



Farragut Board of Mayor & Aldermen Meeting
Thursday, August 14, 2025 at **6:00 PM**

Farragut Beer Board 5:50 PM.

Farragut Town Hall
11408 Municipal Center Drive

AGENDA

- I. Roll Call, Silent Prayer, Pledge of Allegiance
- II. Approval of Agenda
- III. Approval of Minutes
 - A. July 24, 2025
- IV. Mayor's Report
 - A. Committee Reports
 - 1. Tourism/Visitor Advisory Committee Report
 - 2. Parks & Athletics Council Report
 - 3. Museum Committee Report
 - 4. Farragut Municipal Planning Commission
 - 5. Farragut Education Relations Committee Report
 - B. Proclamation
 - 1. National Wellness Month Proclamation
- V. Ordinances & Resolutions
 - A. Ordinances
 - 1. First Reading
 - a. Approval of Ordinance 25-09, an ordinance to amend the Farragut Municipal

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WWW.TOWNOFFARRAGUT.ORG

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

Code, Chapter 109 – Signs, to clarify when signs may be removed by property owners (Town of Farragut, Applicant)

B. Resolutions

1. Approval of Resolution R-2025-09, Town of Farragut Debt Policy
2. Approval of Resolution R-2025-18, a Resolution to Censure Alderman Alex Cain and Alderman David White for violation of the Tennessee Open Meetings Act

VI. Business Items

- A. Approval of the Frosty 5K 2025 Race
- B. Approval of PJ Parkinson Run for Parkinson's 5K/10K Race
- C. Approval of Change Order #1 Pickleball Complex
- D. Approval of Bids and Award of Contract 2026-11, Concord Road/Loop Road Intersection Improvements
- E. Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Design of Campbell Station Road/Jamestowne Boulevard Intersection Improvements
- F. Approval of Campbell Station Inn Change Order #1
- G. Approval of purchase of a 4-Ton Hotbox Trailer with accessories from Sourcewell Co-op Contract number #080521-KMI
- H. Approval of purchase of Bobcat UW56 (Toolcat) with accessories from Sourcewell Co-op Contract number #020223-CEC.
- I. Approval of Appointment to the Plumbing & Gas/Mechanical Examiners Board
- J. Approval of General Agreement between the Town of Farragut and the Tennessee Department of Transportation for use and occupancy of state highway rights-of-way by utility facilities.

VII. Citizens Forum

VIII. Town Administrator's Report

IX. 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.

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



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

Farragut Town Hall
11408 Municipal Center Drive
Thursday, July 24, 2025 at 6:00 PM

MINUTES

I. Roll Call, Silent Prayer, Pledge of Allegiance

Alderman Burnette Present
Alderman Cain Present
Alderman White Present
Vice-Mayor Meyer Present
Mayor Williams Present

II. Approval of Agenda

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

III. Approval of Minutes

A. July 10, 2025

Motion was made to approve the minutes of July 10, 2025 as presented. Motion was made by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

IV. Mayor's Report

Alderman Cain requested to have an item in the future agenda to discuss.
Alderman Burnette announced that he attended the ribbon cutting at Snooty Patootie and the groundbreaking for Brewsters Ice Cream in the Turkey Creek shopping area.

A. Committee Reports

1. Arts & Beautification Committee Report
2. Board of Zoning Appeals Committee Report
3. Tree Board Committee Report
4. Stormwater Advisory Committee Report
5. Visual Resources Review Board Report

B. Proclamation

1. Parks & Recreation Proclamation

Alderman Burnette presented.

2. Communications & Public Relations Proclamation

Vice-Mayor Meyer presented.

V. Ordinances & Resolutions

A. Ordinances

1. Second Reading & Public Notice

- a. Ordinance 25-12, an Ordinance on Second Reading and Public Hearing, of the Town of Farragut, Tennessee amending the Fiscal Year 2025-2026 ARPA Fund Budget, Passed By Ordinance 25-10

Motion was made to approve Ordinance 25-12 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.

B. Resolutions

1. Approval of Resolution R-2025-17, a resolution to update the Occupational Safety and Health Program Plan for the Town of Farragut

Motion was made to approve Resolution R-2025-17. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; roll call vote: Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

VI. Business Items

A. Approval of purchase of Ventrac Compact Tractor 4520P with accessories from Sourcewell Co-op Contract number 112624-TTC

Motion was made to approve the purchase of a Ventrac Compact Tractor 4520P with accessories from Sourcewell Co-Op Contract number 112624-TTC in the amount of \$39,646.40. Motion was made by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; No nays; motion passed.

B. Approval of purchase of three mowing units from Athens Lawn & Tractor through BuyBoard Contract 703-23

Motion was made to approve the purchase of three mowers from Athens Lawn & Tractor in the amount of \$43,490.45, utilizing BuyBoard Contract #703-23. Motion was made by Alderman White, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; No nays; motion passed.

C. Approval of Contracts with GovSense for Enterprise Resource Planning (ERP) software

Motion was made to approve the contract with GovSense for the Enterprise Resource Planning (ERP) software. Motion was made by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; No nays; motion passed.

VII. Citizens Forum

The following citizens spoke during the citizens' forum:

Greg Wiberley, 12603 Evans Road

Carolyn Wiberley, 12603 Evans Road

Jim Petrone, 12627 Evans Rd

VIII. Town Administrator's Report

David Smoak encouraged all citizens to sign up for agenda and meeting notifications for all Farragut board and committee meetings.

Party in the Park 6-8 PM McFee Park

1st day of school August 7th

IX. Town Attorney's Report

Tom Hale, Town Attorney, sent out an updated memo that discusses sunshine law and how it applies.

Alderman Cain followed up Mr. Hale's report, thanking Mr. Hale for the information.

The meeting adjourned at 6:59 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder



To: Mayor and Board of Aldermen

From: Ron Pinchock,
Tourism Visitor Advisory Committee Chair

Date: August 14, 2025

Subject: Fiscal Year 2025 Activities for TVAC

Introduction

Ron Pinchock – I’ve been on the committee for 3 years and I am the current Chairman.

Meetings

- The committee shall consist of eleven (11) voting members: seven (7) of those voting members shall be composed of the following:
 - One (1) member of BOMA;
 - Two (2) shall represent Farragut’s lodging business;
 - Two (2) shall represent a Farragut attraction;
 - One (1) shall represent a Farragut dining establishment;
 - One (1) shall represent a Farragut sales-tax retail establishment.
 - The remaining four (4) at large voting members will be representatives of our diverse community.

Purpose

- The purpose of the committee is to advise and assist the Town of Farragut, its elected officials, citizens and staff, and serve as an advocate in the Town’s decision-making process for promoting the tourism initiative known as Visit Farragut.
- Committee members will act as ambassadors for the Town and work to identify tourism opportunities which will have a positive economic impact in our community.

History

- In 2017 the Economic Development Advisory Committee (EDAC) expressed a desire to create a Visit Farragut Program modeled after the Visit Knoxville initiative.
- In 2018 a part-time Tourism Coordinator was hired, and a committee charter was created.
- The first Tourism/Visitor Committee meeting was held in January 2019.
- The tourism industry was affected considerably by covid in 2019 and 2020. Since 2021 the tourism industry has rebounded extremely well and is producing big dividends for our town.

FY 24-25 Committee activities

- This year, the TVAC Committee established two subcommittees: an Events Subcommittee and a Marketing Subcommittee. These groups were created to provide more focused support for tourism staff. Both subcommittees plan to meet monthly moving forward.
- One of TVAC's key goals for FY 24-25 was to help launch a new community event. The Events Subcommittee played an active role in planning and volunteering for Chalk the Plaza, which welcomed an estimated 1,000 attendees.
- To support the tourism team's goal of increasing participation at tourism-related events, the Marketing Subcommittee has contributed ideas to expand the reach and effectiveness of our marketing efforts.
- TVAC has worked with the tourism team to develop ideas for the programming and public use of Campbell Station Inn as preparations continue to open the historic site to the public very soon.
- TVAC members have volunteered at every tourism event this year, including the Songwriters Showcase, Chalk the Plaza, and Bluegrass Summer Solstice Concert.

Here are a few goals for FY 26:

- Curate two new outdoor events designed to attract and engage visitors in the Town Center district (Biddle Farms and McGill Plaza), reinforcing the area as a vibrant community gathering space.
- Host the grand opening of the Campbell Station Inn and Welcome Center.
- Implement Phase 1 of the Wayfinding Project, including gateway signage and signs/banners for the Town Center district.

To: Mayor and Board of Aldermen

From: ToF Parks and Athletics Council
Derek Wright, Chair

Date: August 14, 2025

Subject: Fiscal Year 2025 Activities for the Parks and Athletics Council

FY25 Committee Activities:

The Parks and Athletics Council planned and executed a normal year of meetings and Council activity, with a few new operational upgrades involving the sports field rental allocation process.

- For years, the entire Council attended the Allocation meeting and served as a potential jury for groups that have requested the same days and times on the fields. Staff would accept the tentative calendars from the groups then confirm each group in their reserved slots. The entire process was inefficient.

This year, we had Council members in the allocation meetings assisting with slotting teams. We also had staff in each meeting recording the days and times. We had a third team of Council members serving as a jury, which we did not need. The entire process was efficient and to everyone's enjoyment only took 90 minutes.

- Several Town of Farragut fees (Synthetic Rental Fees from \$50 to \$55 and Grass Rental Fees from \$25 to \$30 per hour) were recommended to BOMA for increase.
- The Parade Grand Marshalls were chosen to lead the 2025 Farragut Independence Day Parade. FHS Athletic Director, Donald Dodgen, Head Football Coach, Geoff Courtney, Head Baseball Coach Garrett Courtney, and Head Track and Field Coach, Chelsea Osborne.
- The Council weighed in on the new Pickleball Complex designs. Of course, the Council wanted as many courts as possible and still remain within the budget allocated for the project.
- Finally, the Council participated in obtaining Intercept Surveys for the Parks and Recreation portion of the Farragut Community Survey – conducted in May and June.

We are still formulating our goals for FY26. We look forward to welcoming a few new members, updating the Master Plan, and assisting the Parks and Rec team with their many special events throughout the year.

To: Mayor and Board of Aldermen

From: Museum Committee
Sue-Ann Hansler, Chair

Date: August 14, 2025

Subject: Fiscal Year 2025 Activities for Museum Committee

FY25 Committee Activities:

- The year started with a Committee field trip to the East Tennessee Historical Museum and the We sponsored and participated in ArtFest in September of 2024.
 - Close to 350 people attended the event.
- We participated in Freaky Friday Fright Nite in October of 2024, giving out candy to all of the children in costumes.
- The Committee sponsored and executed a combination Battle of Campbell Station / Veteran's Event in November.
 - Activities included honoring 4 out of 6 branches of our Military.
 - Committee members gave flags of the branch of the military to representatives from each branch (Marines, Army, Navy, Air Force).
 - Committee member Chris read a moving description of the POW/MIA table on display.
 - We then showed the Battle of Campbell Station Video.
 - More than 100 people attended the event.
- The Committee participated in Wreaths Across America. Our team was responsible for laying the wreaths at the Cemetery at the Grigsby Chappel United Methodist Church.
- The Committee sponsored and executed the Day of Infamy Event in December.
 - Docent and friend of the Committee Frank Galbreath spoke about that awful day in 1941 in Honolulu as well as how it shaped our Nation since.
 - Over 50 people attended the event.
- As the winter and spring progressed, the focus of Staff and the Committee was the renovation and re-introducing artifacts into the Museum for an April 21st opening.

- Kristi Vining was hired as the Historic Resources Coordinator. Kristi has been doing a wonderful job in this role.
 - Public Works staff painted, changed ceiling tiles, lights, and polished the stage area. The Museum looks amazing.
 - From the end of March to mid-April, the focus was on the Museum and bringing it back to life. A sub-committee was created to help with the artifact transfer from museum storage to the Museum. Our focus was to make it interesting, elegant, and organized with Gallery 3 being one that we will flip quarterly.
 - The Gift Shop was also loaded up with sales items.
- **We celebrated the Museum's re-opening with an event on Saturday May 31st. Kristi and the Committee scheduled a fun event**
 - There was a Ribbon Cutting at 11:00am where Deputy Mayor Scott Meyer and our Committee officially opened the Museum.
 - Several speakers spoke on different historic topics (Admiral Farragut and the Concord /Farragut Area).
 - A local Girl Scout Troupe read historic poems and helped with the refreshments.
 - More than 100 people attended the event.
- There are so many more accomplishments for the Museum including a new Museum Logo and a new Museum History Booklet and Children's Booklet. Plus our new Museum Parade Float.
 - The Committee is excited for a busy FY26, with a the History Hour speaker series, some fun events and of course our staple events that we do each year.

Planning Commission Report Information

2024-2025 Fiscal Year (July 2024 thru June 2025)

Introduction

Ron Pinchok – I've been on the MPC for two years and I am the current Chairman.

Meetings

The Planning Commission is required by State Law. The commission includes nine (9) voting members (The Mayor, One additional member of the BOMA and 7 additional members appointed by the Mayor), one (1) non-voting youth representative, and it meets on the third (3rd) Thursday of each month.

The commission held eleven (11) regular meetings during the fiscal year. The meeting in January was canceled due to the weather.

Purpose

The commission's purpose is to make recommendations regarding rezoning and ordinance text amendments to the Board of Mayor and Alderman. The commission also reviews subdivision plats, site plans, major road plan revisions, and other related development plans.

Agenda Items

During the past year the Commission reviewed the following:

Utility Projects

- Seven different projects (two of the largest were KUB gas line upgrades in the Village Green Subdivision and a new FUD water tank adjacent to the existing tank off Brochart Boulevard)

Site Plans

- 13 site plans were approved involving a variety of projects including a new hotel on Outlet Drive, expansion to the Costco fuel center, a new Bruster's Ice Cream shop, and a new Express Oil/Tire Engineers project

Plats

- 11 plats with 78 new houselots and road improvements related to a new school off Boring Road, a new development off Outlet Drive, and Boyd Station Road

Rezoning

- Three rezoning requests were reviewed and approved involving the development of a Bruster's Ice Cream shop and to convert the Summit View Nursing Home into independent living for seniors

Future Land Use Map (FLUM) Amendments

- Made numerous updates to the FLUM to reflect how those areas were actually developed and being used

Text Amendments

- Provided a second dwelling unit under certain circumstances in the R-1 Zoning District
- PCD District for auto oriented uses to not have to be internal to a development outside of the MUTC
- Fences for kennels and their setbacks

Other Projects

- Approved the MUTC Vision Plan
- Reviewed three access variance requests
- Approved new traffic signal at Loop and Concord Road

Goals for Coming Year

- Provide guidance and input on updates to the CLUP with a focus on transportation
- Assist the staff with work program items that involve Planning Commission input
- Assist the staff in providing guidance on plans, plats, amendments, and other agenda items that may be presented to the Planning Commission

Education Relations Committee Annual Report (2024–2025)

The Farragut Education Relations Committee (ERC) held six meetings throughout the 2024–2025 academic year, with consistent participation from representatives across Farragut schools and the Town of Farragut. Early in the year, the committee re-elected Beth Duncan as Chair, Alderman Alex Cain as Vice Chair, and Betsy Swartzentruber as Secretary. In June, three new student representatives from Farragut High School—Rebecca Pack, Maila Sarrat, and Frank Yang—were appointed. The committee also confirmed its meeting schedule for the 2025–2026 academic year, which includes six sessions beginning in September 2025.

School liaison updates showcased vibrant community engagement and academic achievements across campuses. Highlights included Farragut Intermediate School’s successful Family Fun Night, which raised over \$21,000, and Farragut Primary School’s Fun Run, exceeding its \$5,000 goal by raising \$8,300. St. John Neumann Catholic School hosted its second annual STAR-EX STEAM camp and saw several students earn awards at the Southern Appalachian Science and Engineering Fair. Farragut High School remained active with events like the annual STEM Day, DECA national recognitions, and significant fundraising efforts by the FHS Foundation to improve portable classroom conditions.

Committee members and student representatives were also involved in initiatives connecting schools to the broader community. FHS ambassadors collaborated with younger schools and participated in retreats and service projects, while several schools organized events supporting charitable causes such as Catholic Charities, the FISH Pantry, and local disaster relief efforts. The Town of Farragut supported these efforts and is reviewing how the ERC might assist with programs such as the 865 Academy, volunteer hour coordination, and stormwater management education.

As the ERC looks toward the upcoming year, priorities include strengthening inter-school collaboration, filling current adult representative vacancies, and expanding the committee’s role in civic education and community programming. The committee closed the year with recognition of its graduating student members—Abby Doyle, Sophie Lu, and Davis Baxter—for their contributions. The next meeting is scheduled for September 11, 2025, at Farragut Town Hall.

Beth Duncan



Town of Farragut

PROCLAMATION

National Wellness Month

WHEREAS, the physical and mental health of all people is a critical component of the community's overall wellbeing and success; and

WHEREAS, National Wellness Month is observed every August to inspire individuals to focus on self-care, stress management, healthy habits, and creating positive routines; and

WHEREAS, wellness encompasses not only physical health, but also mental, emotional, spiritual, social, and environmental wellbeing; and

WHEREAS, promoting wellness can lead to increased productivity, improved morale, and reduced healthcare costs, benefiting individuals, families, workplaces, and the broader community

WHEREAS, the Community Health Council (CHC) serves the City of Knoxville, Knox County, and the Town of Farragut and is comprised of community partners, volunteers, and organizations in Knox County;

WHEREAS, the Community Health Council is celebrating this month with a FREE Family Fun Night at the MUSE (Children's Creativity Museum) August 22, 2025, from 5 pm to 7 pm;

WHEREAS, the Town of Farragut recognizes the importance of prioritizing wellness for our residents, employees, and businesses, and supports initiatives that promote healthier lifestyles;

NOW, THEREFORE, the Board of Mayor and Aldermen of the Town of Farragut, do hereby proclaim August 2025 as:

National Wellness Month

in the Town of Farragut and encourage all residents to make wellness a priority in their daily lives by taking proactive steps toward better health and wellbeing.

Signed this 14th Day of August 2025

Ron Williams, Mayor

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Mark Shipley, Community Development Director

Subject: Approval of Ordinance 25-09, an ordinance to amend the Farragut Municipal Code, Chapter 109 – Signs, to clarify when signs may be removed by property owners (Town of Farragut, Applicant)

Introduction & Background: This agenda item was requested by Alderman White to help clarify when signs may be removed by a property owner.

Discussion & Recommendations: An initial draft of the language included in Ordinance 25-09 was prepared by the Town Attorney. Town of Farragut staff members made additional modifications to the ordinance. These were also reviewed and approved by the Town Attorney. At their meeting on July 17, 2025, the Planning Commission unanimously recommended approval of Ordinance 25-09 to the Board of Mayor and Aldermen. Most notably, Ordinance 25-09 establishes definitions of public right-of-way for purposes of sign location and removal. These updates add consistency and clarity to this aspect of sign enforcement. Included in the packet is a clean copy of Ordinance 25-09 and a copy that shows where the changes have been made.

Recommended By: Mark Shipley, Community Development Director

Proposed Motion: To approve Ordinance 25-09 on first reading.

RESOLUTION PC-25-03

FARRAGUT MUNICIPAL PLANNING COMMISSION

**A RESOLUTION TO APPROVE AN AMENDMENT TO THE TOWN OF FARRAGUT
SIGN ORDINANCE PURSUANT TO AUTHORITY GRANTED BY SECTION 6-2-201,
TENNESSEE CODE ANNOTATED**

WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

WHEREAS, the Farragut Municipal Planning Commission and/or the Farragut Board of Mayor and Aldermen has adopted various regulatory measures to more fully implement said general plan; and

WHEREAS, the Town of Farragut long considered the regulation of signs an important part of its planning and supporting regulatory program; and

WHEREAS, a public hearing was held on this request on July 17, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of Ordinance 25-09, an ordinance to amend the Farragut Municipal Code, Chapter 109 -Signs, to clarify when signs may be removed by property owners.

ADOPTED this 17th day of July 2025.

Ron Pinchok, Chairman

Shannon Preston, Secretary

ORDINANCE:	25-09
PREPARED BY:	Shipley
REQUESTED BY:	Town of Farragut
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, CHAPTER 109-SIGNS, TO CLARIFY WHEN SIGNS MAY BE REMOVED BY PROPERTY OWNERS.

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Chapter 109-Signs, to clarify when signs may be removed by property owners.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended as follows:

SECTION 1.

The Farragut Municipal Code, Chapter 109-Signs, Section 109-8., Enforcement., Subsection (a), is hereby amended as follows:

Sec. 109-8. Enforcement.

- (a) *Sign enforcement process.* Noncompliance with this chapter shall be deemed a violation. When the sign administrator finds violations of the provisions of this chapter; including but not limited to the installation of a sign without a permit, or a sign that does not conform with an approved permit and plan, or when a sign has been placed on property without the consent of the owner; the administrator shall document such findings and take the appropriate action to correct said violations. A citation to municipal court may be issued to the owner or the occupant, their agent, or employee for violations of this chapter. Notwithstanding any provisions of this sign ordinance, nothing herein shall prohibit the owner of land, public or private, where a sign has been placed, from removing such sign from the owner's property, including the Town of Farragut when a sign is placed in its right-of-way. For purposes of this ordinance, the right of way shall be deemed to extend from 12 feet from the back of street curb or the outer edge of the street pavement where curbing does not exist. Appropriate action by the Town Administrator includes the removal of signs in road rights-of-ways and on other Town property when placed there without property owner consent or authorization.

SECTION 2.

The Farragut Municipal Code, Chapter 109-Signs, Section 109-11., General restrictions., Subsection (a) (2) b., is hereby amended as follows:

Sec. 109-11. General restrictions.

(a) All signs erected, replaced, reconstructed, expanded, or relocated on any property within the town shall conform with the provisions of this section.

(2) *Prohibited signs.* The following types of signs are prohibited within the town:

- a. Abandoned or dilapidated signs, which shall be removed by the property owner or responsible entity;
- b. Any sign placed on public property or right-of-way without the written consent of the public authority having jurisdiction over the property or any sign placed on private property without the consent of the owner of the property;

SECTION 3.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2025,
with approval recommended.

Ron Pinchok, Chairman

Shannon Preston, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

ORDINANCE:	25-09
PREPARED BY:	Shipley
REQUESTED BY:	Town of Farragut
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

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SECTION 3.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2025, with approval recommended.

Ron Pinchok, Chairman

Shannon Preston, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Approval of Resolution R-2025-09, Town of Farragut Debt Policy

**Introduction &
Background:**

The purpose of this agenda item is to approve the updated Town of Farragut Debt Policy.

**Discussion &
Recommendations:**

Below outlines the primary updates made to the Town of Farragut's Debt Policy for 2025. These updates reflect compliance with state requirements, clarification of financial practices, and incorporation of updated terminology and procedures. Key revisions include:

1. Terminology Updates:

- Updated "capital leases" terminology to "financing leases," in accordance with the **Uniformity in Local Government Lease Financing Act of 2021** (TCA 9-24-101).

2. Expanded Transparency Requirements:

- Strengthened language related to public notice, cost disclosure, and debt schedules to enhance clarity for stakeholders.
- Emphasized the requirement for public disclosure of all terms, costs, and repayment schedules before debt issuance.

