PE**SUBJECT:** Approval of Supplement Request No. 1 from WSP USA, Inc. for Additional Services Provided for Advanced Traffic Management System Project

INTRODUCTION: The purpose of this item is the approval of a request for supplemental payment for additional work required of the Town's Construction Engineering and Inspection (CEI) consultant, WSP USA, Inc. for the Town's ATMS project.

BACKGROUND: The Board of Mayor and Aldermen awarded a contract to WSP USA, Inc. in December of 2020 to perform construction engineering and inspection for the Town's ATMS project, with a total fee of \$819,318.

DISCUSSION: The ATMS project has seen numerous delays since construction began in February 2023. Substantial completion was achieved on March 11, a total of 223 days past the original completion date. This necessitated additional time and resources being dedicated to the project from WSP, with an additional fee of \$212,730.26. Approval of this supplement request increases WSP's total fee to \$1,032,048.26.

While the delays for Progression Electric have been unfortunate, their liquidated damages of \$223,000 will cover the Town's additional costs from WSP.

FINANCIAL SECTION:

Project: ATMS Project			
<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$6,810,000	\$212,730.26	\$6,544,160	\$53,109.74
Approved By: <u>Allison Myers</u>			

RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of agreement with Homestead Land Holdings, LLC for Boyd Station Road Improvements.

BOARD ACTION:**MOTION BY:** _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>BURNETTE</u>	<u>WHITE</u>	<u>CAIN</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



WSP USA
216 Centerwood Drive
Suite 300
Nashville, TN 37027

Supplement Request #1

To: The Town of Farragut
From: WSP-USA
Date: 3/26/25
Project Name: Farragut ATMS Phase 1
Project Number: 3090075.001

Subject: Supplement Request for Additional CEI Services

Dear Mr. Smith,

WSP USA respectfully submits Supplement Request #1 for additional Construction Engineering and Inspection (CEI) services associated with the above-referenced project. This request is necessitated by the contractor's schedule timeline extending beyond the originally agreed-upon completion date, requiring WSP to provide continued oversight and inspection services.

Scope of Additional Services:

WSP will provide additional CEI services, including, but not limited to:

- Continued daily field inspections and reporting.

- Oversight of the contractor's activities to ensure compliance with project specifications.

- Documenting Contractor progress and adherence to safety regulations.

- Coordination with the Town of Farragut and other relevant stakeholders.

- Additional administrative and project management efforts required due to the extended schedule.

Reason for Change Order:

The contractor's extended timeline has necessitated continued CEI services beyond the originally contracted duration. To maintain quality control, ensure compliance, and uphold safety standards, WSP must provide extended inspection services.

Proposed Cost Adjustment:

Original Contract Amount: \$819,318.00
Previously Approved Change Orders (if any): \$0
Additional CEI Services Requested: \$212,730.26
Revised Total Contract Amount: \$1,032,048.26



Schedule Impact:

The additional services extend from May 1st, 2024, to December 19th, 2024, aligning with the extended contractor schedule marked by the original projected start of SAT Testing to the actual start of SAT Testing and calculated by the actual cost incurred during this period.

In addition to the dates above, the Contractor exceeded the projected contract end date due to remaining punch list item resolution. This supplement additionally covers CEI services provided from Feb 17th, 2025 to March 11th, 2025.

Authorization:

This approved Change Order will authorize WSP to continue providing CEI services under the adjusted terms. Please review and sign below to authorize the requested modifications.

Authorization Signature:

Town of Farragut Representative: _____

Title: _____

Date: _____

WSP USA Representative:

Name: _____

Title: _____

Date: _____

Please let us know if any additional information or clarification is required. We appreciate your prompt review and approval of this request.

Sincerely,

Carey Lewter, RCDD
Assistant Vice President - TN Business Lead PM/CM
M +1 423-994-8190