3. Clarifications on Debt Role and Limitations:

- Reinforced that long-term debt is to be used only for capital purchases or construction, not operational expenses.
- Clarified repayment timelines for operating expenses

and set maturity limits (not exceeding 30 years, with exceptions for federally sponsored loans).

4. Debt Ratio and Limit Metrics:

- Added specific financial metrics and thresholds for debt, including per capita ratios, fund balance requirements, and debt service limits.
- Required that all limitations be reviewed before new debt is issued and that the Finance Director regularly report outstanding obligations.

5. Policy on Variable Rate Debt:

- Detailed new provisions for budgeting and managing risks associated with variable rate debt, including prepayment terms, insurance or credit failures, and compliance with arbitrage regulations.

6. Stance on Derivatives:

- Explicitly stated that the Town will not use derivatives or exotic financial instruments without a formal policy amendment and detailed analysis.

7. Refinancing Standards:

- Outlined criteria for refunding outstanding debt, including financial justifications and restrictions on extending maturities, while requiring compliance with Comptroller review.

8. Professional Services Disclosures:

- Introduced clear requirements for legal and financial advisors, underwriters, and other service providers to disclose all compensation, roles, and potential conflicts of interest.

9. Conflict of Interest and Disclosure:

- Added a requirement that all professionals involved in debt transactions disclose any relevant business or client relationships to prevent conflicts.

10. Annual Review and Compliance:

- Policy must be reviewed annually in conjunction with the budget process, with the Finance Director responsible for enforcement and compliance.

These updates ensure the policy remains current with state law, best practices, and evolving municipal financial strategies.

Recommended By: Allison Myers, Finance Director/Town Recorder for approval.

Proposed Motion: To approve Resolution R-2025-09, Town of Farragut Debt Policy.

TOWN OF FARRAGUT

RESOLUTION R-2025-09

Debt Management Policy

WHEREAS, the Tennessee State Funding Board adopted a statement on debt management directing governmental entities in Tennessee adopt their own debt management policies, and

WHEREAS, the goal of this policy is to assist decision makers in planning, issuing, and managing debt obligations by providing clear directions as to the steps, substance and outcomes desired; and

NOW THEREFORE BE IT RESOLVED THAT the Town of Farragut hereby adopts the following policy:

Town of Farragut, TN Debt Policy

The purpose of this debt policy is to establish a set of parameters by which debt obligations will be undertaken by the Town of Farragut, TN. This policy reinforces the commitment of the Town and its officials to manage the financial affairs of the Town so as to minimize risk, avoid conflicts of interest and ensure transparency while still meeting the capital needs of the Town. A philosophy of avoiding debt of any kind is the Town's primary policy. However, having a written debt management policy, if having debt becomes necessary, signals to the public and the rating agencies that the Town is using a disciplined and defined approach to financing capital needs and fulfills the requirements of the State of Tennessee regarding the adoption of a debt management policy.

The goal of this policy is to assist decision makers in planning, issuing and managing debt obligations by providing clear direction as to the steps, substance and outcomes desired. In addition, greater stability over the long-term will be generated by the use of consistent guidelines in issuing debt.

Definition of Debt: All obligations of the Town to repay, with or without interest, in installments and/or at a later date, some amount of money utilized for the purchase, construction, or operation of Town resources. This includes but is not limited to notes, bond issues, financing leases (formerly called capital leases), and loans of any type (whether from an outside source such as a bank or from another internal fund).

Approval of Debt: Bond anticipation notes, capital outlay notes, grant anticipation notes, and tax and revenue anticipation notes (including and interfund loans) and certain non-exempt financing leases will be submitted to the State of Tennessee

Comptroller's Division of Local Government Finance and the Board of Mayor and Aldermen prior to adoption of the authorized resolution for capital outlay notes and prior to issuance or entering into all other notes. A plan for refunding debt issues will also be submitted to the Comptroller's Office prior to adoption of the authorizing resolution by the governing body and issuance.

Transparency:

- The Town shall comply with legal requirements for notice and for public meetings related to debt issuance.
- All notices shall be posted in the customary and required posting locations, including local newspapers, bulletin boards, and websites as required.
- All costs (including principal, interest, issuance, continuing, and one-time) shall be clearly presented and disclosed to the citizens, Board of Mayor and Aldermen, and other stakeholders in a timely manner.
- The terms and life of each debt issue shall be clearly presented and disclosed to the citizens/members, Board of Mayor and Aldermen, and other stakeholders in a timely manner.
- A debt service schedule outlining the rate of retirement for the principal amount shall be clearly presented and disclosed to the citizens/members, Board of Mayor and Aldermen, and other stakeholders in a timely manner.

Role of Debt:

- Long-term debt shall not be used to finance current operations. Long-term debt may be used for capital purchases or construction identified through the capital improvement plan, regional development, transportation, or master process or plan. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the Town will minimize the use of short-term cash flow borrowings by maintaining adequate working capital for enterprise funds, available cash for governmental funds, and close budget management.
- In accordance with Generally Accepted Accounting Principles and state law,
 1. The maturity of the underlying debt will not be more than the useful life of the assets purchased or built with the debt, not to exceed 30 years; however, an exception may be made with respect to federally sponsored loans, provided such an exception is consistent with law and accepted practices.
 2. Debt issued for operating expenses must be repaid within the same fiscal year of issuance or incurrence.

Types and Limits of Debt:

- The Town will seek to limit total outstanding debt obligations to the following schedule, excluding overlapping debt, enterprise debt, and revenue debt.

Ratio	Value
General Fund Balance Requirement	30%
Average Life of Total Debt	≤10 Years
Percentage of Principle Paid within 10 years	≥60%
Per Capita Debt/Per Capita Income	≤4%
Debt Service/General Fund Operating Expense	≤12%

- The limitation on total outstanding debt must be reviewed prior to the issuance of any new debt.
- The Town's total outstanding debt obligation will be monitored and reported to the Board of Mayor and Aldermen by the Finance Director. The Finance Director shall monitor the maturities and terms and conditions of all obligations to ensure compliance. The Finance Director shall also report to the Board of Mayor and Aldermen any matter that adversely affects the credit or financial integrity of the Town.
- The Town has issued General Obligation Capital Outlay Notes in the past and is authorized to issue General Obligation bonds, Revenue bonds, TIFs, loans, notes, financing leases, and other debt allowed by law.
- The Town will seek to structure debt with level or declining debt service payments over the life of each individual bond issue, loan or other debt obligation.
- As a rule, the Town will not backload, use "wrap-around" techniques, balloon payments or other exotic or unconventional formats to pursue the financing of projects. When refunding opportunities, natural disasters, other non-general fund revenues, or other external factors occur, the Town may utilize non-level debt methods. However, the use of such methods shall be discussed in a public meeting, and the Board of Mayor and Aldermen may determine such use is justified and in the best interest of the Town, provided it is submitted to the Comptroller's Office for approval prior to issuing debt.
- The Town may use financing leases (formerly called capital leases) to finance projects. The Town will follow the guidance established by the Comptroller of the Treasury, Division of Local Government Finance when assessing potential financing leases. This guidance is pursuant to TCA 9-24-101 "Uniformity in Local Government Lease Financing Act of 2021" and the Division of Local Government Finance's Debt Manual.

Bonds backed with a general obligations pledge often have lower interest rates than revenue bonds. The Town may use its General Obligation pledge with revenue bond

issues when the populations served by the revenue bond projects overlap or are substantially the same as the property tax base of the Town. The Board of Mayor and Aldermen and management are committed to maintaining rates and fee structures of revenue supported debt at levels that will not require a subsidy from the Town's General Fund.

- Use of Variable Rate Debt:
- The Town recognizes the value of variable rate debt obligations and that cities have greatly benefitted from the use of variable rate debt in the financing of needed infrastructure and capital improvements.
- However, the Town also recognizes there are inherent risks associated with the use of variable rate debt and will implement steps to mitigate these risks; including:
 1. The Town will annually include in its budget an interest rate assumption for any outstanding variable rate debt that takes market fluctuations affecting the rate of interest into consideration.
 2. Prior to entering into any variable rate debt obligation that is backed by insurance and secured by a liquidity provider, the Board of Mayor and Aldermen shall be informed of the potential affect on rates as well as any additional costs that might be incurred should the insurance fail.
 3. Prior to entering into any variable rate debt obligation that is backed by a letter of credit provider, the Board of Mayor and Aldermen shall be informed of the potential affect on rates as well as any additional costs that might be incurred should the letter of credit fail.
 4. Prior to entering into any variable rate debt obligation, the Board of Mayor and Aldermen will be informed of any terms, conditions, fees, or other costs associated with the prepayment of variable rate debt obligations.
 5. The Town shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any variable rate debt obligation.

Use of Derivatives:

- The Town chooses not to use derivative or other exotic or unconventional financial structures in the management of the Town's debt portfolio.
- Prior to any reversal of this provision:
 1. A written management report outlining the potential benefits and consequences of utilizing these structures must be submitted to the Board of Mayor and Aldermen; and
 2. The Board of Mayor and Aldermen must adopt a specific amendment to this policy concerning the use of derivatives or interest rate agreements that complies with the State Funding Board Guidelines.

Costs of Debt:

- All costs associated with the initial issuance or incurrence of debt, management and repayment of debt (including interest, principal, and fees or charges) shall be disclosed prior to action by the Board of Mayor and Aldermen in accordance with the notice requirements stated above.
- In cases of variable interest or non-specified costs, detailed explanation of the assumptions shall be provided along with the complete estimate of total costs anticipated to be incurred as part of the debt issue.
- Costs related to the repayment of debt, including liabilities for future years, shall be provided in context of the annual budgets from which such payments will be funded (i.e. General Obligations bonds in context of the General Fund, Revenue bonds in context of the dedicated revenue stream and related expenditures, loans and notes).

Refinancing Outstanding Debt:

- The Town will refund debt when it is in the best financial interest of the Town to do so, and the Finance Director shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The Comptroller's Office must review the refunding plan prior to the decision being approved by the Board of Mayor and Aldermen, , and all plans for current or advance refunding (no longer tax-exempt) of debt must be in compliance with state laws and regulations.
- The Finance Director will consider the following issues when analyzing possible refunding opportunities:
 1. Onerous Restrictions – Debt may be refinanced to eliminate onerous or restrictive covenants contained in existing debt documents, or to take advantage of changing financial conditions or interest rates.
 2. Restructuring for Economic Purposes – The Town will refund debt when it is in the best financial interest of the Town to do so. Such refunding may include restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, or to release reserve funds. Current refunding opportunities may be considered by the Finance Director if the refunding generates positive present value savings of at least 4%.
 3. Term of Refunding Issues – The Town will refund bonds within the term of the originally issued debt. However, the Finance Director may consider maturity extension when necessary to achieve the desired outcome, provided such extension is legally permissible. The Finance Director may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.

4. Escrow Structuring – The Town shall utilize the least costly securities available in structuring refunding escrows. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the Town from its own account.
5. Arbitrage – The Town shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any refunding.

Professional Services:

The Town shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the Town and the lender or conduit issuer, if any. This includes “soft” costs or compensations in lieu of direct payments.

- **Counsel:** **The Town shall enter into an engagement letter agreement with each lawyer or law firm representing the Town in a debt transaction.** *(No engagement letter is required for any lawyer who is an employee of the Town or lawyer or law firm which is under a general appointment or contract to serve as counsel to the Town. The Town does not need an engagement letter with counsel not representing the Town, such as underwriters’ counsel.)*
- **Financial Advisor:** (If the Town chooses to hire financial advisors) **The Town shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. Ongoing relationships with a financial advisor should be reviewed every three years.**
 - Whether in a competitive sale or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance or broker any other debt transactions for the Town
- **Underwriter:** (If there is an underwriter) The Town shall require the Underwriter to clearly identify itself in writing (e.g., in response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the Town with respect to that issue. The Underwriter must clarify its primary role as a purchaser of securities in an arm’s-length commercial transaction and that it has financial and other interests that differ from those of the Town. The Underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the Board of Mayor and Aldermen in advance of the pricing of the debt.

Conflicts:

- Professionals involved in a debt transaction hired or compensated by the Town shall be required to disclose to the Town existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, liquidity or credit enhancement provider, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the Town to appreciate the significance of the relationships.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform, are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

Review of Policy:

This policy shall be reviewed at least annually by the Board of Mayor and Aldermen with the approval of the annual budget. Any amendments shall be considered and approved in the same process as the initial adoption of this Policy, with opportunity for public input.

Compliance:

The Finance Director is responsible for ensuring compliance with this policy.

TCA References:

TCA 7-57-901 thru 911 – Contracts, Leases, and Lease Purchase Agreements
TCA 9, Part 21 – Local Government Public Obligations Law
TCA 9-24-101 – Uniformity in Local Government Lease Financing Act of 2021
Government Finance Officers Associations (GFOA)

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 14th day of August 2025.

Ron Williams, Mayor

Allison Myers, Town Recorder

TOWN OF FARRAGUT

RESOLUTION R-2025-09

Debt Management Policy

WHEREAS, the Tennessee State Funding Board adopted a statement on debt management directing governmental entities in Tennessee adopt their own debt management policies, and

WHEREAS, the goal of this policy is to assist decision makers in planning, issuing, and managing debt obligations by providing clear directions as to the steps, substance and outcomes desired; and

NOW THEREFORE BE IT RESOLVED THAT the Town of Farragut hereby adopts the following policy:

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Approval of Debt: Bond anticipation notes, capital outlay notes, grant anticipation notes, and tax and revenue anticipation notes (including and interfund loans) and certain non-exempt financing leases will be submitted to the State of Tennessee

Comptroller's Office-Division of Local Government Finance and the Board of Mayor and Aldermen prior to adoption of the authorized resolution for capital outlay notes and prior to issuance or entering into ~~the obligation all other notes~~. A plan for refunding debt issues will also be submitted to the Comptroller's Office prior to adoption of the authorizing resolution by the governing body and issuance. ~~Capital or equipment leases may be entered into by the Board of Mayor and Aldermen; however, details on the lease agreement will be forwarded to the Comptroller's Office on the specified form within 45 days.~~

Transparency:

- The Town shall comply with legal requirements for notice and for public meetings related to debt issuance.
- All notices shall be posted in the customary and required posting locations, including as required local newspapers, bulletin boards, and websites.
- All costs (including principal, interest, issuance, continuing, and one-time) shall be clearly presented and disclosed to the citizens, Board of Mayor and Aldermen, and other stakeholders in a timely manner.
- The terms and life of each debt issue shall be clearly presented and disclosed to the citizens/members, Board of Mayor and Aldermen, and other stakeholders in a timely manner.
- A debt service schedule outlining the rate of retirement for the principal amount shall be clearly presented and disclosed to the citizens/members, Board of Mayor and Aldermen, and other stakeholders in a timely manner.

Role of Debt:

- Long-term debt shall not be used to finance current operations. Long-term debt may be used for capital purchases or construction identified through the capital improvement, regional development, transportation, or master process or plan. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the Town will minimize the use of short-term cash flow borrowings by maintaining adequate working capital for enterprise funds, available cash for governmental funds, and close budget management.
- In accordance with Generally Accepted Accounting Principles and state law,
 1. The maturity of the underlying debt will not be more than the useful life of the assets purchased or built with the debt, not to exceed 30 years; however, an exception may be made with respect to federally sponsored loans, provided such an exception is consistent with law and accepted practices.
 2. Debt issued for operating expenses must be repaid within the same fiscal year of issuance or incurrence.

Types and Limits of Debt:

- The Town will seek to limit total outstanding debt obligations to the following schedule, excluding overlapping debt, enterprise debt, and revenue debt.

Ratio	Value
General Fund Balance Requirement	30%
Average Life of Total Debt	≤10 Years
Percentage of Principle Paid within 10 years	≥60%
Per Capita Debt/Per Capita Income	≤4%
Debt Service/General Fund Operating Expense	≤12%

- The limitation on total outstanding debt must be reviewed prior to the issuance of any new debt.
- The Town's total outstanding debt obligation will be monitored and reported to the Board of Mayor and Aldermen by the ~~Town Recorder~~ Finance Director. The ~~Town Recorder~~ Finance Director shall monitor the maturities and terms and conditions of all obligations to ensure compliance. The ~~Town Recorder~~ Finance Director shall also report to the Board of Mayor and Aldermen any matter that adversely affects the credit or financial integrity of the Town.
- The Town has issued General Obligation Capital Outlay Notes in the past and is authorized to issue General Obligation bonds, Revenue bonds, TIFs, loans, notes, financing leases, and other debt allowed by law.
- The Town will seek to structure debt with level or declining debt service payments over the life of each individual bond issue, ~~or~~ loan or other debt obligation.
- As a rule, the Town will not backload, use "wrap-around" techniques, balloon payments or other exotic or unconventional formats to pursue the financing of projects. When refunding opportunities, natural disasters, other non-general fund revenues, or other external factors occur, the Town may utilize non-level debt methods. However, the use of such methods ~~must~~ shall be thoroughly discussed in a public meeting and the ~~mayer and governing body~~ Board of Mayor and Aldermen ~~must~~ may determine such use is justified and in the best interest of the Town, provided it is submitted to the Comptroller's Office for approval prior to issuing debt.
- The Town may use financing leases (formerly called capital leases) to finance ~~short-term~~ projects. The Town will follow the guidance established by the Comptroller of the Treasury, Division of Local Government Finance when assessing potential financing leases. This guidance is pursuant to TCA 9-24-101 "Uniformity in Local Government Lease Financing Act of 2021" and the Division of Local Government Finance's Debt Manual.
- Bonds backed with a general obligations pledge often have lower interest rates than revenue bonds. The Town may use its General Obligation pledge

with revenue bond issues when the populations served by the revenue bond projects overlap or are substantially the same as the property tax base of the City/Town. The City/Council Board of Mayor and Aldermen and management are committed to maintaining rates and fee structures of revenue supported debt at levels that will not require a subsidy from the City's/Town's General Fund.

- Use of Variable Rate Debt:

- The Town recognizes the value of variable rate debt obligations and that cities have greatly benefitted from the use of variable rate debt in the financing of needed infrastructure and capital improvements.
- However, the Town also recognizes there are inherent risks associated with the use of variable rate debt and will implement steps to mitigate these risks; including:
 1. The Town will annually include in its budget an interest rate assumption for any outstanding variable rate debt that takes market fluctuations affecting the rate of interest into consideration.
 2. Prior to entering into any variable rate debt obligation that is backed by insurance and secured by a liquidity provider, the Board of Mayor and Aldermen shall be informed of the potential affect on rates as well as any additional costs that might be incurred should the insurance fail.
 3. Prior to entering into any variable rate debt obligation that is backed by a letter of credit provider, the Board of Mayor and Aldermen shall be informed of the potential affect on rates as well as any additional costs that might be incurred should the letter of credit fail.
 4. Prior to entering into any variable rate debt obligation, the Board of Mayor and Aldermen will be informed of any terms, conditions, fees, or other costs associated with the prepayment of variable rate debt obligations.
 5. The Town shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any variable rate debt obligation.

Use of Derivatives:

- The Town chooses not to use derivative or other exotic or unconventional financial structures in the management of the Town's debt portfolio.
- Prior to any reversal of this provision:
 1. A written management report outlining the potential benefits and consequences of utilizing these structures must be submitted to the Board of Mayor and Aldermen; and

2. The Board of Mayor and Aldermen must adopt a specific amendment to this policy concerning the use of derivatives or interest rate agreements that complies with the State Funding Board Guidelines.

Costs of Debt:

- All costs associated with the initial issuance or incurrence of debt, management and repayment of debt (including interest, principal, and fees or charges) shall be disclosed prior to action by the Board of Mayor and Aldermen in accordance with the notice requirements stated above.
- In cases of variable interest or non-specified costs, detailed explanation of the assumptions shall be provided along with the complete estimate of total costs anticipated to be incurred as part of the debt issue.
- Costs related to the repayment of debt, including liabilities for future years, shall be provided in context of the annual budgets from which such payments will be funded (i.e. General Obligations bonds in context of the General Fund, Revenue bonds in context of the dedicated revenue stream and related expenditures, loans and notes).

Refinancing Outstanding Debt:

- The Town will refund debt when it is in the best financial interest of the Town to do so, and the ~~Town Administrator~~ Finance Director shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The Comptroller's Office must review the refunding plan prior to the decision being approved by the governing body Board of Mayor and Aldermen, The decision to refinance must be explicitly approved by the governing body, and all plans for current or advance refunding (no longer tax-exempt) of debt must be in compliance with state laws and regulations.
- The ~~Town Administrator~~ Finance Director will consider the following issues when analyzing possible refunding opportunities:
 1. Onerous Restrictions – Debt may be refinanced to eliminate onerous or restrictive covenants contained in existing debt documents, or to take advantage of changing financial conditions or interest rates.
 2. Restructuring for Economic Purposes – The Town will refund debt when it is in the best financial interest of the Town to do so. Such refunding may include restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, or to release reserve funds. Current refunding opportunities may be considered by the ~~Town Administrator~~ Finance Director if the refunding generates positive present value savings of at least 4%.

3. Term of Refunding Issues – The Town will refund bonds within the term of the originally issued debt. However, the [Town Administrator Finance Director](#) may consider maturity extension, when necessary to achieve a desired outcome, provided such extension is legally permissible. The [Town Administrator Finance Director](#) may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.
4. Escrow Structuring – The Town shall utilize the least costly securities available in structuring refunding escrows. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the Town from its own account.
5. Arbitrage – The Town shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any refunding.

Professional Services:

The Town shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the Town and the lender or conduit issuer, if any. This includes “soft” costs or compensations in lieu of direct payments.

- **Counsel:** The Town shall enter into an engagement letter agreement with each lawyer or law firm representing the Town in a debt transaction. *(No engagement letter is required for any lawyer who is an employee of the Town or lawyer or law firm which is under a general appointment or contract to serve as counsel to the Town. The Town does not need an engagement letter with counsel not representing the Town, such as underwriters’ counsel.)*
- **Financial Advisor:** (If the Town chooses to hire financial advisors) **The Town shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. Ongoing relationships with a financial advisor should be reviewed every three years.**
 - Whether in a competitive sale or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance or broker any other debt transactions for the Town
- **Underwriter:** (If there is an underwriter) The Town shall require the Underwriter to clearly identify itself in writing (e.g., in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the Town with respect to that issue. The Underwriter must clarify its primary role as a purchaser of securities in an arm’s-length commercial transaction and that it has

financial and other interests that differ from those of the Entity Town. The Underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the Board of Mayor and Aldermen in advance of the pricing of the debt.

Conflicts:

- Professionals involved in a debt transaction hired or compensated by the Town shall be required to disclose to the Town existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, liquidity or credit enhancement provider, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the Town to appreciate the significance of the relationships.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

Review of Policy:

This policy shall be reviewed at least annually by the Board of Mayor and Aldermen with the approval of the annual budget. Any amendments shall be considered and approved in the same process as the initial adoption of this Policy, with opportunity for public input.

Compliance:

The ~~Town Recorder~~Finance Director is responsible for ensuring compliance with this policy.

TCA References:

TCA 7-57-901 thru 911 – Contracts, Leases, and Lease Purchase Agreements
TCA 9, Part 21 – Local Government Public Obligations Law
TCA 9-24-101 – Uniformity in Local Government Lease Financing Act of 2021
Government Finance Officers Associations (GFOA)



TOWN OF FARRAGUT, BOARD OF MAYOR AND ALDERMEN

RESOLUTION NO. R-2025-18

A RESOLUTION TO CENSURE ALDERMAN ALEX CAIN AND ALDERMAN DAVID WHITE FOR VIOLATION OF THE TENNESSEE OPEN MEETINGS ACT

WHEREAS, the Tennessee Open Meetings Act (T.C.A. § 8-44-101 et seq.), also known as the Sunshine Law, requires that all meetings of governing bodies be open to the public and prohibits secret deliberations among public officials; and

WHEREAS, elected officials of the Town of Farragut, including Aldermen, have sworn oaths to uphold the laws of the State of Tennessee and to serve the public in a transparent and accountable manner; and

WHEREAS, as a governmental entity the Town of Farragut adopts, and strives to apply its ordinances and regulations in an even handed manner to its citizens who are in violation of those ordinance and regulations; and

WHEREAS, as members of the chief legislative body of the Town of Farragut, it is important to it's mission and to promote the rule of law that those elected officials conduct themselves in accordance with the same standard that it expects of its citizens; and

WHEREAS, when it becomes clearly apparent that a member of this chief legislative body, when acting in his or her official capacity, has not met the standard to which its citizens are held, as an example to its citizens it is essential for this body to acknowledge and censure such shortcomings; and

WHEREAS, Alderman Alex Cain issued a written letter, published in the Farragut Press on July 23, 2025, in which he referenced his intent to vote in concert with Alderman David White regarding Resolution PC-25-05 prior to formal deliberation at the Board of Mayor and Aldermen level; and

WHEREAS, during the July 24, 2025, meeting of the Board of Mayor and Aldermen, Alderman Cain admitted to having engaged in a private conversation with Alderman White regarding Resolution PC-25-05, a conversation that led to a common understanding as to how they would vote, that occurred outside of public view and without notice to the public, thereby violating T.C.A. § 8-44-103 and § 8-44-104; and

WHEREAS, such conduct, though acknowledged publicly, it has not been acknowledged by this body as a violation nor with its demand that such conversations not be held in the future, and failure to so address it may undermine public confidence in the Town's commitment to lawful governance; and

WHEREAS, the Board of Mayor and Aldermen finds it necessary, appropriate and in the best interests of the Town and its citizens to issue this Resolution of Censure to affirm its commitment to transparency, uphold the rule of law, and discourage future violations of the Tennessee Open Meetings Act;

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

Section 1. That Alderman Alex Cain and Alderman David White are hereby formally censured for their violation of the Tennessee Open Meetings Act, arising from private deliberations outside the scope of publicly noticed meetings.

Section 2. That the Board affirms its dedication to transparency, accountability, and legal compliance, and expects that all elected officials shall conduct Town business in full accordance with applicable laws.

Section 3. That this Resolution shall be entered into the public record and serve as a formal expression of disapproval by the Board of Mayor and Aldermen of the Town of Farragut.

ADOPTED this 14th day of August 2025.

ATTEST:

Mayor Ron Williams

Town Attorney

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Approval of the Frosty 5K 2025 Race

**Introduction &
Background:**

Included in your packet is a request for approval of an Event application for the Farragut Frosty 5K hosted by the Farragut High School Cross Country Team. The event is scheduled for the morning of December 20, 2025.

**Discussion &
Recommendations:**

The event is being presented to the Board of Mayor and Aldermen because of the use of the streets within Village Green subdivision and Campbell Station Road.

The Knox County Sheriff's Department will help provide traffic control and a nurse will be present for any medical issues. The applicant is proposing to use volunteers to mark the course. The Town staff event committee has reviewed and approved the application. A map of the proposed route is included in this packet.

Staff recommends approval of the event subject to proper notification to any affected entities and the provision of adequate traffic control.

Recommended By:

Mark Shipley, Community Development Director for approval.

Proposed Motion:

To approve an Event Application on December 20, 2025, involving use of the Town's public rights of ways and pedestrian facilities for the Farragut Frosty 5K hosted by the Farragut High School Cross Country Team.

DATE RECEIVED _____
PERMIT # _____
CUSTOMER # _____
(FOR ADMINISTRATION PURPOSES ONLY)

Town of Farragut
11408 Municipal Center Dr. Farragut, TN. 37934
Phone: (865) 966-7057
Email: events@townoffarragut.org

SPECIAL EVENT PERMIT APPLICATION

NOTE: If there is any change that would alter the information given in this application while it is pending, the applicant shall notify the Town of Farragut within 48 hours of such change.

APPLICANT/CONTACT PERSON NAME: Garrett Jones

ADDRESS: 11237 Kingston Pike, Knoxville TN, 37934

PHONE: _____ **EMAIL:** garrett.jones@knoxschools.org

EVENT LOCATION NAME AND ADDRESS: Farragut Community Center, 239 Jamestowne Blvd #201, Farragut TN 37934

([Mayor Ralph McGill Plaza](#) and [Founders Park](#) require an additional application)

EVENT DATE(S): December 20th 2025 **EVENT HOURS:** 6 am to 12 pm

SET UP TIME: 6:30 am **BREAKDOWN TIME:** 12 pm **NUMBER OF PARTICIPANTS:** 500 **NUMBER OF SPECTATORS:** 100

OUTLINE PROVISIONS FOR IMMEDIATE CLEANUP AFTER SPECIAL EVENT:

EVENT NAME: Farragut Frosty 5k

EVENT PURPOSE: Fundrasier for Farragut High School cross country teams

IS THIS A REPEATED EVENT IN THE TOWN OF FARRAGUT? ☒ **YES** ☐ **NO** **IF YES, DATE OF LAST EVENT:** December 14th 2024

CHECK ALL THAT APPLY:

☐	FOOD TRUCKS WILL BE UTILIZED	Food trucks must possess a Farragut Mobile Food Vending Permit .
☐	ALCOHOL WILL BE SERVED	For beer, a Temporary Beer Permit and BOMA approval will be required. For wine, liquor and/or high gravity beer, please attach a copy of the appropriate Tennessee state issued liquor license .
☐	A TEMPORARY SIGN WILL BE UTILIZED	If yes, attach a copy of the event signage.
☐	DIRECTLY/INDIRECTLY UTILIZE PUBLIC PROPERTY	If yes, please specify on the Site Plan. BOMA approval is required for closure of public roads, Rights of Way and Greenways.
☐	TENTS/INFLATABLE STRUCTURES WILL BE UTILIZED	If yes, an inspection may be required. Please review the Tent and Air Supported Structures Permit for more information.
☐	A TEMPORARY STAGE WILL BE UTILIZED	Please specify size of tent(s) if applicable: _____
☐	GENERATORS WILL BE UTILIZED	

Any signs, props or displays used in conjunction with the special event must be removed immediately after the time permitted for the special event has expired. The use of banners, flags (other than flags of official governmental bodies), streamers, balloons or any similar devices, and decorated vehicles or trailers in connection with the event shall be prohibited.

SITE PLAN

Please attach an initial site plan showing the proposed layout for the event. Site plan example is available [here](#). Depending on the event, the site plan will typically need to show that access routes for emergency vehicles, sidewalks, and ADA parking areas will not be obstructed. The site plan will also need to show the size and location of tents and spacing between tents, the location of any food trucks, the location of fire extinguishers, portable toilets, trash collection bins, and generators. A site plan for a walk or run should clearly indicate the location of the start and finish line as well as the walk/run route. Applications for special events that involve leaving the primary event location (public or private properties) to utilize public sidewalks, streets and/or bike paths shall require the Town's Board of Mayor and Aldermen approval prior to the issuance of a special event permit.

DATE RECEIVED _____
PERMIT # _____
CUSTOMER # _____
(FOR ADMINISTRATION PURPOSES ONLY)

Town of Farragut
11408 Municipal Center Dr. Farragut, TN. 37934
Phone: (865) 966-7057
Email: events@townoffarragut.org

TRAFFIC/PARKING INFORMATION

Will support facilities such as traffic control and crowd control be needed? If yes, please specify:

We will have an officer on site to help with traffic control. Depending on the number of entries for the event, we will add more officers if needed.

If buses or trolleys will be used in correlation with the event, please specify the drop-off and pickup locations: _____

Where will the attendees park? In the community center parking lot with overflow in the village green shopping center

Provide a reasonable estimate of parking volume generated by the event and the type of parking that will be used: _____
Anywhere between 100 and 200 cars

ORGANIZATION INFORMATION (if applicable)

ORGANIZATION NAME: Farragut High School Cross Country

ORGANIZATION ADDRESS: 11237 Kingston Pike, Knoxville TN, 37934

OWNER'S NAME: Garrett Jones PHONE/EMAIL: _____

INSURANCE INFORMATION

NAME OF APPLICANT'S INSURANCE COMPANY: RRCA

PHONE/EMAIL: Membership@RRCA.org

ADDRESS: 11237 Kingston Pike, Knoxville TN, 37934

Please attach a Certificate of Insurance endorsing the Town of Farragut as an additional insured under your General Liability policy with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Farragut, including its past and present employees, elected officials and representatives. The insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the required insurance. Insurers have no recourse against the Town of Farragut for payment or assessments in any form on any insurance policy. The Town has the right to require higher limits based upon the particular special event proposed.

CHECKLIST

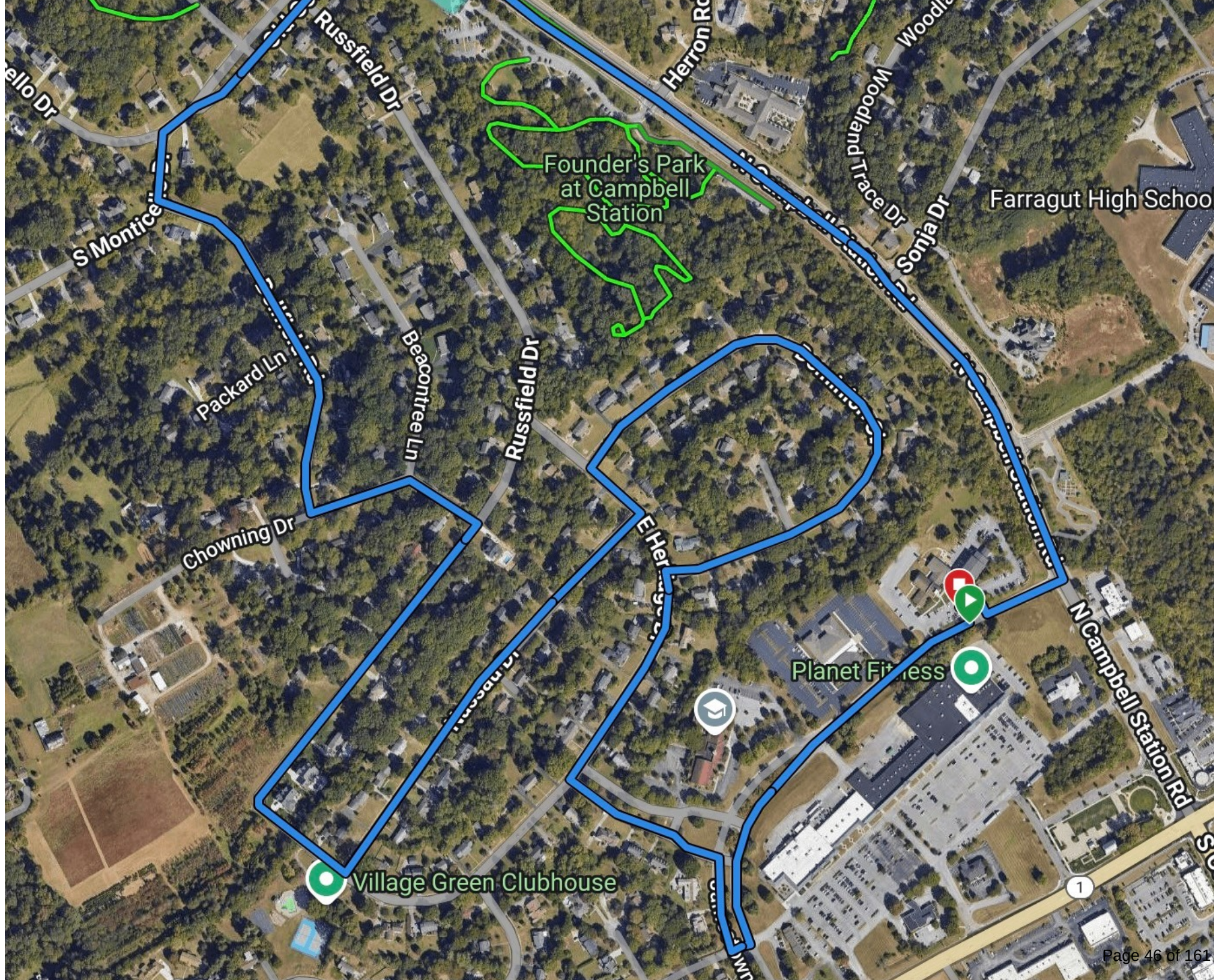
Before you submit your special event application, please make sure that the following steps have been completed:

- ☒ Truthfully complete all necessary information
- ☒ Attach site plan
- ☒ Attach a Certificate of Insurance and confirm that the event name, location, and date is added in the Description of Operations box at the bottom of the proof of insurance form
- ☒ Note any separate permits needed according to the checklist on Page 1
- ☒ Signature authorization below

By signing below, I acknowledge that I have fully read and understand all policies and procedures for Special Events on public property and agree to abide by those policies and procedures set forth therein.

PRINTED NAME: Garrett Jones

APPLICANT SIGNATURE: _____ DATE: _____



REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Approval of PJ Parkinson Run for Parkinson's 5K/10K Race

Introduction & Background: Included in your packet is a request for approval of an Event application for the Parkinson's 5K/10K Race. The event is scheduled for the afternoon of October 4, 2025.

Discussion & Recommendations: The event is being presented to the Board of Mayor and Aldermen because of the use of the streets within Village Green subdivision.

The Knox County Sheriff's Department will help provide traffic control and a nurse will be present for any medical issues. The applicant is proposing to use volunteers to mark the course. The Town staff event committee has reviewed and approved the application. A map of the proposed route is included in the packet.

Staff recommends approval of the event subject to proper notification to any affected entities and the provision of adequate traffic control.

Recommended By: Allison Myers, Finance Director/Town Recorder, Mark Shipley, Community Development Director for approval.

Proposed Motion: To approve an Event Application involving use of the Town's public rights of ways and pedestrian facilities for the Parkinson's 5K/10K Race on October 4, 2025.

DATE RECEIVED _____
PERMIT # _____
CUSTOMER # _____
(FOR ADMINISTRATION PURPOSES ONLY)

Town of Farragut
11408 Municipal Center Dr. Farragut, TN. 37934
Phone: (865) 966-7057
Email: events@townoffarragut.org

SPECIAL EVENT PERMIT APPLICATION

NOTE: If there is any change that would alter the information given in this application while it is pending, the applicant shall notify the Town of Farragut within 48 hours of such change.

APPLICANT/CONTACT PERSON NAME: Drew Degges

ADDRESS: _____

PHONE: _____ **EMAIL:** info@pjparkinsons.org

EVENT LOCATION NAME AND ADDRESS: 11533 Kingston Pike, Farragut, TN 37934

(Mayor Ralph McGill Plaza and Founders Park require an additional application)

EVENT DATE(S): 10/4/2025

EVENT HOURS: 7:30 AM-10:00 AM

SET UP TIME: 6:30 AM **BREAKDOWN TIME:** 10:30 AM **NUMBER OF PARTICIPANTS:** 200 **NUMBER OF SPECTATORS:** 50

OUTLINE PROVISIONS FOR IMMEDIATE CLEANUP AFTER SPECIAL EVENT:

All set up will be broken down, and all trash picked up.

EVENT NAME: PJP 5k

EVENT PURPOSE: Raise funds and awareness for the PJ Parkinsons Foundation

IS THIS A REPEATED EVENT IN THE TOWN OF FARRAGUT? ☒ **YES** ☐ **NO** **IF YES, DATE OF LAST EVENT:** 9/21/2024

CHECK ALL THAT APPLY:

☐	FOOD TRUCKS WILL BE UTILIZED	Food trucks must possess a Farragut Mobile Food Vending Permit .
☐	ALCOHOL WILL BE SERVED	For beer, a Temporary Beer Permit and BOMA approval will be required. For wine, liquor and/or high gravity beer, please attach a copy of the appropriate Tennessee state issued liquor license .
☐	A TEMPORARY SIGN WILL BE UTILIZED	If yes, attach a copy of the event signage.
☒	DIRECTLY/INDIRECTLY UTILIZE PUBLIC PROPERTY	If yes, please specify on the Site Plan. BOMA approval is required for closure of public roads, Rights of Way and Greenways.
☐	TENTS/INFLATABLE STRUCTURES WILL BE UTILIZED	If yes, an inspection may be required. Please review the Tent and Air Supported Structures Permit for more information.
☐	A TEMPORARY STAGE WILL BE UTILIZED	Please specify size of tent(s) if applicable: _____
☒	GENERATORS WILL BE UTILIZED	

Any signs, props or displays used in conjunction with the special event must be removed immediately after the time permitted for the special event has expired. The use of banners, flags (other than flags of official governmental bodies), streamers, balloons or any similar devices, and decorated vehicles or trailers in connection with the event shall be prohibited.

SITE PLAN

Please attach an initial site plan showing the proposed layout for the event. Site plan example is available [here](#). Depending on the event, the site plan will typically need to show that access routes for emergency vehicles, sidewalks, and ADA parking areas will not be obstructed. The site plan will also need to show the size and location of tents and spacing between tents, the location of any food trucks, the location of fire extinguishers, portable toilets, trash collection bins, and generators. A site plan for a walk or run should clearly indicate the location of the start and finish line as well as the walk/run route. Applications for special events that involve leaving the primary event location (public or private properties) to utilize public sidewalks, streets and/or bike paths shall require the Town's Board of Mayor and Aldermen approval prior to the issuance of a special event permit.

DATE RECEIVED _____
PERMIT # _____
CUSTOMER # _____
(FOR ADMINISTRATION PURPOSES ONLY)

Town of Farragut
11408 Municipal Center Dr. Farragut, TN. 37934
Phone: (865) 966-7057
Email: events@townoffarragut.org

TRAFFIC/PARKING INFORMATION

Will support facilities such as traffic control and crowd control be needed? If yes, please specify:

2 Police officers will be posted on Jamestown Blvd. As well as volunteers along the course

If buses or trolleys will be used in correlation with the event, please specify the drop-off and pickup locations: N/A

Where will the attendees park? The Village Green Shopping Centre

Provide a reasonable estimate of parking volume generated by the event and the type of parking that will be used: 150 Spaces

ORGANIZATION INFORMATION (if applicable)

ORGANIZATION NAME: PJ Parkinsons Foundation

ORGANIZATION ADDRESS: 4216 Sutherland Ave, Knoxville, TN 37919

OWNER'S NAME: Isabell Senft-Daniel

PHONE/EMAIL: _____

INSURANCE INFORMATION

NAME OF APPLICANT'S INSURANCE COMPANY: _____

PHONE/EMAIL: _____

ADDRESS: _____

Please attach a Certificate of Insurance endorsing the Town of Farragut as an additional insured under your General Liability policy with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Farragut, including its past and present employees, elected officials and representatives. The insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the required insurance. Insurers have no recourse against the Town of Farragut for payment or assessments in any form on any insurance policy. The Town has the right to require higher limits based upon the particular special event proposed.

CHECKLIST

Before you submit your special event application, please make sure that the following steps have been completed:

- ☒ Truthfully complete all necessary information
- ☒ Attach site plan
- ☐ Attach a Certificate of Insurance and confirm that the event name, location, and date is added in the Description of Operations box at the bottom of the proof of insurance form
- ☒ Note any separate permits needed according to the checklist on Page 1
- ☒ Signature authorization below

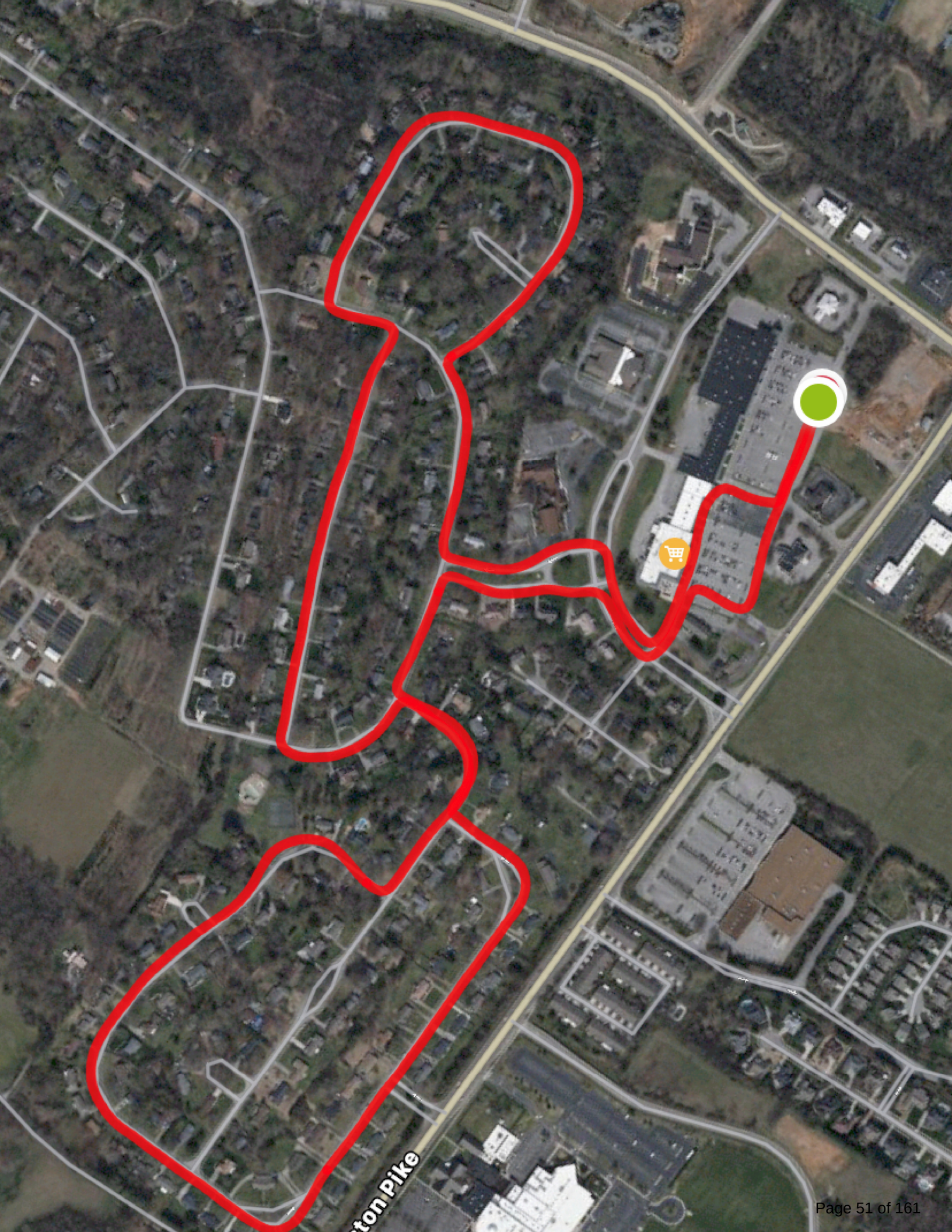
By signing below, I acknowledge that I have fully read and understand all policies and procedures for Special Events on public property and agree to abide by those policies and procedures set forth therein.

PRINTED NAME: Troy A. Degges

APPLICANT SIGNATURE: _____

DATE: 7/18/2025





ton Pike

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Ronald Oestreich, Parks & Recreation Director

Subject: Approval of Change Order #1 Pickleball Complex

Introduction & Background:

The purpose of this agenda item is to approve change order #1 for the pickleball complex. The original pickleball complex contract was awarded to Baseline Sports Construction for \$892,742.00.

Discussion & Recommendations:

After reviewing the construction documents, Baseline Sports Construction recommends increasing the height of the interior chain link fences from 3 feet to 4 feet. They also suggest changing the fabric gauge of all chain link fencing, both interior and exterior, from 8 gauge to 9 gauge. This adjustment will enhance the overall strength of the fencing, particularly the exterior sections, which will be fitted with windscreens.

Previous expenditures for the project total \$1,000,751.44 and include original contract (\$892,742) and design/engineering costs (\$108,009.44). The total cost of the proposed changes is \$9,163.02 bringing the revised contract cost to \$901,905.02. The remaining budgeted amount will be \$440,085.54. Staff recommends approval.

Financial Section

Account Number: 310-43939-9170

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$1,450,000	\$9,163.02	\$1,000,751.44	\$440,085.54

Approved By: A. Myers

Recommended By: Ronald Oestreich, Parks & Recreation Director for approval.

Proposed Motion: Approve Baseline Sports Construction Pickleball Complex Change Order #1 in the amount of \$9,163.02; new contract sum \$901,905.02.



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Document G701® – 2017

Change Order**PROJECT:** *(Name and address)*

Mayor Bob Leonard Park Pickleball Courts
301 N. Watt Road
Farragut, TN 37934

CONTRACT INFORMATION:

Contract For: General Construction
Date: 04-28-2025

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date: 07-18-2025

OWNER: *(Name and address)*

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

ARCHITECT: *(Name and address)*

Ross/Fowler, P.C.
5103 Kingston Pike Suite 105
Knoxville, TN 37919

CONTRACTOR: *(Name and address)*

Baseline Sports Construction, LLC
3600 Henson Road
Knoxville, TN 37921

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change interior fences to 4'-0" high from 3'-0" high. Change chain link fence fabric to 8 gauge from 9 gauge.

The original Contract Sum was

\$ 892,742.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 892,742.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 9,163.02

The new Contract Sum including this Change Order will be

\$ 901,905.02

The Contract Time will be unchanged by () days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*

BY: David W. Craig, Principal

(Printed name, title, and license number if required)

CONTRACTOR *(Signature)*

BY: John W. Ferguson, President

(Printed name and title)

OWNER *(Signature)*

BY: Ron Williams, Mayor

(Printed name and title)

Date

Date

Date

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer

Subject: Approval of Bids and Award of Contract 2026-11, Concord Road/Loop Road Intersection Improvements

Introduction & Background:

The purpose of this item is to award contract 2026-11, Concord Road/Loop Road Intersection Improvements to the selected bidder. The Board has expressed the desire to install a traffic signal at the northern intersection of Concord Road and Loop Road (see map). The Tennessee Department of Transportation's Traffic Office completed a signal warrant analysis at this intersection in 2023 and determined the location meets warrants outlined in the Manual on Uniform Traffic Control Devices. The Town previously contracted with Cannon and Cannon, Inc. to design this project for \$49,510. When installed, the signal will provide westbound motorists on Loop Road with better opportunities to enter Concord Road while also creating gaps in northbound traffic that will allow easier access to motorists on side roads (particularly those entering from Concord Hills Subdivision) during peak hours. The signal will be connected to our recently completed ATMS project, and will be timed to coordinate with our existing signal infrastructure. Completion date of the project will be 360 days after Notice to Proceed due to the current nine-month lead time for mast arms and poles.

Discussion & Recommendations:

We received two bids on July 31. Progression Electric, LLC bid \$499,597.41, and Stansell Electric, Inc. bid \$463,647.00 (see attached bid tabulation). Stansell Electric has performed well for the Town in the past, and is currently our signal maintenance contractor.

Financial Section

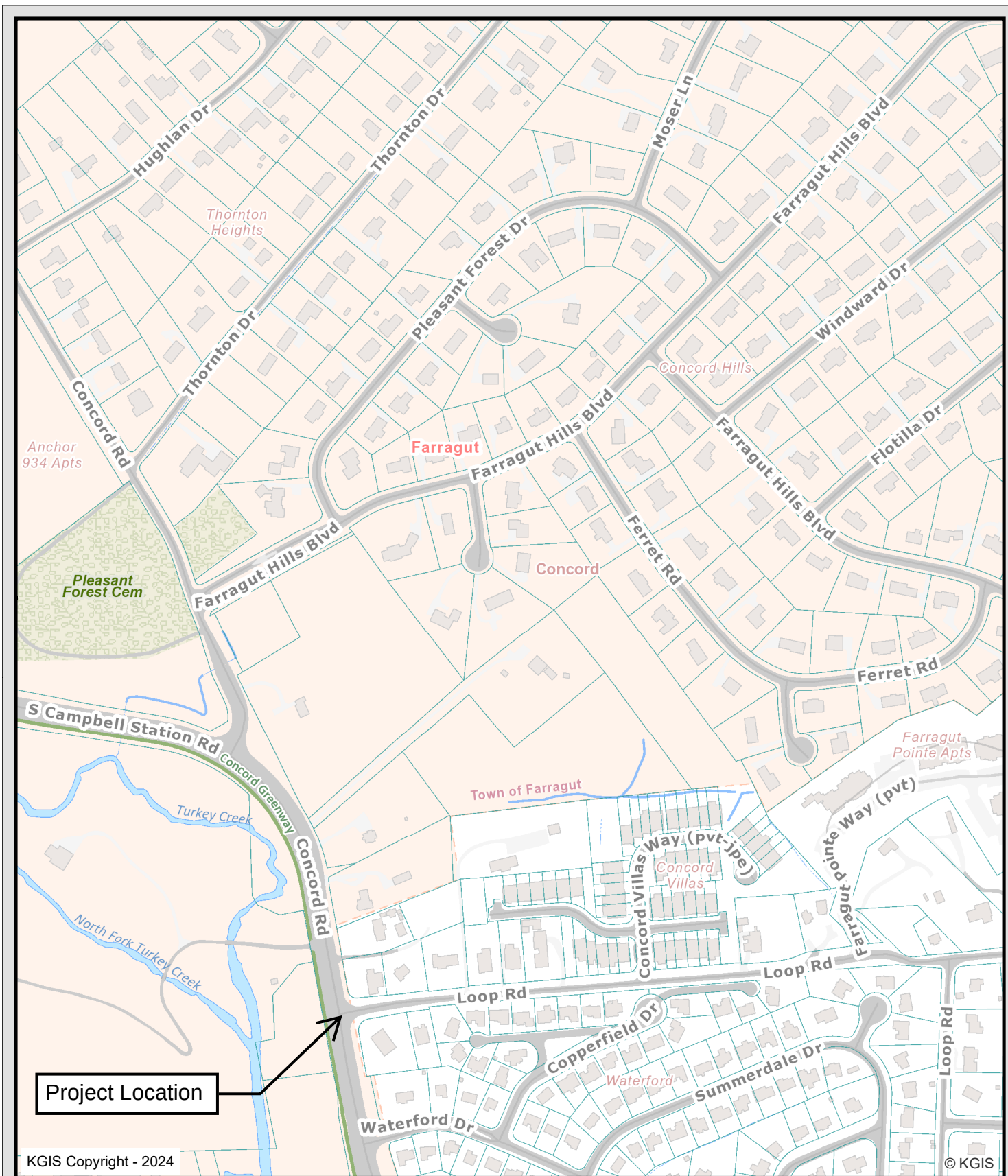
Account Number: 310-43100-9410

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$650,000	\$463,647.00	\$49,510	\$136,843

Approved By: A. Myers

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: To approve bids and award Contract 2026-11, Concord Road/Loop Road Intersection Improvements to Stansell Electric, Inc. in the amount of \$463,647.

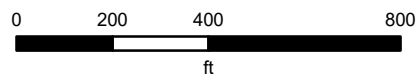


Concord Road at Loop Road

Knoxville - Knox County - KUB Geographic Information System



Printed: 10/31/2024 at 11:53:05 AM



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Bid Tabulation Sheet

Bid Title: Concord Rd at Loop Rd Traffic Signal

Bid No. 2026-11

Opening Date & Time: July 31st @2:00pm

ITEM NO.	DESCRIPTION	UNIT	QTY.	Progression Electric LLC		Stansell Electric Company, Inc	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 10,842.00	\$ 10,842.00	\$ 6,375.00	\$ 6,375.00
202-03.01	REMOVAL OF ASPHALT PAVEMENT	SY	13	\$ 459.60	\$ 5,974.80	\$ 76.00	\$ 988.00
202-08.15	REMOVAL OF CURB AND GUTTER (AREA NEAR CURB RAMPS)	LF	105	\$ 79.14	\$ 8,309.70	\$ 60.00	\$ 6,300.00
209-05	SEDIMENT REMOVAL	CY	2	\$ 189.80	\$ 379.60	\$ 260.00	\$ 520.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	2	\$ 562.50	\$ 1,125.00	\$ 227.00	\$ 454.00
407-02.14	ASPHALT PAVEMENT REPAIR	SY	13	\$ 659.20	\$ 8,569.60	\$ 758.00	\$ 9,854.00
407-20.05	SAW CUTTING ASPHALT PAVEMENT	LF	110	\$ 20.59	\$ 2,264.90	\$ 12.00	\$ 1,320.00
701-02.01	CONCRETE CURB RAMP (RETROFIT)	SF	675	\$ 88.49	\$ 59,730.75	\$ 50.00	\$ 33,750.00
702-03	CONCRETE COMBINED CURB & GUTTER	CY	6	\$ 1,959.97	\$ 11,759.82	\$ 2,020.00	\$ 12,120.00
712-01	TRAFFIC CONTROL	LS	1	\$ 25,142.00	\$ 25,142.00	\$ 42,800.00	\$ 42,800.00
713-14.21	STREET NAME SIGN (RIGID 0.100IN THICK)	SF	36	\$ 49.74	\$ 1,790.64	\$ 105.00	\$ 3,780.00
713-15.36	REMOVE SIGN, SUPPORT & FOOTING	EACH	2	\$ 94.90	\$ 189.80	\$ 172.00	\$ 344.00
713-16.20	SIGNS (W3-3 W/ 16-15P)	EACH	3	\$ 495.30	\$ 1,485.90	\$ 704.00	\$ 2,112.00
713-16.21	SIGNS (TN-69A)	EACH	1	\$ 189.80	\$ 189.80	\$ 614.00	\$ 614.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	LF	215	\$ 13.27	\$ 2,853.05	\$ 10.00	\$ 2,150.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	SY	15	\$ 40.39	\$ 605.85	\$ 29.00	\$ 435.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	85	\$ 20.20	\$ 1,717.00	\$ 15.00	\$ 1,275.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	LF	400	\$ 1.50	\$ 600.00	\$ 1.00	\$ 400.00
716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	LF	70	\$ 10.61	\$ 742.70	\$ 8.00	\$ 560.00
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	LM	0.1	\$ 20,098.00	\$ 2,009.80	\$ 15,500.00	\$ 1,550.00
717-01	MOBILIZATION	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 45,800.00	\$ 45,800.00
725-28.20	SYSTEM INTEGRATION	LS	1	\$ 25,542.08	\$ 25,542.08	\$ 16,100.00	\$ 16,100.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	6	\$ 1,427.27	\$ 8,563.62	\$ 1,205.00	\$ 7,230.00
730-02.55	SIGNAL HEAD ASSEMBLY (130 A3FY WITH BACKPLATE)	EACH	1	\$ 1,435.80	\$ 1,435.80	\$ 1,215.00	\$ 1,215.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	5	\$ 971.10	\$ 4,855.50	\$ 1,750.00	\$ 8,750.00
730-03.33	FIBER OPTIC SPLICE FUSION	EACH	4	\$ 211.17	\$ 844.68	\$ 88.00	\$ 352.00
730-03.41	ETHERNET SWITCH (FIELD LAYER 2)	EACH	1	\$ 2,619.99	\$ 2,619.99	\$ 4,175.00	\$ 4,175.00
730-03.56	FIBER OPTIC DROP CABLE (12F)	LF	200	\$ 2.38	\$ 476.00	\$ 2.30	\$ 460.00
730-03.57	FIBER OPTIC DROP PANEL (12F)	EACH	1	\$ 1,476.32	\$ 1,476.32	\$ 1,775.00	\$ 1,775.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 4,557.32	\$ 4,557.32	\$ 5,305.00	\$ 5,305.00
730-08.02	SIGNAL CABLE – 5 CONDUCTOR	LF	280	\$ 2.81	\$ 786.80	\$ 2.20	\$ 616.00
730-08.03	SIGNAL CABLE – 7 CONDUCTOR	LF	1000	\$ 3.63	\$ 3,630.00	\$ 2.50	\$ 2,500.00
730-08.04	SIGNAL CABLE – 9 CONDUCTOR	LF	360	\$ 4.49	\$ 1,616.40	\$ 2.80	\$ 1,008.00
730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	LF	625	\$ 17.64	\$ 11,031.25	\$ 18.00	\$ 11,250.00
730-12.24	CONDUIT 3" DIAMETER (DIRECTIONAL BORE)	LF	295	\$ 30.36	\$ 8,956.20	\$ 56.00	\$ 16,520.00
730-13.12	VEHICLE DETECTOR (RADAR – STOP LINE)	EACH	1	\$ 37,237.84	\$ 37,237.84	\$ 33,250.00	\$ 33,250.00
730-15.07	CABINET (TS2 TYPE 2, BASE MOUNTED)	EACH	1	\$ 23,806.76	\$ 23,806.76	\$ 21,750.00	\$ 21,750.00
730-16.04	CONTROLLER (ATC)	EACH	1	\$ 10,950.88	\$ 10,950.88	\$ 10,050.00	\$ 10,050.00
730-23.28	PEDESTAL POLE (TYPE A)	EACH	4	\$ 2,485.28	\$ 9,941.12	\$ 2,615.00	\$ 10,460.00
730-23.72	CANTILEVER SIGNAL SUPPORT (1 ARM @ 35')	EACH	1	\$ 27,268.45	\$ 27,268.45	\$ 29,900.00	\$ 29,900.00
730-23.88	CANTILEVER SIGNAL SUPPORT (1 ARM @ 45')	EACH	1	\$ 31,527.86	\$ 31,527.86	\$ 32,500.00	\$ 32,500.00
730-25.11	CANTILEVER SIGNAL SUPPORT (1 ARM @ 60')	EACH	1	\$ 46,170.71	\$ 46,170.71	\$ 46,650.00	\$ 46,650.00
730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSHBUTTON & 15IN SIGN	EACH	6	\$ 2,654.03	\$ 15,924.18	\$ 1,985.00	\$ 11,910.00
730-35.50	ROAD SIDE UNIT (RSU)	EACH	1	\$ 15,200.42	\$ 15,200.42	\$ 11,800.00	\$ 11,800.00
740-11.01	TEMPORARY SEDIMENT TUBE 8IN	LF	300	\$ 5.36	\$ 1,608.00	\$ 3.00	\$ 900.00
801-03	WATER (SEEDING AND SODDING)	MG	0.4	\$ 925.05	\$ 370.02	\$ 300.00	\$ 120.00
803-01	SODDING (NEW SOD)	SY	450	\$ 15.37	\$ 6,916.50	\$ 8.00	\$ 3,600.00
TOTAL				\$ 499,597.41		\$ 463,647.00	

Bid tabulations with award recommendations are posted to Vendorlink; www.vendorlink.com, the Town of Farragut website; www.townoffarragut.org, Demandstar; www.demandstar.com, and Beacon; www.beaconbid.com.

AGREEMENT

Contract No. 2026-11

Concord Rd at Loop Rd Traffic Signal

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

Stansell Electric Company, Inc
860 Visco Drive
Nashville, TN 37210

(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:

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 _____.

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 Concord Rd at Loop Rd Traffic Signal
- F. On-Call Work Order(s)
- G. Contractor's Bid
- H. Addenda Numbers _____
- I. Change Orders, duly delivered and executed by each party execution of this Agreement.
- J. 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 2026-11, Concord Rd at Loop Rd Traffic Signal 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 _____.

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:

Stansell Electric Company, Inc

860 Visco Drive

Nashville, TN 37210

BY:

(Printed or Typed)

Title _____

ATTEST:



Town of Farragut

Invitation to Bid No. 2026-11
For
Concord Rd at Loop Rd Traffic Signal

All Bids Must be Submitted To:
Farragut Town Hall
11408 Municipal Center Dr
Farragut, TN 37934

Deadline for Proposal Submissions: Date: July 31st, 2025, Time: 2:00 PM

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name Stansell Electric Company, Inc.	DBA, If Applicable N/A
Street Address 860 Visco Drive	Phone Number 615-329-4944
City, State, Zip Code Nashville, TN 37210	Email Address mleonard@stansellelectric.com
FEIN: 62-0523770	

Are quotes firm for 60 days? Yes ☒ No ☐ Other ☐
List of Deviations (if any) attached? Yes ☐ No ☐ Other ☐

If submitting a "No Proposal" state reason N/A

 _____ Authorized Signature	<u>President</u> _____ Title (Printed)
<u>Robert P. Elliott</u> _____ Name (Printed)	<u>07/30/2025</u> _____ Date



ITB No. 2026-11 Concord Rd at Loop Rd Traffic Signal

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External Documents

Attachment A: Concord Rd at Loop Rd Traffic Signal Technical Specifications

Attachment B: Concord Rd at Loop Rd Traffic Signal Installation Final Plans REV1

ADVERTISEMENT FOR BIDS

Instructions

Sealed bids for the project entitled **2026-11 Concord Rd at Loop Rd Traffic Signal** will be received by the Town of Farragut on **July 31st, 2025, at 2:00 pm**, in the Town of Farragut **Town Hall** located at 11408 Municipal Center Dr., Farragut, Tennessee, 37934. At said place and time, all bids that have been duly received will be publicly opened and read aloud.

This project requires furnishing all labor, equipment, materials and incidentals necessary for the installation of a new traffic signal at the northern intersection of Concord Road (SR-332) and Loop Road.

1.1 Procurement Schedule

ITB Issue	07/11/2025
Deadline for Proposer Questions	07/24/2025, 5:00PM
Proposal Due	07/31/2025, 2:00pm
Intent to Award/ Contract Negotiations Begin	08/01/2025
Board of Mayor and Alderman Approves/Contract Signed	08/14/2025

1.2 Bid Documents

The Bidding Documents for the project may be obtained on the following sites:

1. **Town Website** (Free):
 - https://link.edgepilot.com/s/e21d4051/d914nl_zlkSbJ5nskjuXHq?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
 - Registration is required but at no cost to vendors.
2. **Vendorlink** (Paid):
 - <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon** (Paid):
 - https://link.edgepilot.com/s/1f6497fb/IRQ_l4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star** (Paid):
 - <https://www.demandstar.com/app/login>
 - Also requires vendor registration and payment, offering national visibility.

All Bids submitted must be prepared with documents obtained from the Town of Farragut or its designee.

1.3 Communications

All communication regarding this ITB must be submitted via email to the Finance Department representative identified below:

Anissa Pratte, Staff Accountant
apratte@townoffarragut.org

The Staff Accountant will be the sole point of contact for this ITB.

Bidders contact with anyone else in the Town is forbidden and may result in disqualification of the Vendor's bid. Further, any oral communication will be considered unofficial and non-binding on the Town. Bidders should rely only on written statements issued by the Finance Department representative.

1.4 ITB Amendments and Cancellation

The Town reserves the right to amend this Invitation to Bid (ITB) in writing at any time. The Town also reserves the right to cancel or reissue the ITB at its sole discretion. If an amendment is issued, it will be posted on these four websites:

1. **Town Website (Free):**
 - o https://link.edgepilot.com/s/e21d4051/d914nl_zlkSbJ5nskjuXHq?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
 - o Registration is required but at no cost to vendors.
2. **Vendorlink (Paid):**
 - o <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - o Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon (Paid):**
 - o https://link.edgepilot.com/s/1f6497fb/IRQ_I4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - o Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
 - o <https://www.demandstar.com/app/login>
 - o Also requires vendor registration and payment, offering national visibility.

It is the Proposer's responsibility to ensure that the Town's website, Beacon, EUNA/Demandstar or Vendorlink is reviewed for ITB changes prior to submission of proposal.

The Owner reserves the right to reject any and all bids and to waive any formalities in the bidding process, and to evaluate bids, and to accept any bid which, in its opinion, may be in the best interest of the Town. The Town of Farragut reserves the right to terminate said contract for convenience upon written notice as provided for herein.

The Town of Farragut will not be liable in any way for costs incurred by any bidder in the preparation and submission of its bid in response to this ITB, nor for the presentation of its bid and/or participation in any required meetings, discussions or negotiations.

1.5 Bid Bond/Guaranty

Each bid shall be accompanied by a Bid Guaranty in the form of cash deposit or certified check drawn on a bank or a Bid Bond completed by a trust company insured by the FDIC or a surety company's standard form and properly executed by a corporate surety licensed under the laws of Tennessee to execute such bonds. The amount of the bid bond shall be equal to **five percent (5%)** of the total of the bid. The bid deposit shall be retained by the Owner if the successful bidder fails to execute the contract or fails to provide the required bonds, as stated above, within fifteen (15) calendar days after the proper notice of award of the contract.

1.6 Performance Bond and Payment Bond

The Contractor shall within ten (10) days after the receipt of the Notice of Award and before the commencement of any operations hereunder executed, furnish the Owner with a performance and payment bond in a sum equal to 100% of the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the Owner. The expense of this bond shall be borne by the Contractor. If at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Tennessee, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of any attorney in fact acting for the corporate surety must be provided in the form of a certificate terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the Owner.

1.7 Post Bid Information

Should a bidder wish to protest a bid, the bidder shall submit a Protest Bond to the Town of Farragut in the amount of 5% of the protestor's bid amount within seven calendar days of the Bid opening.

Each Bidder shall be prepared, if requested by the Town of Farragut, to present evidence, qualifications, and financial ability to carry out the terms of the contract.

1.8 Contract Term

1. Substantial Completion

The Contractor shall achieve *Substantial Completion* of the project within **330 calendar days** from the date of the Notice to Proceed. Substantial Completion is defined as the point at which the traffic signal system is fully operational and can be safely used for its intended purpose, subject only to minor punch list items that do not affect functionality or safety.

2. Final Completion and Payment

The Contractor shall achieve *Final Completion* of all work, including correction of punch list items, final cleanup, and submission of all required documentation, within **360 calendar days** from the date of the Notice to Proceed. Final payment will be processed upon the Engineer's acceptance of all contract deliverables and confirmation that all work has been completed in accordance with the contract documents.

3. Liquidated Damages

If the Contractor fails to complete the work, or any specified portion thereof, within the time prescribed in the contract, including any authorized extensions of time, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the amount of **\$400.00** per calendar day for each day of delay beyond the agreed completion date.

This amount is agreed upon by both parties as a reasonable estimate of the damages the Owner will incur due to such delay, including but not limited to administrative costs, loss of use, disruption to other scheduled work, and inspection costs. The parties acknowledge that actual damages would be difficult to ascertain at the time of contract execution.

The total amount of liquidated damages shall be **deducted from any payments due or to become due** to the Contractor under this contract. Assessment of liquidated damages shall not relieve the Contractor from any other contractual obligations.

Nothing in this clause shall limit the Owner's right to terminate the contract or seek other remedies as provided in this Agreement.

Grace periods for work to begin may be permitted before liquidated damages begin to accrue, at the sole discretion of the Owner

1.9 Proposal Submittal

Bids are to be received by the Town no later than the date and time indicated in Section 1.1. Bidders assume the risk of the method of delivery. The Town assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. **Emailed proposals will not be accepted.** A bidder's failure to submit a proposal as required **before** the deadline may cause the proposal to be disqualified.

Proposers must submit in a sealed package:

- One (1) paper copy clearly marked "Original" with all applicable forms.
- One (1) electronic copy (a single .pdf file containing all submitted material including the pricing sheet), on a USB drive. In the event of a discrepancy between the electronic version and hard copy, the response in the hard copy (Original) will prevail.
- Two (2) paper copies clearly marked "Copy" with all applicable forms.
The proposal package shall be mailed, couriered, or hand delivered to the Town at:

Town of Farragut
Town Hall
Attn: Finance Department, Anissa Pratte
11408 Municipal Center Drive
Farragut, TN 37934

The package should be clearly labeled with the following: (Bid Envelope Cover Sheet Provided on next page)

- Confidential
- Proposal for **ITB# 2026-11 Concord Rd and Loop Rd Traffic Signal**
- Proposal Due Date and Time
- Proposer Name
- Proposer Address
- Proposer Phone Number

Bid Submittal Checklist

- Cover page with signature
- Signed Bid form
- Bid Guaranty
- Addenda Acknowledgment form and Bid Certification signed
- Drug-Free Workplace form signed
- Non-Collusion Affidavit form signed
- Statement of Compliance Certificate Illegal Immigrants
- Non-Boycott of Israel Certification
- Certification Regarding Debarment, Suspension and other Responsibility Matters
- Byrd Anti-Lobbying Amendment Certification
- Owner's Ethnicity and Gender of Contracts and Sub-Contractors
- Iran Divestment Act Certification
- Title VI Assurance
- Equal Employment Opportunity/Affirmative Action Policy Statement

END OF THIS SECTION

2. Scope of Work

The Concord Rd at Loop Rd Traffic Signal installation project consists of a new traffic signal at the existing intersection of Concord Rd (State Route 332) at Loop Rd in the Town of Farragut, TN. The Scope of Work includes the installation of new mast arm poles, cabinet, controller, detection, signal heads, pedestrian signals, conduit, pull boxes, wiring, fiber communication, connected vehicle equipment, curb ramps, pavement marking, signing, traffic control, erosion control, and incidentals to provide a fully functional traffic signal.

All work shall be performed in accordance with the specifications for the Concord Rd at Loop Rd. Traffic Signal Special Provision 730F Supplemental (SP 730FS) prepared by Cannon & Cannon, Inc. (Attachment A)

Public Safety

The Contractor shall always exercise proper precautions for the protection of persons and property and shall be responsible for all damage to persons or property, either on or off the site, which occur because of its prosecution of the Work.

The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

Inspections

Construction inspections will be conducted periodically by the Town of Farragut or its designee to review compliance with the solicitation requirements and the final working drawings.

The Town of Farragut reserves the right to inspect the site at any time without notification.

Special Conditions

1. The work shall begin upon receipt of a written Notice to Proceed from the Engineering Director. After work has begun, work is to be performed in a continuous manner until it is completed.
3. The awarded bidder shall submit for approval a project schedule.
4. Information in this document is the minimum necessary to define the work required. It shall be the responsibility of all bidders to inspect the site to fully evaluate existing conditions.

END OF THIS SECTION

BID FORM					
ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED PRICE
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$6,375.00	\$6,375.00
202-03.01	REMOVAL OF ASPHALT PAVEMENT	SY	13	\$76.00	\$988.00
202-08.15	REMOVAL OF CURB AND GUTTER (AREA NEAR CURB RAMPS)	LF	105	\$60.00	\$6,300.00
209-05	SEDIMENT REMOVAL	CY	2	\$260.00	\$520.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	2	\$227.00	\$454.00
407-02.14	ASPHALT PAVEMENT REPAIR	SY	13	\$758.00	\$9,854.00
407-20.05	SAW CUTTING ASPHALT PAVEMENT	LF	110	\$12.00	\$1,320.00
701-02.01	CONCRETE CURB RAMP (RETROFIT)	SF	675	\$50.00	\$33,750.00
702-03	CONCRETE COMBINED CURB & GUTTER	CY	6	\$2,020.00	\$12,120.00
712-01	TRAFFIC CONTROL	LS	1	\$42,800.00	\$42,800.00
713-14.21	STREET NAME SIGN (RIGID 0.100IN THICK)	SF	36	\$105.00	\$3,780.00
713-15.36	REMOVE SIGN, SUPPORT & FOOTING	EACH	2	\$172.00	\$344.00
713-16.20	SIGNS (W3-3 W/ 16-15P)	EACH	3	\$704.00	\$2,112.00
713-16.21	SIGNS (TN-69A)	EACH	1	\$614.00	\$614.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	LF	215	\$10.00	\$2,150.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	SY	15	\$29.00	\$435.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	85	\$15.00	\$1,275.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	LF	400	\$1.00	\$400.00
716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	LF	70	\$8.00	\$560.00
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	LM	0.1	\$15,500.00	\$1,550.00
717-01	MOBILIZATION	LS	1	\$45,800.00	\$45,800.00
725-28.20	SYSTEM INTEGRATION	LS	1	\$16,100.00	\$16,100.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	6	\$1,205.00	\$7,230.00
730-02.55	SIGNAL HEAD ASSEMBLY (130 A3FY WITH BACKPLATE)	EACH	1	\$1,215.00	\$1,215.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	5	\$1,750.00	\$8,750.00
730-03.33	FIBER OPTIC SPLICE FUSION	EACH	4	\$88.00	\$352.00
730-03.41	ETHERNET SWITCH (FIELD LAYER 2)	EACH	1	\$4,175.00	\$4,175.00
730-03.56	FIBER OPTIC DROP CABLE (12F)	LF	200	\$2.30	\$460.00
730-03.57	FIBER OPTIC DROP PANEL (12F)	EACH	1	\$1,775.00	\$1,775.00

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED PRICE
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$5,305.00	\$5,305.00
730-08.02	SIGNAL CABLE – 5 CONDUCTOR	LF	280	\$2.20	\$616.00
730-08.03	SIGNAL CABLE – 7 CONDUCTOR	LF	1000	\$2.50	\$2,500.00
730-08.04	SIGNAL CABLE – 9 CONDUCTOR	LF	360	\$2.80	\$1,008.00
730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	LF	625	\$18.00	\$11,250.00
730-12.24	CONDUIT 3" DIAMETER (DIRECTIONAL BORE)	LF	295	\$56.00	\$16,520.00
730-13.12	VEHICLE DETECTOR (RADAR – STOP LINE)	EACH	1	\$33,250.00	\$33,250.00
730-15.07	CABINET (TS2 TYPE 2, BASE MOUNTED)	EACH	1	\$21,750.00	\$21,750.00
730-16.04	CONTROLLER (ATC)	EACH	1	\$10,050.00	\$10,050.00
730-23.28	PEDESTAL POLE (TYPE A)	EACH	4	\$2,615.00	\$10,460.00
730-23.72	CANTILEVER SIGNAL SUPPORT (1 ARM @ 35')	EACH	1	\$29,900.00	\$29,900.00
730-23.88	CANTILEVER SIGNAL SUPPORT (1 ARM @ 45')	EACH	1	\$32,500.00	\$32,500.00
730-25.11	CANTILEVER SIGNAL SUPPORT (1 ARM @ 60')	EACH	1	\$46,650.00	\$46,650.00
730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSHBUTTON & 15IN SIGN	EACH	6	\$1,985.00	\$11,910.00
730-35.50	ROAD SIDE UNIT (RSU)	EACH	1	\$11,800.00	\$11,800.00
740-11.01	TEMPORARY SEDIMENT TUBE 8IN	LF	300	\$3.00	\$900.00
801-03	WATER (SEEDING AND SODDING)	MG	0.4	\$300.00	\$120.00
803-01	SODDING (NEW SOD)	SY	450	\$8.00	\$3,600.00

TOTAL BID \$ \$463,647.00

TOTAL BID IN WORDS

Four Hundred Sixty-Three Thousand Six

Hundred Forty-Seven Dollars and Zero Cents

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

NOTE: All Work items not specifically mentioned above, but required by the Contract Documents, shall be considered incidental to the other Work and not be paid for directly.

Substitutions for this contract must be submitted with bid form.

List any items that are intended to be used as a substitute for specified items (if necessary):

References for this contract must be submitted with bid form.

References listed below should be for completed projects of similar size and scope: (Please list Company, Contact Name, Phone Number, Email address)

1. City of Sevierville, Joseph Dodges, (865) 868-1793, jdodges@seviervilleTN.org
2. Town of Greeneville, Logan Ricker, (423) 972-1766, lricker@greenevilletn.gov
3. Knox County, Alan Childers, (865) 719-3871, alan.childers@knoxcounty.org

Name and Address of Bidder: Stansell Electric Company, Inc.

860 Visco Drive Nashville, TN 37210

Telephone: 615-329-4944

Email Address: relliott@stansellelectric.com

Signature: 

Robert P. Elliott

Title: President

Date: 07/30/2025

Town of Farragut

General Terms and Conditions

The following terms, conditions and instructions apply (unless otherwise noted) to all of the Town of Farragut solicitations whether they are quotations, bids, proposals, requests for qualifications or other types of solicitations. The term "vendor" is used collectively for bidder, vendor, proposer, quoter, contractor and all other terms implying or meaning one who is responding to an opportunity with the Town of Farragut. The submission of a response means that the vendor understands and agrees with the Town of Farragut's instructions to vendors.

1. **ACCEPTANCE-AGREEMENT.** Vendors shall hold their price firm and subject to acceptance by the Town of Farragut for ninety (90) calendar days from the date of the solicitation opening unless otherwise directed by the Town of Farragut.
2. **AWARD/REJECTION OF RESPONSES.** Awards are made to the responsible vendor complying with the conditions of the solicitation based on the response that receives the highest rating and is in the Town of Farragut's best interest. The Town of Farragut reserves the right to reject any and all responses and to waive any informality in the responses received whenever the Town of Farragut determines that such rejection or waiver is in the Town of Farragut's best interest.
3. **INTERPRETATIONS.** The Town of Farragut is not responsible for oral interpretations of specifications. Submit written requests for interpretation as indicated in a solicitation document. Addenda (official changes to or interpretations of specifications) are posted to the Town of Farragut's web page. It is the vendor's responsibility to examine the web page for addenda. All addenda become part of the contract, and all vendors/vendors are bound by such addenda.
4. **USE OF SOLICITATION FORMS.** Vendors are to complete the forms contained in the solicitation package. Failure to complete these forms may result in the rejection of your response.

Vendors are not to change the pricing method that is on the solicitation document unless the Procurement/Finance office approves the change.
5. **BID WITHDRAWAL.** A Vendor may withdraw or amend a solicitation response before the date and time set for the receipt of bids without stating a reason. Bids may not be withdrawn without the Town of Farragut's approval after the bid opening. If granted, withdrawal after the due date is non-reversible. Bid withdrawal may affect your bid bond (if any).
6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the Town of Farragut ("Town").
7. **ALTERATIONS OR ADMENDMENTS.** Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the Town of Farragut's prior written approval.
8. **APPROPRIATION.** In the event funds are not appropriated by the Town of Farragut for the goods and/or services or insufficient funds exist to purchase the goods and/or services, awards and/or contracts shall terminate upon the expenditure or previously appropriated funds with no further obligations owed to or by either party.

9. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, the Town of Farragut shall pay Vendor the contract sum set forth in the purchase order and/or contract. Payments may be made in amounts which are consistent with the percentage of goods/non-professional services completed and invoiced by the Vendor as set forth in the purchase order.

The Town's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The Town is not liable for delays in payment caused by the failure of the Vendor to send an invoice to the address referenced herein.

10. **INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. The Town of Farragut has the right to inspect the goods and to reject any or all of the goods which are in the Town's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to the Vendor at its expense and in addition to the Town's other rights. The Town may charge the Vendor all expenses of unpacking, examining, repacking and reshipping those goods. In the event the Town receives goods whose defects or nonconformity are not apparent on examination, the Town reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Vendor from the obligation of testing, inspection and quality control.

In the award of a construction contract/purchase order the Vendor is responsible for thoroughly inspecting the site of the proposed work and for becoming familiar with the work circumstances. The vendor's failure to do so will not result in additional payments to the Vendor.

11. **PROPERTY RIGHTS AND COPYRIGHT PROHIBITION.** The Vendor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the Vendor in furtherance of this contract shall be the Town of Farragut's property. The Vendor specifically waives and/or releases to the Town of Farragut any cognizable property right of the Vendor to copyright, license, patent, or otherwise uses such information, data, findings, recommendations, responses, et cetera.

12. **PRICE WARRANTY.** Vendor warrants that the prices for the goods or non-professional services sold the Town are not less favorable than those currently extended to any other customer for the same or similar goods or non-professional services in similar quantities. In the event Vendor reduces its price for the goods or non-professional services during the term of this purchase order, Vendor agrees to reduce the prices charged to Town correspondingly. The Vendor warrants that prices shown on this purchase order/agreement are complete, and no additional charges of any type will be added without the Town's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

13. **NON-ESCALATION.** Unless otherwise specified within the solicitation documents, the unit prices reflected in the agreement and/or contract shall remain firm with no provisions for price increases during the term of the contract.

14. **DELIVERY.** All deliveries shall be to the designated Town of Farragut property, and they must be Freight On Board (FOB) Town of Farragut, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of the bid.

15. **EXPENSES INCURRED.** All expenses incurred in the preparation and submission in response to a solicitation shall be borne by the Vendor.

16. **INDEMNIFICATION/HOLD HARMLESS.** The Vendor shall indemnify, defend, save and hold harmless the Town of Farragut, its Mayor of Board, Alderman and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by vendor, its sub-vendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of vendor, its sub-vendors, suppliers, agents or employees.

17. **INSURANCE.** A Vendor working on the Town of Farragut property shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Vendor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

The vendor shall not commence work on the goods/non-professional services until a Certificate of Insurance has been submitted to the Town showing proof that the Vendor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Vendor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. The Town of Farragut, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
- ii. A vendor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.

19. **PROPRIETARY INFORMATION.** The Town of Farragut operates under Tennessee's Open Records Act and all information in the Town of Farragut's possession is subject to disclosure upon request. The applies whether or not such information is stamped "confidential," "proprietary" or other similar phrases.

20. **RECORDS RETENTION AND AUDIT.** The Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under an agreement and/or contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by federal law and/or regulations) from the date of the final payment under an agreement or contract. This shall be for inspection by the Town of Farragut or any other governmental entity or agency participating in the funding of an agreement or contract, or any authorized agents thereof. Upon request, the vendor shall furnish copies of said records.
21. **TERMINATION FOR CONVENIENCE.** The Town of Farragut reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Vendor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. The Vendor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. The Vendor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Vendor's suppliers or s which Vendor could reasonably have avoided. The Vendor must not unreasonably anticipate the requirements of this order.
22. **TERMINATION FOR CAUSE.** The Town of Farragut may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective, or which do not conform to this order, and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to cancel this order for cause. In the event of cancellation for cause, the Town is not liable to the Vendor for any amount, and the Vendor is liable to the Town for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that the Town has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
23. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Farragut, Tennessee, in accordance with the following provisions:
- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
 - b. The parties agree to share equally in the expense of the mediation.
 - c. Such mediation may include the Vendor or any other person or entity who may be affected by the subject matter of the dispute.
 - d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. **DELAY IN PERFORMANCE.** Neither the Town nor Vendor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Town or Vendor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement price. If the Vendor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the Town or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Vendor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both Town and Vendor. The completed form shall be retained by the Town for a period of seven years and reviewed prior to Vendor selection for future Town projects. In the event the Vendor is delayed in the performance of Services because of delays caused by the Town, Vendor shall have no claim against the Town for damages or contract adjustment other than an extension of time.

25. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Town and Vendor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Town and Vendor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Vendor to take immediate measures to protect health and safety. Town agrees to compensate Vendor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Vendor agrees to notify Town when unanticipated hazardous materials or suspected hazardous materials are encountered. Town agrees to make any disclosures required by law to the appropriate governing agencies and agrees to hold Vendor harmless for any and all consequences of disclosures made by Vendor which are required by governing law. In the event the project site is not owned by the Town, the Town agrees to inform the Town of the discovery of unanticipated hazardous materials or suspected hazardous materials.

26. **COMMUNICATIONS.** Any notice to the Town shall be made in writing to the address specified below:

Town of Farragut
Attn: Finance/Purchasing
11408 Municipal Center Drive
Farragut, TN 37934
(865) 966-7057

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Vendor and the Town of Farragut.

27. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

28. **INTEGRATION.** This Agreement represents the entire and integrated agreement between Town and Vendor. All prior and contemporaneous communications, representations, and agreements by Vendor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.
29. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit of the Town and Vendor and their respective permitted successors and permitted assigns.
30. **ASSIGNMENT.** Neither the Town nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Vendor from employing independent Vendors, associates, and s to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Vendor employs independent Vendors, associates, and subcontractors to assist in performance of the Services, Vendor shall be solely responsible for the negligent performance of the independent Vendors, associates, and subcontractors so employed.
31. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town and Vendor.
32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the Town a partner, joint venturer, or associate of Vendor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
33. **INTEREST OF CURRENT & PAST MEMBERS, OFFICIERS OR EMPLOYEES.** No member, officer or employee of the Town of Farragut, no member of the Town of Farragut's governing body, and no other public official who exercises any function or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in a contract, agreement or purchase order or the proceeds thereof.
34. **NON-DISCRIMINATION.** Vendors agree to comply with all federal, state, and local nondiscrimination laws and regulations. Vendor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Vendor further agrees to comply with all federal, state and local laws regarding treatment and accommodation for individuals with disabilities.
35. **DRUG FREE WORKFORCE.** Vendor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

- a. the American with Disabilities Act,
- b. the Immigration Reform and Control Act of 1986,
- c. the Drug Free Workplace Act of 1988.
- d. Executive Order 11246; "Equal Employment Opportunity."
- e. Copeland "Anti-Kickback" Act
- f. Title VI of the Civil Rights Act of 1964

END OF THIS SECTION

AGREEMENT

Contract No. 2026-11

Concord Rd at Loop Rd Traffic Signal

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:

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 _____.

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 Concord Rd at Loop Rd Traffic Signal
- F. On-Call Work Order(s)
- G. Contractor's Bid
- H. Addenda Numbers _____
- I. Change Orders, duly delivered and executed by each party execution of this Agreement.
- J. 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 2026-11, Concord Rd at Loop Rd Traffic Signal 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 _____.

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

OWNER:

CONTRACTOR:

Town of Farragut

11408 Municipal Center Drive

Farragut, TN 37934

BY:

BY:

(Printed or Typed)

(Printed or Typed)

Title _____

Title _____

ATTEST:

ATTEST:

TOWN OF FARRAGUT, TENNESSEE

BID BOND

CONTRACT NO. 2026-11

Principal:

Stansell Electric Company, Inc.

Print Name of Principal

Surety:

Fidelity and Deposit Company of Maryland

Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the TOWN OF FARRAGUT in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the TOWN OF FARRAGUT shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the TOWN OF FARRAGUT, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Stansell Electric Company, Inc.
Principal (1)

By:



Robert P. Elliott, President

Print Name and Title

July 24, 2025

Date

Fidelity and Deposit Company of Maryland

Surety (1)

By:

Richard H. Mitchell, Attorney-in-Fact



General Agent or Attorney-in-Fact

July 24, 2025

Date

(Seal)

N/A

Principal (2)

N/A

Surety (2)

By:

N/A

By:

N/A

General Agent or Attorney-in-Fact

N/A

Print Name and Title

N/A

Date

N/A

Date

(Seal)

*NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mark W. EDWARDS, II, Anna CHILDRESS, Jeffrey M. WILSON, Robert R. FREEL, Alisa B. FERRIS, William M. SMITH, Richard H. MITCHELL, Samuel F. AUDIA, III** of Birmingham, Alabama, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of March, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of July, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

TOWN OF FARRAGUT, TENNESSEE

BID GUARANTEE

CONTRACT NO. 2026-11

Bidder:

Print Name of Bidder

KNOW ALL MEN BY THESE PRESENTS, that the above-named Bidder has tendered the attached cashier's or certified check in an amount equal to five percent (5%) of the total amount it bid for the project stated above, payable to the TOWN OF FARRAGUT, to be held pending the fulfillment of the following obligation conditions.

NOW, THEREFORE, the condition of this obligation is: the Bidder shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the TOWN OF FARRAGUT shall award a Contract to the Bidder, the Bidder shall, within ten (10) days after it receives written notice of the award, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in its Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Bidder withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the TOWN OF FARRAGUT shall cash the attached check and retain the funds, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Bidder has caused these presents to be signed by a duly authorized official.

Bidder (1)

Bidder (2)*

By: _____

By: _____

Print Name and Title

Print Name and Title

Date

Date

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

CONTRACT PAYMENT AND PERFORMANCE BOND

Note: to be filled out post-award

CONTRACT NO. 2026-11

Be it known that
_____, as Principal,
and _____, as
Surety(ies), all authorized to do business in the State of Tennessee, hereby bind
themselves to the TOWN OF FARRAGUT, and other potential claimants, for all
obligations incurred by the Principal under its contract with TOWN OF FARRAGUT,
for the construction of the above identified contract; in the full contract amount of

(\$ _____).

The obligations of the Principal and Surety(ies) under these payment and
performance bonds shall continue in full force and effect until all materials, equipment
and labor have been provided AND all requirements contained in the contract, plans
and specifications have been completed in a timely, thorough and workmanlike
manner. The parties agree that these bonds are statutory in nature and are governed
by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the
Tennessee Code Annotated relating to bonds required of contractors and that those
provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their
heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the TOWN OF FARRAGUT and all "Claimants," as contemplated by
T.C.A. Title 54, chapter 5, in the full contract amount of

(\$ _____), in order to secure the payment in full of all timely claims
under the project.

Performance Bond. To the TOWN OF FARRAGUT in the full contract amount of

(\$ _____), in order to secure the full and faithful performance and
timely completion of the project according to its plans and specifications, inclusive of
overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the TOWN OF FARRAGUT may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is finally completed, the total cost of the same will be computed. All costs and charges incurred by the TOWN OF FARRAGUT in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which would have been payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the TOWN OF FARRAGUT the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1:

By: _____

Date: _____

Printed Name and
Title _____

(For Joint Venture) Principal/Contractor

2: _____

By: _____

Date: _____

Printed Name and
Title: _____

Surety 1:

By:

Attorney-in-Fact

Printed Name

Surety 2:

By:

Attorney-in-Fact

Printed Name

_____	_____
Agency Name	Agency Name
_____	_____
Street Address	Street Address
_____	_____
City/State/Zip	City/State/Zip

(Seal)

(Seal)

Subsequent correspondence/communication from TOWN OF FARRAGUT with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1: For Surety 2:

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
City	City
_____	_____
State/Zip	State/Zip
_____	_____
Phone Number	Phone Number

Fax Number	Fax Number

Town of Farragut
ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Bid, the Bidder represents that the Bidder has examined copies of all the Contract Documents and hereby acknowledges they have verified that the Bidder is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. *(Check the box next to each addendum received and applicable)*

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

The Bidder further acknowledges that should it be determined at the time of the bid opening that the Bidder has failed to acknowledge receipt of **ALL** issued addenda; the Bid submission shall be rejected. The Bidder understands that any verbal representation made or assumed to be made during any oral discussion held between Bidder's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

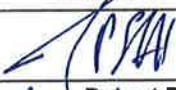
BID CERTIFICATION:

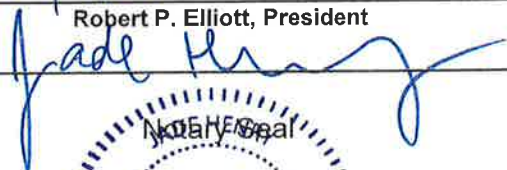
By signing below, I certify that I have reviewed this Bid Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or Bid constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Bidder accepts the terms and conditions contained in the Bid Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or Bid for review and consideration; that I am authorized by the Bidder to execute and submit this bid, offer, or proposal, or any documents related thereto on Bidder's behalf; that I am authorized to bind the Bidder in a contractual relationship; and the Bidder has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

Project Name: **2026-11 Concord Rd at Loop Rd Traffic Signal** Date: **07/30/2025**

Name of Bidder's Company: **Stansell Electric Company, Inc.**

Signature of Responsible Bidder: 
Robert P. Elliott, President

Notary's Signature: 



**My Commission Expires
February 27, 2029**

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of Stansell Electric Company, Inc., an employer of five (5) or more employees contracting with Town of Farragut government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Stansell Electric Company, Inc. (hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.
3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.
4. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.



Name of Officer
Robert P. Elliott

President

Title of Officer

State of Tennessee, County of Davidson

Before me personally appeared Robert P. Elliott, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 30th day of July, 20 25.



My Commission Expires February 27, 2029 Public

My commission expires: _____

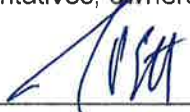


NON-COLLUSION AFFIDAVIT

Robert P. Elliott, being first duly sworn, deposes and says that:

- (1) He/She is the President of Stansell Electric Company, Inc., the firm that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed):



Robert P. Elliott

Title: President

Before me personally appeared Robert P. Elliott, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 30th day of July, 20 25.



My Commission Expires
February 27, 2029

My commission expires: _____



STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that Stansell Electric Company, Inc. have
fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

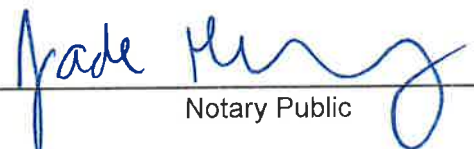
- All Bidders for services on this project shall be required to submit an affidavit
(by executing this compliance document) as part of their bid that attests
that such Bidder shall comply with requirements T.C.A. § 12-4-124.

Signed: 
Robert P. Elliott, President

Before me personally appeared Robert P. Elliott, with whom I am personally
acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged
that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 30th day of July, 20 25.

My Commission Expires
February 27, 2029


Notary Public

My commission expires: _____





STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

	07/30/2025
Signature of Authorized Representative	Date
Robert P. Elliott, President	615-329-4944 relliott@stansellelectric.com
Printed Name	Phone Number / Email Address



STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- ☐ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☐ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☒ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☐ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	07/30/2025
Signature of Authorized Representative	Date
Robert P. Elliott, President	615-329-4944 relliott@stansellelectric.com
Printed Name	Phone Number / Email Address

☐ I am unable to certify to the above statements. Explanation is attached.



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

☒ No Federal 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.

☐ If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

☐ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	07/30/2025
Signature of Authorized Representative	Date
Robert P. Elliott, President	615-329-4944 relliott@stansellelectric.com
Printed Name and Title	Phone Number / Email Address

Owner's Ethnicity and Gender of Contracts and Sub-Contractors

Ethnicity	Male	Female
Black/African American	22	3
American Indian and Alaskan Native	0	0
Asian	2	0
Caucasian	235	25
Hispanic	12	0
Native Hawaiian/Other Pacific Islander	0	0
Other (Please Specify) Two or more races	2	0

Name of **Stansell Electric Company, Inc.**
Company _____

Owner's **James N. Stansell, Jr., David P. Stansell, James T. Stansell, Robert P. Elliott,**
Name **Bobby G. Gaines, Matthew C. Smith, Jonathan A. White, Christopher Knopf** _____

Type of
Business **S-Corporation** _____



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	2026-11
CONTRACTOR LEGAL ENTITY NAME:	Stansell Electric Company, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	0000090113

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Robert P. Elliott, President

PRINTED NAME AND TITLE OF SIGNATORY

07/30/2025

DATE

TITLE VI ASSURANCE

As required by the contractual agreement, Stansell Electric Company, Inc. will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs.

Stansell Electric Company, Inc. assures that no person shall on the grounds of race, color, or national origin, as provided by **Title VI of the Civil Rights Act of 1964** and as amended, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

Stansell Electric Company, Inc. further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

Stansell Electric Company, Inc. will also encourage interested certified Disadvantaged Business Enterprise (DBE) firms, as well as other minority-owned and women-owned, to work as subcontractors.

Declaration of Administrative Head

I declare that I have reviewed and approved the information provided in this assessment and to the best of my knowledge and believe it is true, correct, and complete.



Administrative Head
Robert P. Elliott, President

07/30/2025

Date

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of (Company Name Stansell Electric Company, Inc.) not to discriminate against any applicant for employment, or present employee, because of race, color, religion, national origin, age, sex, disability, or veteran status.

(Company Name Stansell Electric Company, Inc.) will take affirmative action to ensure that the Equal Employment Opportunity/Affirmative Action Policy (EEO /AA) is implemented with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, termination, transfer, upgrade, working conditions and selection for training to include apprenticeship, pre- apprenticeship and on-the-job training.

(Company Name Stansell Electric Company, Inc.) will continue to make it understood to the employment sources/agencies with which it deals, and in employment opportunity announcements/ads, the above mentioned EEO/AA Policy and that all of the company's employment decisions are based on individual merit only.

All current employees of (Company Name Stansell Electric Company, Inc.) are requested to encourage qualified disabled persons, minorities, females, special disabled veterans, and Vietnam Era veterans to apply for employment, on-the-job training or for union apprenticeship.

It is the policy of (Company Name Stansell Electric Company, Inc.) to satisfy reasonable special accommodations for qualified disabled individuals. It is the policy of (Company Name) that all company activities, facilities, and job sites are non-segregated. Separate or single-user toilet and changing facilities are provided for privacy between genders. Disabled parking spaces may be assigned to accommodate accessibility needs.

It is the policy of (Company Name Stansell Electric Company, Inc.) to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to your supervisor or the Company EEO Officer identified below:

EEO Officer Name: Jonathan A. White Address/Office _____

Location: 860 Visco Drive Nashville, TN 37210 Telephone # 615-329-4944



(Signature of Company Head)
Robert P. Elliott, President

07/30/2025

(Date)

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer

Subject: Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Design of Campbell Station Road/Jamestowne Boulevard Intersection Improvements

Introduction & Background:

The purpose of this item is approval of a professional services agreement with Cannon & Cannon, Inc. for design of improvements to include a traffic signal, curb ramps and cross walks at the intersection of Campbell Station Road and Jamestowne Boulevard (see map). A traffic signal will provide eastbound motorists on Jamestowne Boulevard with better opportunities to enter Campbell Station Road while creating gaps in northbound traffic that will allow easier access at Eddie Courtney Lane and Sonja Drive. The signal will be connected to our ATMS and will be timed to coordinate with our existing signal infrastructure. Cannon & Cannon anticipates submission of final construction plans to the Town by January 31, 2026.

Discussion & Recommendations:

We have attached a copy of Cannon & Cannon's proposal to provide engineering services to design the intersection improvements for a lump sum fee of \$50,735.00.

Financial Section

Account Number: 310-43100-9411

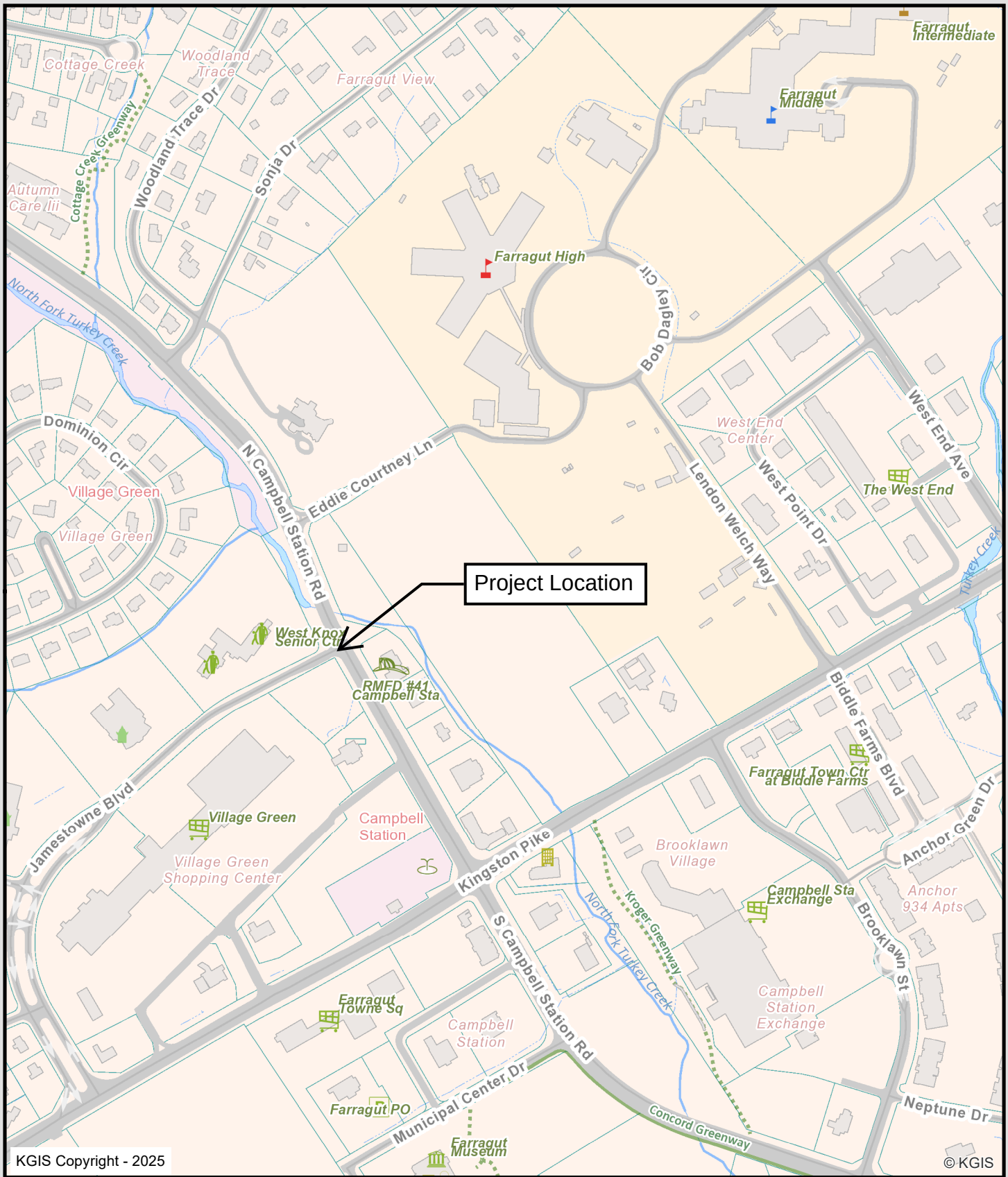
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$700,000	\$50,735.00	\$0	\$649,265

Approved By: A. Myers

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: To approve Professional Services Agreement with Cannon & Cannon for the design of improvements at the intersection of Campbell Station Road and Jamestowne Boulevard, for lump sum

fee of \$50,735.00.



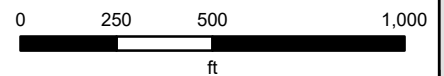
KGIS Copyright - 2025

Map Campbell Station at Jamestowne

Knoxville - Knox County - KUB Geographic Information System



Printed: 7/31/2025 at 2:43:01 PM



KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and **Cannon & Cannon, Inc.**(“Contractor”) for professional services for the assignment described as follows:

Project: Campbell Station Road at Jamestowne Boulevard Traffic Signal Design

Location: Campbell Station Road at Jamestowne Boulevard

Description of Project: Design a new traffic signal at the intersection of Campbell Station Road at Jamestowne Boulevard.

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

See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$50,735.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Town Administrator and shall submit final construction plans to the Town by January 31, 2026. Upon submittal of final construction plans, contractor will have outstanding Construction Phase services that will go through the duration of construction.

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

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Town Administrator before Client is bound.

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

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

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

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

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the

contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Cannon & Cannon, Inc.

By: Brian J Haas

Printed
Name: Brian J. Haas, P.E. PTOE

Title: Transportation Division Leader

Date: July 28, 2025



July 28, 2025

Mr. Darryl Smith, P.E.
Town of Farragut
Town Engineer
11408 Municipal Center Drive
Farragut, TN 37934

RE: Proposal for Traffic Engineering Design Services
Campbell Station Road at Jamestowne Boulevard Traffic Signal

Dear Mr. Smith:

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to prepare this proposal to provide engineering services for the design of a traffic signal at the intersection of Campbell Station Road at Jamestowne Boulevard in Farragut, Tennessee. In accordance with your request, the following is a summary of our proposed scope of work, fee structure, and project schedule.

SCOPE OF WORK

Our understanding is that the Town of Farragut (the Town) desires to construct a new traffic signal at the intersection of Campbell Station Road at Jamestowne Boulevard. The Town has asked CCI to provide a proposal to prepare engineering design plans for the construction of said traffic signal. The scope of work will generally consist of traffic analyses to determine appropriate signal phasing and timing, survey and traffic signal design, and bid/construction phase assistance. The following is a detailed description of our proposed scope of services for this effort.

Task 1 – Project Management

This task will be performed throughout the life of the project and includes general project coordination with staff from the Town, invoicing, etc.



Task 2 – Traffic Analyses

CCI will collect an intersection turning movement count (TMC) for twelve (12) hours on a typical weekday to capture peak hour demand. Utilizing this data, CCI will perform an operational evaluation of the intersection for various forms of traffic signal phasing. With these evaluations, CCI will recommend the most appropriate signal phasing for the subject intersection. Additionally, CCI will develop both basic and coordinated timing settings such that the signal can be integrated within the existing coordinated signal system, which may include adjacent traffic signals along Campbell Station Road.

Task 3 – Traffic Signal Design

3.1 Field Survey

CCI will perform a formal field survey of the project intersection in order to obtain detailed topographic data, presence of utilities (along with utility owner information), and right-of-way / parcel lines (along with property owner information). Survey data will be obtained for a distance of approximately 200 feet along each leg of the intersection. If needed, this effort may also involve spot shots of potholes to obtain subsurface utility locations. Please note that the scope of work does not include expenses for potholing efforts.

3.2 Construction Review Design Plans

CCI will prepare construction review design plans for the proposed traffic signal. Anticipated plan sheets for this effort include:

- Title Sheet (with list of applicable standard drawings)
- Proposed Layout (showing curb ramps, crosswalks, stop bars, etc.)
- Proposed Signal Layout (including fiber interconnect to the existing signal system)
- Signal Operational Settings
- Miscellaneous Details
- Estimated Quantities
- Notes
- Utility Notes and Utility Contacts

CCI will submit a PDF of the Construction Review plans to the Town and to potentially affected utility providers for comment.

3.3 Final Construction Plans

CCI will incorporate comments from the Town and utility providers, as applicable, and will submit a PDF of the Final Construction plans, which will be sealed by a Professional Engineer. CCI will also prepare a final construction cost estimate that will be determined based on anticipated unit costs of calculated quantities.



Task 4 – Construction Services

4.1 Bid Phase Services

CCI will assist the Town during the construction bidding phase by preparing any required technical specifications to be included in the bid book, responding to prospective contractors' questions, and preparing plans revisions and bid addenda as needed.

4.2 Construction Administration

CCI will provide limited construction administration services to assist the Town and contractor when building the proposed improvements. These services will include the following as needed:

- Attendance at the preconstruction meeting
- Attendance at construction status meetings, as appropriate
- Review and respond to contractor requests for information
- Equipment submittal review
- Plans revisions due to unforeseen field conditions
- Field visits as requested by the Town

This scope of work does not include formal construction engineering and inspection (CEI), change order requests, quantity tracking, contractor payment request review or approval, etc.

FEE STRUCTURE

Based on our understanding of this project, the proposed budget for the scope of work described is **\$50,735.00**. CCI will invoice this amount on a lump sum basis, with monthly invoices to be issued in accordance with monthly estimates of percent completion of the project. Additional services that may become necessary beyond the project scope of work will be invoiced on an hourly basis at the then-current CCI standard hourly rates. In the unforeseen event the scope of work significantly changes requiring an amended budget, a revised proposal will be submitted for your approval prior to proceeding.

ADDITIONAL SERVICES

The following services are not included in this proposal and may require an amended budget:

- Attendance at public meetings or Board of Mayor and Aldermen meetings
- Roadway design, such as widening or additional turn lanes
- Utility relocation design
- Utility potholing expenses



- Right-of-way acquisition services
- Environmental testing or permitting services
- Attendance at a pre-bid meeting or bid opening
- Tabulation of bids or preparation of a recommendation of contract award
- Construction staking services
- Construction engineering and inspection (CEI)

PROJECT SCHEDULE

CCI will start work immediately upon authorization to proceed and will submit final construction plans to the Town by January 31, 2026, assuming the authorization to proceed is provided by August 31, 2025. This assumes the following schedule breakdown of project tasks:

- Project Management: September 2025 – March 2027
- Traffic Analyses: September 2025
- Field Survey: September 2025 – October 2025
- Construction Review Design Plans: November 2025
 - o Town/Utility Review: December 2025
- Final Construction Plans: January 2026
- Technical Specifications: January 2026
- Bid Phase Services: February 2026 – March 2026
- Construction Administration: April 2026 – March 2027

This proposal is valid for 90 days from the date this letter was sent for your review. The budget and timeframe for this proposal shall be renegotiated if it hasn't been signed within this period of time.

We look forward to working with you on this project. Please do not hesitate to contact us with any questions or if you require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Brian J. Haas".

Brian J. Haas, P.E., PTOE
Transportation Division Leader



SCHEDULE OF CHARGES – HOURLY RATE BASIS

PROJECT MANAGEMENT & DESIGN

Senior Project Manager.....	\$240.00 per hour
Project Manager.....	\$215.00 per hour
Senior Project Engineer.....	\$195.00 per hour
Project Engineer.....	\$180.00 per hour
Senior Engineering Designer.....	\$165.00 per hour
Engineering Designer.....	\$150.00 per hour
Project Technician II.....	\$130.00 per hour
Project Technician I	\$110.00 per hour

Rates for Principles and other Professionals/Experts provided upon request as specific project necessitates.

Unless otherwise noted in the Agreement; outside services contracted for a specific project, including but not limited to professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at reimbursable rate per Federal guidelines at time expense is incurred.
- Travel, living and per diem expenses for all personnel when required to be away from office in connection with the project will be evaluated on a project by project basis and provided for in the project contract.

Statements will be issued on a monthly basis and are due upon receipt.

Effective: January 2025

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Will Wiley, Public Works Director

Subject: Approval of Campbell Station Inn Change Order #1

Introduction & Background:

The purpose of this agenda item is to approve change order #1 for the Campbell Station Inn project.

Discussion & Recommendations:

The original scope of work for this project involved the interior renovation of Campbell Station Inn for \$683,060. Hickory Construction was awarded this contract.
Below are items that are included in the proposed change order.

- The Town requested to have all new data wiring in the building for computer usage, Wi-Fi, phones, and cameras (PCO 001).
- There was an unforeseen condition in the slab in the basement for the dumbwaiter footing (PCO 002).
- A necessary design revision emerged to make the hearth in room 102 structurally sound (PCO 003).
- There was a space conflict with the fire alarm and new wall for the downstairs restroom, so the panel was relocated (PCO 010).
- There was an unforeseen condition where the hardwood floor had termite damage, which was discovered after sanding them (PCO 013).

The total cost of these changes is \$52,278.54, with a scheduled increase of 27 days making the completion date 10-03-2025 and a remaining budget of \$14,661.46. Staff recommends approval.

Financial Section
Account Number: 310-46230-9610

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
----------------------------	--------------------------------	---------------------------------	--------------------------------

\$750,000 \$52,278.54 \$683,060 \$14,661.46
Approved by: A. Myers

Recommended By: Will Wiley, Public Works Director for approval.

Proposed Motion: Approve Hickory Construction's Campbell Station Inn Change Order #1 in the amount of \$52,278.54; new contract sum \$735,338.54.

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Campbell Station Inn Renovation and
Adaptive Reuse Phase 4 - Interior
Renovation & Finishes
11401 Kingston Pike, Farragut, TN 37934

CONTRACT INFORMATION:
Contract For: Construction

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: 01-24-2025

Date: 08-04-2025

OWNER: *(Name and address)*
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

ARCHITECT: *(Name and address)*
Brewer Ingram Fuller Architects Inc.
Cherokee Mills 111 N Concord Street
Knoxville, TN 37919

CONTRACTOR: *(Name and address)*
Hickory Construction, Inc.
124 Kent Place
Alcoa, TN 37701

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO #001 CR_001 Low Voltage ADD Turn Key	\$22,610.28	Owner Request to Add Data Infrastructure
PCO #002 CR-002 Dumbwaiter Slab Dowels	\$1,022.18	Structural Adjustment due to Concealed Underslab Condition
PCO #003 CR-003 New Hearth-Room 102	\$5,671.97	Structural Replacement due to Concealed Deterioration
PCO #010 CR-004 Relocate Fire Alarm	\$1,260.11	Strobe Relocation due to New Ceiling Bulkhead
PCO #013 CR-005 Additional Wood Flooring	\$21,714.00	Replacement due to Concealed Damage
Total Change Order #001	\$52,278.54	

The original Contract Sum was	\$	683,060.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	683,060.00
The Contract Sum will be increased by this Change Order in the amount of	\$	52,278.54
The new Contract Sum including this Change Order will be	\$	735,338.54

The Contract Time will be increased by Twenty-Seven (27) days.
The new date of ~~Substantial~~ Completion will be 10-03-2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.



ARCHITECT *(Signature)*

BY: Lee Ingram, AIA, LEED AP,
President

*(Printed name, title, and license
number if required)*

08/04/2025

Date



CONTRACTOR *(Signature)*

BY: Jason Yeary, Project Manager

(Printed name and title)

08/04/2025

Date

OWNER *(Signature)*

BY: Ron Williams, Mayor

(Printed name and title)

Date



PCO #001

Hickory Construction Inc.
124 Kent Place
Alcoa, Tennessee 37701
Phone: +18659837856

Project: C25-034.01 - Campbell Station Inn Interior Renovations
11409 Kingston Pike
Farragut, Tennessee 37934

Prime Contract Potential Change Order #001: CR-001 Low Voltage ADD (AHE) Turn Key

TO:	FROM:
PCO NUMBER/REVISION: 001 / 0	CONTRACT: C25-034.01 - Campbell Station Inn-Interior Restoration
REQUEST RECEIVED FROM:	CREATED BY: Joyce McMillan (Hickory Construction Inc.)
STATUS: Pending - In Review	CREATED DATE: 6/9/2025
REFERENCE:	PRIME CONTRACT CHANGE ORDER: None
FIELD CHANGE: No	
LOCATION:	ACCOUNTING METHOD: Amount Based
SCHEDULE IMPACT:	PAID IN FULL: No
EXECUTED: No	SIGNED CHANGE ORDER RECEIVED DATE:
	TOTAL AMOUNT: \$22,610.28

POTENTIAL CHANGE ORDER TITLE: CR-001 Low Voltage ADD (AHE) Turn Key

CHANGE REASON: Customer Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CR-001 Low Voltage Add (AHE) Turn Key

The Town of Farragut has requested Hickory provide Low Voltage work, including:

- Add new and change existing floor boxes on 2nd floor to Legrande Model 863DPCOM series, with dual service kits for power and communication
- Install CAT6e cabling per owner markup
- Terminate, Test, and Label each Cat6e cable
- Provide a 48-port patch panel to be installed in owner provided rack
- Additional drywall repair for chases
- Additional general conditions for schedule adjustment to allow work to be performed. (3 Days)

Note: Owner to provide active IT equipment and IT Rack

ATTACHMENTS:

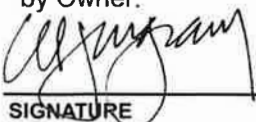
[16- AHE Quote for LV Floor Box Change Order w breakdown 060925.pdf](#)

#	Budget Code	Description	Amount
1	C25-034.01-CR-001.9-200.SUB CR-001 Low Voltage Work.Fram/Plstr/Dryw/ACU.Subcontractor	Drywall Repair	\$1,600.00
2	C25-034.01-CR-001.1-200.MAT CR-001 Low Voltage Work.Temp Facil./Cleaning.Material	Temporary Protection	\$125.00
3	C25-034.01-CR-001.1-400.LAB CR-001 Low Voltage Work.Quality Control.Labor	Extended Duration	\$2,368.00
4	C25-034.01-CR-001.16-100.SUB CR-001 Low Voltage Work.Electrical.Subcontractor	Floor Box Installation & Materials	\$4,812.75
5	C25-034.01-CR-001.16-100.SUB CR-001 Low Voltage Work.Electrical.Subcontractor	Cat 6 Communications Cabling Materials: Includes wall mounted rack & Patch panel	\$2,377.60



#	Budget Code	Description	Amount
6	C25-034.01-CR-001.16-100.SUB CR-001 Low Voltage Work.Electrical.Subcontractor	Installation Labor	\$8,292.65
Subtotal:			\$19,576.00
OH&P (10.00%):			\$1,957.60
OH&P (5.00%):			\$1,076.68
Grand Total:			\$22,610.28

Data scope determined and approved
by Owner.


SIGNATURE 7-3-2025 DATE


SIGNATURE 7/10/25 DATE


SIGNATURE 7/11/25 DATE

AHE - EC, INC.

Allen H. Edmondson Electrical Contractor, Inc.
7313 Central Avenue Pike
Powell, Tennessee 37849
Voice: (865)938-5299 Fax:(865)938-5200

To: Hickory Construction Inc.
Attn: Jason Yeary
jyeary@hickoryconstruction.com

From: B.J. Best

Subject: Campbell Station Inn
Floor Box Change Order Proposal

Date: June 9, 2025

Provide all Materials and Labor for a complete electrical installation on the following scope:

Add new and change existing floor boxes on 2nd floor to Legrande
Model 863DPCOM series with dual service kits for power and
communication. Install a CAT6e cabling per owner markup attached.
Terminate, Test, and Label each Cat6e cable.
Provide a 48 port patch panel to be installed in owner provided rack.
*Note: Owner to provide active IT equipment and IT Rack.

Total: \$15,483.00

AHE - EC, INC.

Allen H. Edmondson Electrical Contractor, Inc.
7313 Central Avenue Pike
Powell, Tennessee 37849
Voice: (865)938-5299 Fax:(865)938-5200

To: Hickory Construction Inc.
Attn: Jason Yeary
jyeary@hickoryconstruction.com

From: B.J. Best

Subject: Campbell Station Inn
Floor Box Change Order Proposal

Date: June 9, 2025

Floor Box Installation & Materials: \$ 4,812.75

Cat 6 Communications Cabling Materials: \$ 2,377.60

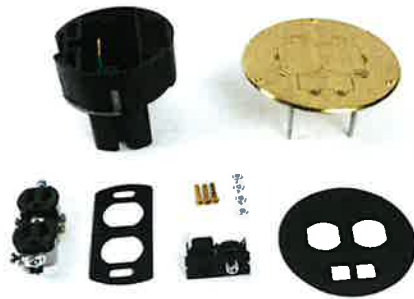
Includes Wall Mounted Rack & Patch Panel

Installation Labor: \$ 8,292.65

Total: \$ 15,483.00



Wiremold
863DPCOM Series Dual Service Floor Box Kit
Part No. 863DPCOM



Includes round PVC floor box, one 15A, 125V tamper-resistant duplex receptacle, one coax F connector, one RJ45 Category 5e connector, and brass duplex opening cover plate with two flip lids.

SHOP DRAWING REVIEW
REVIEW IS FOR COMPLIANCE
WITH CONTRACT DOCUMENTS
NO RESPONSIBILITY IS ASSUMED FOR
CORRECTNESS OF DIMENSIONS OR DETAILS

NO EXCEPTIONS TAKEN ☒
MAKE CORRECTIONS NOTED _____
AMEND & RESUBMIT _____
REJECTED - SEE REMARKS _____

VREELAND ENGINEERS INCORPORATED

Date 7-2-25 By Aaron Love

Features & Benefits

Includes round PVC floor box, one 15A, 125V tamper-resistant duplex receptacle, one coax F connector, one RJ45 Category 5e connector, and brass duplex opening cover plate with two flip lids.

Specifications

General Info

Product Line	Wiremold	UPC Number	786564054771
Country Of Origin	China	Construction	Not Assembled
Cover Style	Surface	Cover Material	Brass
Application Sector	Commercial, Residential	Standard	cULus Listed Nonmetallic Outlet Boxes: File E110748 Guide QCMZ. Meets Article 314.27(C) of NEC.
Warranty Type	1-Year from Installation or 2-Years from Day of Sale	Type	Floor Box

Dimensions

Product Width US	5.75 in	Product Weight US	2.19 lb
Product Depth US	5.75 in	Product Height US	4.0 in

Listing Agencies / 3rd Party Agencies

cULus ListingNumber E110748

cULus Listed Yes

Additional Information

RoHS Compliant Yes

Technical Information

Floor Type Concrete, Wood

Service Capacity Dual

Box Capacity 2 Gangs

Cable Entry Through Floor

Number of Outlets 2

Depth Behind Device Plates 3.5 in

**PCO #002**

Hickory Construction Inc.
124 Kent Place
Alcoa, Tennessee 37701
Phone: +18659837856

Project: C25-034.01 - Campbell Station Inn Interior Renovations
11409 Kingston Pike
Farragut, Tennessee 37934

Prime Contract Potential Change Order #002: CR-002 Dumbwaiter Slab Dowels

TO:		FROM:	
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	C25-034.01 - Campbell Station Inn-Interior Restoration
REQUEST RECEIVED FROM:		CREATED BY:	Joyce McMillan (Hickory Construction Inc.)
STATUS:	Pending - In Review	CREATED DATE:	5/1/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$1,022.18

POTENTIAL CHANGE ORDER TITLE: CR-002 Dumbwaiter Slab Dowels

CHANGE REASON: Design Development / Changes

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CR-002 Dumbwaiter Slab Dowels

Per RFI #2 Dumbwaiter Slab Dowels response the attached detail is requiring excavation under edge of existing slab. Minimum of (3) Smooth dowels on all (4) sides and vapor barrier to be placed underneath.

ATTACHMENTS:

[original-9D3ADF21-2DC5-4771-A36F-52CA567615B7.jpeg](#)

#	Budget Code	Description	Amount
1	C25-034.01-CR-002.3-300.SUB CR-002 Dumbwaiter Slab Dowels.Concrete.Subcontractor	Concrete	\$700.00
2	C25-034.01-CR-002.1-200.EQU CR-002 Dumbwaiter Slab Dowels.Temp Facil./Cleaning.Equipment	Dump and Haul Off (Prorated)	\$185.00
Subtotal:			\$885.00
OH (10.00%):			\$88.50
P (5.00%):			\$48.68
Grand Total:			\$1,022.18


SIGNATURE

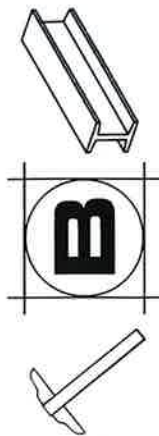
6-30-2025
DATE


SIGNATURE

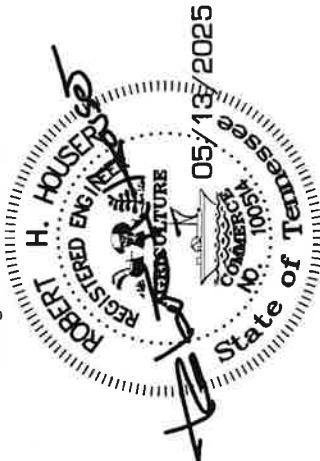
7/1/25
DATE


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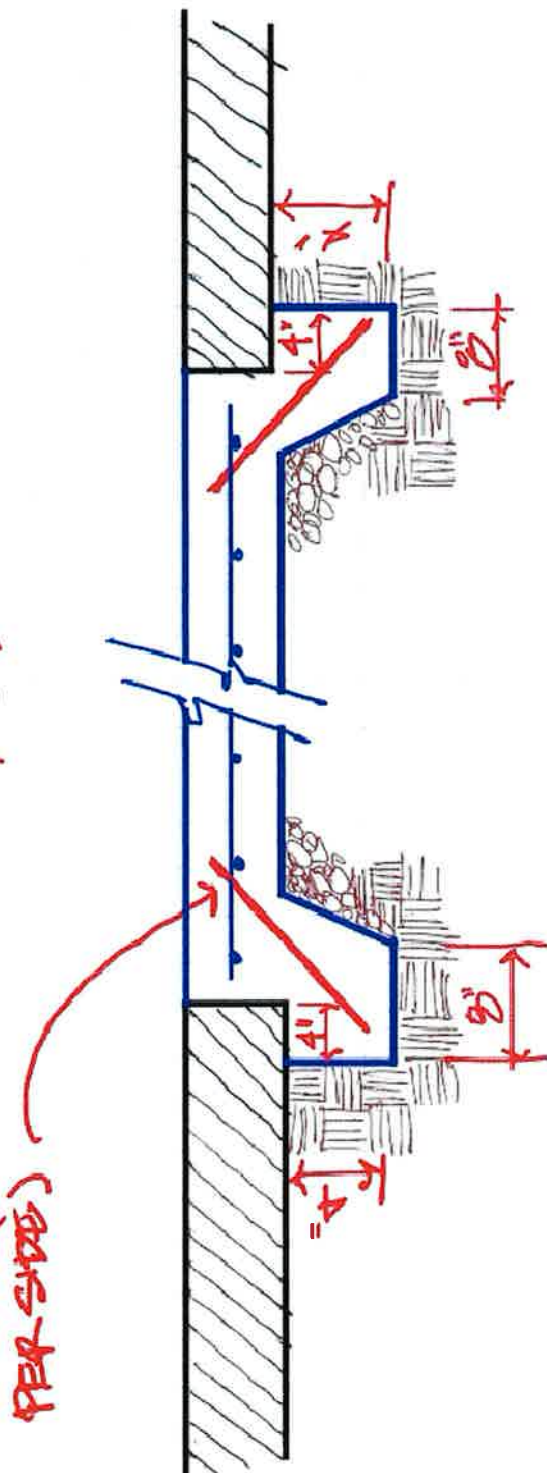
7/3/25
DATE



Bender & Associates
structural engineers, llc
Serving Knoxville since 1983



EXCAVATE UNDER EDGE OF
EXIST SLAB AS SHOWN -
USE SMOOTH DONELS AS SHOWN
ON ALL (4) SIDES - (MIN. OF (3)
PER SIDE)



ALT. DUMBWALTER DETAIL

CAMPBELL STATION INN, FARRAGUT, TN



Hickory Construction Inc.
124 Kent Place
Alcoa, Tennessee 37701
Phone: +18659837856

Project: C25-034.01 - Campbell Station Inn Interior Renovations
11409 Kingston Pike
Farragut, Tennessee 37934

Prime Contract Potential Change Order #003: CR-003 New Hearth Room 102

TO:		FROM:	
PCO NUMBER/REVISION:	003 / 0	CONTRACT:	C25-034.01 - Campbell Station Inn-Interior Restoration
REQUEST RECEIVED FROM:		CREATED BY:	Joyce McMillan (Hickory Construction Inc.)
STATUS:	Pending - In Review	CREATED DATE:	5/20/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$5,671.97

POTENTIAL CHANGE ORDER TITLE: CR-003 New Hearth Room 102

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CR-003 New Hearth Room 102

The following change order includes the following scope of work:

Wasco work scope break down (Includes)

1. Demolition and dispose of the existing hearth
2. Add structural reinforcement (Design by others).
3. Install new pan
4. Pour new concrete / base for hearth
5. Install new brick to match room 107 hearth

GC to include protective materials for demolition and pour back.

GC to include additional supervision and quality control for latest heart scope of work

No trim included (Picture Framing) of hearth included.

ATTACHMENTS:

[04-Wasco CO#1 Proposal 062025 Rm 102 Hearth Replacement.pdf](#)

#	Budget Code	Description	Amount
1	C25-034.01-CR-003.4-100.SUB CR-003 Hearth Repair Room 102.Masonry.Subcontractor	Wasco Scope of Work	\$4,574.00
2	C25-034.01-CR-003.1-400.LAB CR-003 Hearth Repair Room 102.Quality Control.Labor	GC's/Quality Control	\$255.00

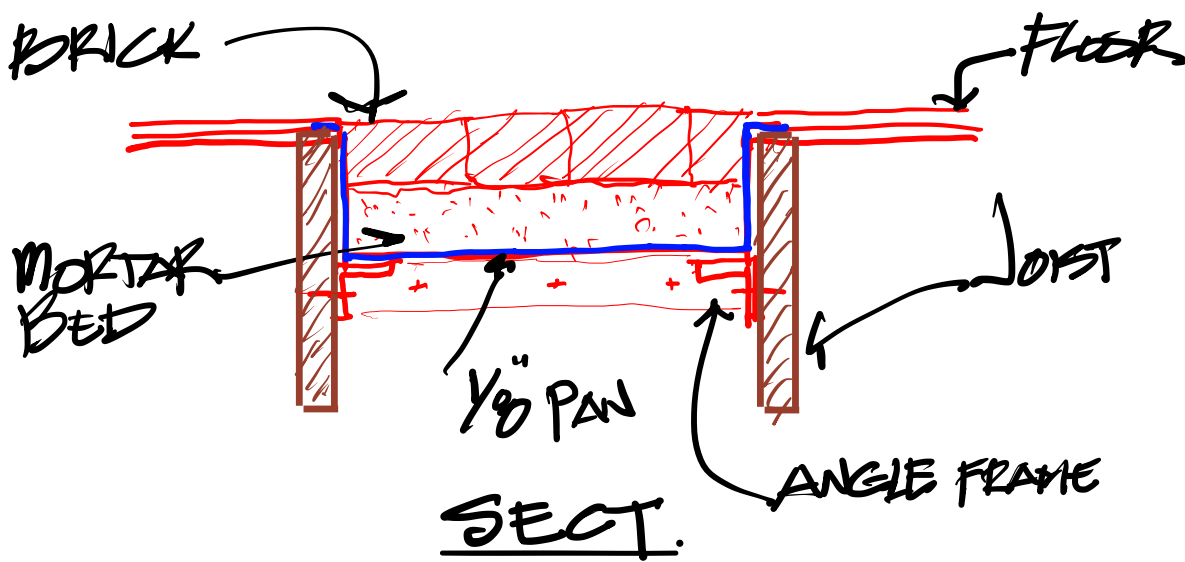
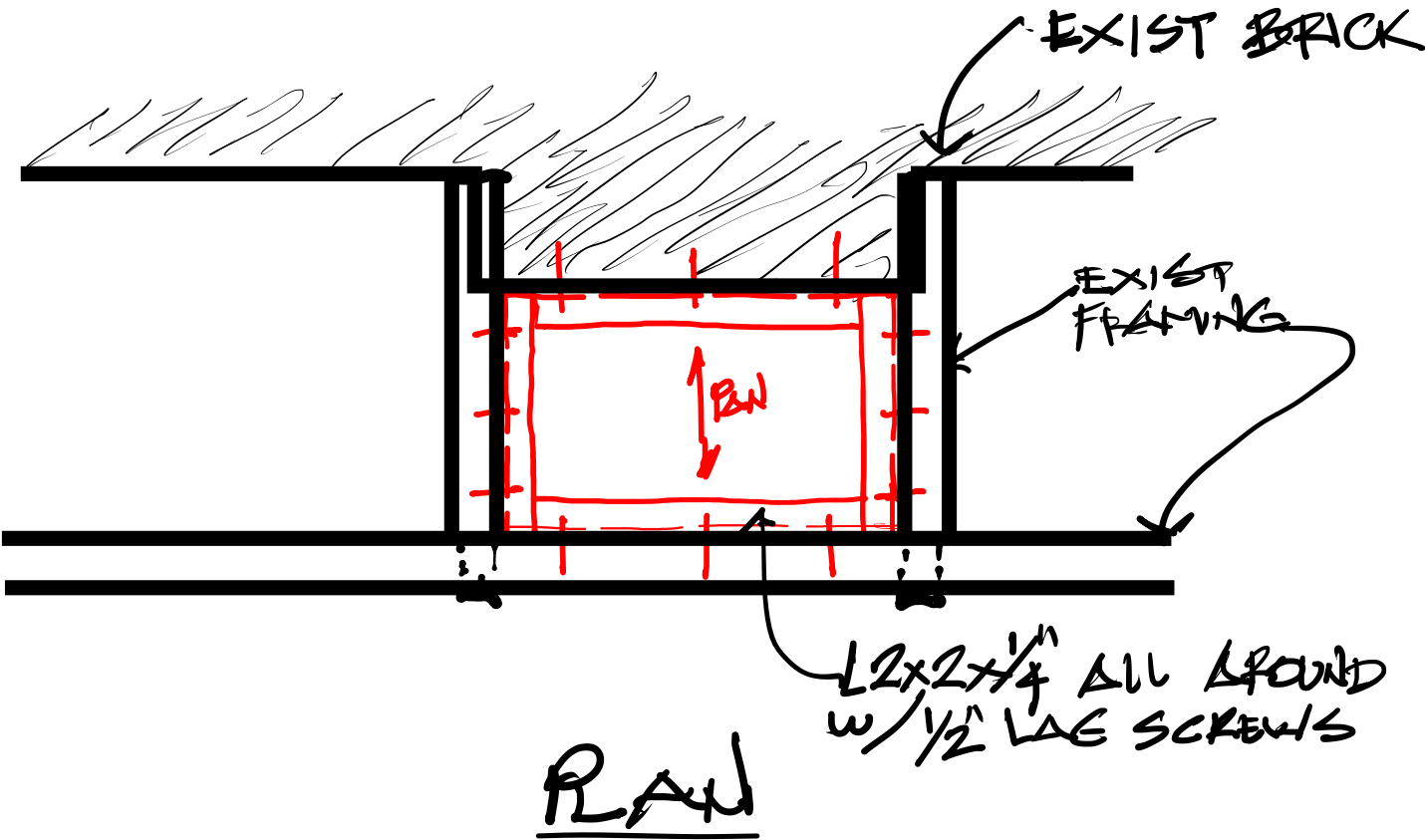


#	Budget Code	Description	Amount
3	C25-034.01-CR-003.1-200.MAT CR-003 Hearth Repair Room 102.Temp Facil./Cleaning.Material	Protective Material	\$81.80
Subtotal:			\$4,910.80
OH&P (10.00%):			\$491.08
OH&P (5.00%):			\$270.09
Grand Total:			\$5,671.97

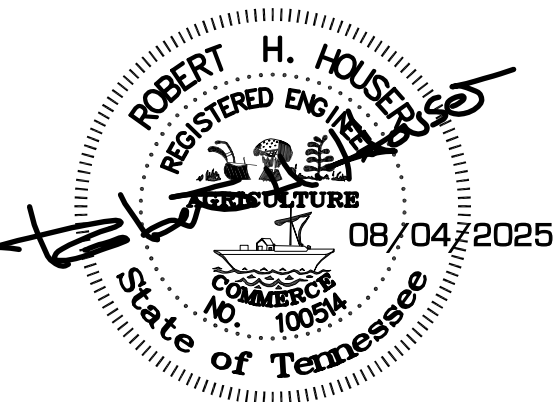
Jason Geary 8/1/25
SIGNATURE DATE

[Signature] 8-4-2025
SIGNATURE DATE

SIGNATURE DATE



HEARTH REPAIRS - CAMPBELL STATION INN
FARRAGUT, TN





PCO #010

Hickory Construction Inc.
124 Kent Place
Alcoa, Tennessee 37701
Phone: +18659837856

Project: C25-034.01 - Campbell Station Inn Interior Renovations
11409 Kingston Pike
Farragut, Tennessee 37934

Prime Contract Potential Change Order #010: CR-004 Relocate Fire Alarm

TO:		FROM:	
PCO NUMBER/REVISION:	010 / 0	CONTRACT:	C25-034.01 - Campbell Station Inn-Interior Restoration
REQUEST RECEIVED FROM:		CREATED BY:	Joyce McMillan (Hickory Construction Inc.)
STATUS:	Pending - In Review	CREATED DATE:	8/1/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$1,260.11

POTENTIAL CHANGE ORDER TITLE: CR-004 Relocate Fire Alarm

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CR-004 Relocate Fire Alarm

Existing Fire Strobe located in the corner of the dumbwaiter shaft wall needed to be relocated into the new restroom.

- Building Systems Technology relocated the fire strobe
- Supervision, demolition and drywall repair/refinish at ceiling

ATTACHMENTS:

[Building Systems Technology, IN00133486 .pdf](#)

#	Budget Code	Description	Amount
1	C25-034.01-CR-004.15-300.SUB CR-004 Relocate Fire Alarm.Fire Protection.Subcontractor	Relocate fire strobe	\$661.00
2	C25-034.01-CR-001.1-400.LAB CR-001 Low Voltage Work.Quality Control.Labor	1 hour HCI Supervision	\$85.00
3	C25-034.01-CR-004.2-200.LAB CR-004 Relocate Fire Alarm.Demolition.Labor	1 hour Demolition Labor	\$65.00
4	C25-034.01-CR-004.9-200.LAB CR-004 Relocate Fire Alarm.Fram/Plstr/Drywl/ACU.Labor	Drywall Repair/Refinish at ceiling	\$280.00
Subtotal:			\$1,091.00
OH&P (10.00%):			\$109.10
OH&P (5.00%):			\$60.01
Grand Total:			\$1,260.11



PCO #010

Jason Geary 8/1/25
SIGNATURE DATE

[Signature] 8-4-2025
SIGNATURE DATE

SIGNATURE DATE



A DIVISION OF EAGLE FIRE INC.

Building Systems Technology,
A Division of Eagle Fire
1310 Centerpoint Boulevard
Knoxville, TN 37932

INVOICE NUMBER: IN00133486

INVOICE DATE:	07/07/2025
PAYMENT TERMS:	Net 30
PURCHASE ORDER NO.:	
CALL ACTION NO.:	

BILL TO:
Hickory Construction, Inc. 124 Kent Place Alcoa, TN 37701

WORKSITE ADDRESS:
Campbell Station Inn 11409 Kingston Pike Farragut, TN 37934

Please remit payment to: Eagle Fire Inc., PO Box 96151, Charlotte, NC 28296-6151 Correspondence to: AR@Eaglefire.com
If sending via Overnight delivery (ie. UPS, Fedex, etc.): Eagle Fire Inc, Attn: Loop Communications/Box 96151, 6125 Lakeview Rd, Suite 800,
Charlotte, NC, 28269

WORKSITE ID / SOLD TO ID:		27472 / 16291
SERVICE TICKET NO.:		ST00136556
INSPECTION CONTRACT NO.:		
JOB ID:		SER0000008009
SERVICE DATE COMPLETED:		06/27/2025
TECHNICIAN(S):		Mark Sexton,Howard Ivey
LINE	QTY.	ITEM DESCRIPTION

1	1	Labor- FirstHourCharge- Crew-Service- Alarm	Hourly Labor-FirstHourCharge-Crew-Service-Alarm
---	---	--	---

NOTES

Remarks: Service requested by Jason Yeary jyeary@hickoryconstruction.com 865.410.3044 Relocated strobe due to remodeling as requested.

A finance charge of one and half percent (1.5%) per month shall accrue on any past due transactions, which is an annual percentage rate of eighteen percent (18%).

Invoice paid by credit card will be subject to a processing fee of three percent (3%).

Disputes or corrections must be reported within 30 days of the invoice date in order to be considered. Contact us at AR@eaglefire.com

BILLING AMOUNT:	\$661.00
SUBTOTAL:	\$661.00
OTHER:	\$0.00
TOTAL TAX:	\$0.00
TOTAL AMOUNT DUE:	\$661.00

Please reference the Invoice Number with your payment.

Corporate Office:

Building Systems Technology, A Division of Eagle Fire Inc. • 7459 Whitepine Road • Richmond, VA 23237 • 804.743.2500
24-Hour Emergency Service • Toll Free: 800.628.FIRE (3473) • www.eaglefire.com

Invoice
EFI 441.00
Issued 08.14.2020

Page 1 of 2
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Page 134 of 161

LINE	QTY.	ITEM	DESCRIPTION
2	1	Labor-Crew- Service-Alarm	Hourly Labor-Crew-Service-Alarm

Corporate Office:

Building Systems Technology, A Division of Eagle Fire Inc. • 7459 Whitepine Road • Richmond, VA 23237 • 804.743.2500
24-Hour Emergency Service • Toll Free: 800.628.FIRE (3473) • www.eaglefire.com

Invoice
EPI 441.00
Issued 06.14.2020

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Hickory Construction Inc.
124 Kent Place
Alcoa, Tennessee 37701
Phone: +18659837856

Project: C25-034.01 - Campbell Station Inn Interior Renovations
11409 Kingston Pike
Farragut, Tennessee 37934

Prime Contract Potential Change Order #013: CR-005 Add'l Wood Flooring

TO:		FROM:	
PCO NUMBER/REVISION:	013 / 0	CONTRACT:	C25-034.01 - Campbell Station Inn-Interior Restoration
REQUEST RECEIVED FROM:		CREATED BY:	Joyce McMillan (Hickory Construction Inc.)
STATUS:	Pending - In Review	CREATED DATE:	7/29/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$21,714.00

POTENTIAL CHANGE ORDER TITLE: CR-005 Add'l Wood Flooring

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CR-005 Add'l Wood Flooring

- Additional Antique Heart Pine T&G material and installation
- HCI General Conditions:
 - 55 Hours of additional on site supervision \$4,675.00
 - 15 Hours of PM \$1,455.00
 - 5 Hours of PC \$290.00
 - 12 Hours of Labor Cleanup and Protection Install and Removal \$ 720.00
 - Dumpster / Dump Fee \$ 615.00
- - Protective Products: to include Barricading / Covering products for this area during demolition and applying tung oil at the new flooring as the adjacent spaces would be completed.
- Requested extension to the schedule to 10-3-25 due to lead time on the flooring.

ATTACHMENTS:

[09 - Home Choice CO Additional Hardwood.pdf](#)

#	Budget Code	Description	Amount
1	C25-034.01-CR-005.9-500.SUB CR-005 Add'l Wood Flooring.Wood Flooring.Subcontractor	200 LF Antique Pie T&G	\$6,732.00
2	C25-034.01-CR-005.9-500.SUB CR-005 Add'l Wood Flooring.Wood Flooring.Subcontractor	Labor for installation	\$3,281.25
3	C25-034.01-CR-005.9-500.SUB CR-005 Add'l Wood Flooring.Wood Flooring.Subcontractor	Freight cost	\$686.75
4	C25-034.01-CR-005.1-400.LAB CR-005 Add'l Wood Flooring.Quality Control.Labor	General Conditions	\$7,755.00



#	Budget Code	Description	Amount
5	C25-034.01-CR-005.1-200.MAT CR-005 Add'l Wood Flooring.Temp Facil./Cleaning.Material	Protective Products	\$345.00
Subtotal:			\$18,800.00
OH&P (10.00%):			\$1,880.00
OH&P (5.00%):			\$1,034.00
Grand Total:			\$21,714.00

Jason Geary 8/1/25
SIGNATURE DATE

[Signature] 8-4-2025
SIGNATURE DATE

SIGNATURE DATE



HOMECHOICE
4201 W. Martin Mill Pike
KNOXVILLE, TENNESSEE 37920
Telephone: 865-357-7007

BID

Sold To	Project
Hickory Construction	Campbell Station Inn CO- Additional Hardwood

Estimate Date				
7/8/2025				
Description	Quantity	UOM	Price	Total
Antique Heart Pine T & G	200.00	LF	33.66	6,732.00
Hardwood Labor	175.00	LF	18.75	3,281.25
Hardwood Freight	1.00	EA	686.75	686.75
			TOTAL	10,700.00

Sales Representative: Tom Wiklund

Notes
PRICE IS GOOD FOR 60 DAYS

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Will Wiley, Public Works Director

Subject: Approval of purchase of a 4-Ton Hotbox Trailer with accessories from Sourcewell Co-op Contract number #080521-KMI

Introduction & Background: The purpose of this agenda item is to approve the purchase of a KM 8000TEDD 4-Ton Hotbox Trailer for the Public Works Department.

Discussion & Recommendations: Staff used the Sourcewell cooperative purchasing program to obtain pricing for an asphalt hotbox unit for the Public Works. This equipment will increase the Public Works team's ability to quickly address potholes or similar pavement concerns with in-house, permanent repair options. This equipment is included in the Street Aid Fund with a budgeted amount of \$75,000. Sourcewell is an approved procurement method that leverages pre-qualified competitive bids.

On August 4, 2025, the Public Works Department received a quote from Infrastructure Solutions Group, Inc. for a KM 8000TEDD 4-Ton Hotbox Trailer with accessories, totaling \$70,416.00, coming in \$4,584.00 under budget.

Financial Section

Account Number:121-43100-9000

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$75,000	\$70,416	\$0	\$4,584

Approved By: A. Myers

Recommended By: Will Wiley, Public Works Director for approval.

Proposed Motion: To approve the purchase of a KM 8000TEDD 4-Ton Hotbox Trailer with accessories from Sourcewell Co-op Contract number #080521-KMI in the amount of \$70,416.00.



KMI - 8000TEDD - Farragut, Town of

Farragut, Town of, Stormwater

11408 Municipal Center Drive
Farragut, Tennessee 37934
United States

Infrastructure Solutions Group, Inc.

505 East Plaza Drive

Mooresville, NC 28115

(704) 833-8048

Will Wiley

wwiley@townoffarragut.org
+18652187750

Prepared by: David

Territory Manager
david@weareisg.com
+18646086387

Reference: 20250804-112548622
Quote created: August 4, 2025
Quote expires: September 3, 2025

Total **\$70,416.00**

EQUIPMENT & SERVICES	QUANTITY	PRICE
KM 8000TEDD 4-Ton Hotbox Trailer	1	\$33,525.00
Lithium Ion Battery	1	\$1,200.00
Solvent Tank (7 GAL.)	1	\$470.00
Tool Rack - Mounted	1	\$370.00
Spare Tire - Mountec	1	\$655.00
Hoist (12V)	1	\$3,515.00
Hand Torch	1	\$1,940.00
Extended Trailer for options	1	\$635.00

EQUIPMENT & SERVICES	QUANTITY	PRICE
Mounted Deck for 2x18 Infrared	1	\$350.00
30-GAL Tack Tank	1	\$4,785.00
Spray Tack Unit w/ Hose Reel	1	\$4,690.00
Work Lights - Mounted	1	\$440.00
Strobe Light - Mounted	1	\$380.00
Light Bar - Directional	1	\$1,820.00
Rear Mounted Fender Strobes	1	\$830.00
2x18 Infrared - 22.75 Sq. Ft.	1	\$11,180.00
Tack Tank Skid Deck	1	\$585.00
SUMMARY		
One-time subtotal		\$67,370.00
Freight		\$2,250.00
PDI, Delivery & Training		\$796.00

Total	\$70,416.00
--------------	--------------------

Comments Sourcewell Account #89144 (Farragut)
--

Purchase terms Sourcewell Contract #080521-KMI







REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Will Wiley, Public Works Director

Subject: Approval of purchase of Bobcat UW56 (Toolcat) with accessories from Sourcewell Co-op Contract number #020223-CEC.

Introduction & Background: The purpose of this agenda item is to approve the purchase of a Bobcat UW56 (Toolcat) with accessories for the Public Works Department.

Discussion & Recommendations: Staff utilized the Sourcewell cooperative purchasing program to obtain pricing for a Bobcat UW56 (Toolcat) for the Public Works Division. This equipment is included in the Equipment Fund with a budgeted purchase amount of \$100,000. Sourcewell is an approved procurement method that uses pre-qualified competitive bids. On August 4, 2025, the Public Works Department received a quote from Doosan Bobcat North America, Inc. for a Bobcat UW56 (Toolcat) with accessories totaling \$92,328.54—\$7,671.46 under the budgeted amount.

Financial Section
Account Number: 314-43949-9490

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$100,000	\$92,328.54	\$0	\$7,671.46

Approved By: A. Myers

Recommended By: Will Wiley, Public Works Director for approval.

Proposed Motion: To approve the purchase of a Bobcat UW56 (Toolcat) with accessories from Sourcewell Co-op Contract number #020223-CEC in the amount of \$92,328.54.



Product Quotation
Quotation Number: **BM1334700**
Quote Sent Date: **Aug 04, 2025**
Expiration Date: **Sep 03, 2025**

Your Bobcat Contact
Brady Murdoff
Phone:
Email: brady.murdoff@doosan.com

Your Customer Contact

Deliver to
Town of Farragut
239 JAMESTOWNE BLVD
KNOXVILLE, TN, 37934-2727

Bobcat Dealer
Knoxville Powersports, Knoxville, TN
8814 KINGSTON PIKE
KNOXVILLE, TN, 37923
Will Wiley

Bill to
Town of Farragut
239 JAMESTOWNE BLVD
KNOXVILLE, TN, 37934-2727

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	56,406.00	56,406.00
Standard Equipment:				
Adjustable Vinyl Seats		Horsepower Management		
All-Wheel Steer		Roll Over Protective Structure (ROPS) . Meets Requirements of		
Automatically Activated Glow Plugs		SAE-J1040 & ISO 3471		
Auxiliary Hydraulics		Falling Object Protective Structure (FOPS) . Meets		
Variable Flow with dual direction detent		Requirements of SAE-J1043 & ISO3449, Level I		
Beverage Holders		Dome Light		
Bob-Tach		Hydraulic Dump Box		
Boom Float		Instrumentation: Standard 5" Display with Keyless Start, Engine		
Cargo Box Support		Temperature and Fuel Gauges, Hour meter, RPM and Warning		
Cruise Control		Indicators. Includes maintenance interval notification, fault		
Speed Management		display, job codes, quick start, and security lockouts.		
Enclosed Cab with HVAC		Joystick, Manually Controlled with Lift Arm Float		
Dual Port USB charger		Lift Arm Support		
Lower Engine Guard		Parking Brake, automatic		
Limited Slip Transaxle		Power Steering with Tilt Steering Wheel		
Engine and Hydraulic Monitor with Shutdown		Radiator Screen		
Front LED Work Lights		Rear Receiver Hitch		
Full-time Four-Wheel Drive		Seat Belts, Shoulder Harness		
		Spark Arrestor Muffler		
		Suspension, 4-wheel independent		
		Tires: 27 x 10.5-15 (8 ply), Lug Tread		
		Toolcat Interlock Control System (TICS)		
		Two-Speed Transmission		
		Machine Warranty: 12 Months, unlimited hours		
		Bobcat Engine Warranty: Additional 12 Months or total of 2000		
		hours after initial 12 month warranty		
Deluxe Road Package	M1225-P01-C01	1	2,275.00	2,275.00
<i>Included:</i> Deluxe Road Package includes:				
Backup Alarm, Turn Signals, Flashers, Tail				
Lights, Brake Lights, Rear view mirror, Side				
Mirrors, Horn, Rear work lights, and				
headlights				
Attachment Control	M1225-R08-C02	1	196.70	196.70
Heavy Duty Battery	M1225-R07-C02	1	80.50	80.50

High Flow Package	M1225-R03-C02	1	1,519.00	1,519.00
Interior Trim	M1225-A01-C04	1	158.20	158.20
Power Bob-Tach	M1225-R14-C03	1	885.50	885.50
Radio Option	M1225-R15-C02	1	415.10	415.10
Rear View Camera	M1225-R20-C01	1	275.80	275.80
Traction Control	M1225-R16-C02	1	487.20	487.20
Engine Block Heater	M1225-A01-C02	1	112.00	112.00
29 X 10.5 Trac Tire	M1225-R05-C04	1	503.30	503.30
68" Angle Broom	7337703	1	5,923.44	5,923.44
62" Heavy Duty Bucket	7272678	1	1,179.52	1,179.52
Bolt-On Cutting Edge, 62"	6718005	1	258.04	258.04
FC200 Flail Cutter	7101894	1	12,747.48	12,747.48
6K Severe Duty Pallet Fork Frame	46907101	1	734.92	734.92
48" 6K Severe Duty Pallet Fork Teeth	46907125	1	506.92	506.92
72" Snow Blade	6905156	1	2,824.01	2,824.01
Hose Assembly, 91 inch - Attachments Plus	7145549	1	84.17	84.17
Workgroup - Attachment Control Kit, 7-Pin	7439954	1	193.21	193.21
Total for Bobcat UW56				87,766.01
Quote Total - USD				87,766.01
Dealer P.D.I.				350.00
Tariff Surcharge				1,482.53
Freight Charges				1,400.00
Destination Charges				955.00
Dealer Assembly Charges				375.00
Quote Total - USD				92,328.54

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcwell Contract #020223-CEC

*Sourcwell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Doosan Bobcat North America, Inc. products may be subject up to 26% import/export tariffs. Should this occur, Doosan Bobcat North America, Inc. will pass on the tariff charge on all models, which includes base model, machine options, and consumables/spare parts. The tariff charge percentage range is from 1% to 26% and will be removed should the tariffs be lifted. The exact tariff will be determined by Doosan Bobcat North America, Inc. at the time of order and will not apply to freight or destination charges, sales tax, pre-delivery inspection, setup charges, document fees, transfer costs, finance fees, freight forwarding costs, insurance costs, environmental disposal costs, fuel charges, training, service plans/contracts, warranty escrow, or extended warranty coverage. Doosan Bobcat North America, Inc. reserves the right to apply a tariff charge greater than 26% if the government implementing the tariff imposes tariff rates that exceed 26%.

9

Customer acceptance:

Quotation Number:: **BM1334700**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____







REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Approval of Appointment to the Plumbing & Gas/Mechanical Examiners Board

**Introduction &
Background:**

The purpose of this agenda item is to appoint a member to the Plumbing & Gas/Mechanical Examiners Board.

**Discussion &
Recommendations:**

The Plumbing & Gas/Mechanical Examiners Board advises the Board of Mayor and Aldermen regarding the standards and procedures for the qualifications of applicants desiring a license as required by the Town's Licensing of Plumbing and Gas/Mechanical Contractors ordinance and approves applications of those requesting licensing. In addition, the board serves as the appeals body for property maintenance issues. Members serve a 3-year term. A copy of Town of Farragut Code of Ordinances, Section 105-366, Board of Plumbing and Gas/Mechanical Examiners, is included in this packet for reference.

Farragut resident John Patten has applied for the committee. He is a certified combination building inspector with Knox County and teaches training classes for the Tennessee Association of Plumbing, Heating, Cooling Contractors. Mr. Patten's application has been reviewed and qualified by the Town's Building Official. The staff recommends approval.

Recommended By:

Mark Shipley, Community Development Director for approval.

Proposed Motion:

To approve the appointment of John Patten to the Plumbing & Gas/Mechanical Examiners Board.



Town of Farragut Citizen Board/Committee Application

First Name	John
Last Name	Patten
Street Address	
City	Farragut
State	TN
Zip	37934
Primary Phone Number	
Alternate Phone	
E-mail	
Occupation	Knox County Building Inspector
Education	Associates Degree
Why would you like to serve on a Town of Farragut committee?	I am a resident of Farragut as well as a certified combination building inspector for Knox County. I have extensive experience with mechanical and plumbing inspections. I believe that my experience in the field and desire to serve my community makes me a good candidate for this position. I also offer codes training at PHCC (a plumbing and mechanical trade school) several times a year as a guest lecturer, free of charge.
Intro to Farragut Program Graduate?	No
Board or Commission of first choice:	Board of Plumbing & Gas/Mechanical Examiners
Board or Commission of second choice:	Board of Plumbing & Gas/Mechanical Examiners
Board or Commission of third choice:	Board of Plumbing & Gas/Mechanical Examiners
I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.	I Agree.

Signature

A handwritten signature in black ink, appearing to read "John M. Guss". The signature is written in a cursive style with a large, prominent "G".

Date

07/14/2025

Sec. 105-366. - Board of plumbing and gas/mechanical examiners.

(a) *Board membership.*

- (1) There is hereby established in the town a board of plumbing and gas/mechanical examiners, which shall consist of seven members. Such board shall be composed of one member holding a current and valid plumbing contractor license from the town and one member holding a current and valid gas/mechanical contractor license from the town, if such qualified applicants are available, and the remaining members from the public at large, including persons who possess valid plumbing or gas/mechanical licenses from other jurisdictions.
- (2) Board members shall not own or be employees of the same contracting corporation, firm, partnership, or individual employer.
- (3) Members of the board shall be appointed by the mayor and approved by the town board of mayor and aldermen.
- (4) Terms of office for board members shall be three years. In case of resignation, death, or removal from office, another appointment shall be made to finish out the unexpired term of office of the former member. Members of the board may be removed for cause by the board of mayor and aldermen at any time.

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

- (b) *General powers and duties.* The board shall recommend standards and procedures for the qualification, examination, and licensing of plumbing and gas/mechanical contractors under the provisions of this article. Such standards and procedures shall be submitted to the board of mayor and aldermen for approval and authorization to implement. The board shall exercise the powers and perform the duties provided for in this article and shall have such other duties and powers as are necessary to carry out the intent and provisions of this article.
- (c) *Examination of applicants.* The board shall use the Block and Associates Competency Examination for the plumbing and gas/mechanical construction industry or any other nationally recognized examination designed to measure competency in the profession as the standard written examination. All exams shall be proctored by the testing agency.

(Code 2007, § 12-1207; Ord. No. 99-13, 5-1999; Ord. No. 02-11, 8-2002; Ord. No. 05-05, 3-2005)

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Approval of General Agreement between the Town of Farragut and the Tennessee Department of Transportation for use and occupancy of state highway rights-of-way by utility facilities.

**Introduction &
Background:**

The general agreement between the Town of Farragut (Town) and the Tennessee Department of Transportation (TDOT) is essential to ensure proper coordination, legal compliance, and safety when performing work within the rights-of-way of a state road. Kingston Pike falls under TDOT's jurisdiction. The agreement formalizes the responsibilities of both parties and provides a clear framework that allows the Town to perform the necessary work efficiently, safely, and in coordination with TDOT.

**Discussion &
Recommendations:**

TDOT considers the Town's fiber installation a utility project and requires the attached agreement that gives the Town permission to install the fiber utilities in the TDOT rights-of-way along Kingston Pike. The fiber is being installed by the Town's contractor, Creek Enterprises.

Recommended By: Allison Myers, Finance Director/Town Recorder for approval.

Proposed Motion: To approve the General Agreement between the Town of Farragut and the Tennessee Department of Transportation for use and occupancy of state highway rights-of-way by utility facilities.



GENERAL AGREEMENT

THIS AGREEMENT is made and entered into on this 14th day of August ,2025 by and between the State of Tennessee acting through its Department of Transportation, hereinafter referred to as the "State", and **Town of Farragut**, hereinafter referred to as the "Utility".

WITNESSETH:

WHEREAS, the State issues agreements for the use and occupancy of state highway rights-of-way by utility facilities, to owners thereof, and

WHEREAS, the Utility regularly uses said rights-of-way for said purpose; and

WHEREAS, the parties wish to provide a method for the expeditious approval of individual applications for said purpose.

NOW, THEREFORE, in consideration of the premises, the parties enter into the following agreement:

1. The Utility is hereby authorized to install and maintain utility facilities on the rights-of-way of highways under the jurisdiction of the State in accordance with the State's publication entitled *Rules and Regulations For Accommodating Utilities Within Highway Rights-of-Way*, which is incorporated herein by reference and made a part of this agreement, upon approval by the State.
2. Before commencing any work the Utility shall, if required by the aforesaid publication, submit plans showing the location, type and scope of all work to be performed to the proper Utilities Coordinator for the State. Such plans, when approved in writing by the State, shall be construed as authorization for performance of the work in accordance with the plans. The Utility must obtain prior, written approval from TDOT before deviating from the scope of the project or the manner of its construction as described in said plans.
3. Where the Utility's facilities cross the State's controlled access rights-of-way, access for servicing such facilities will be by:
 - (a) Frontage roads where provided;
 - (b) Nearby or adjacent public roads or streets; or
 - (c) Trails along or near the right-of-way boundary lines.

It is further understood that the Utility may service such facilities from, and park its vehicles or equipment at such points within the rights-of-way as may be necessary under extraordinary conditions or under circumstances requiring emergency operations for the safety and welfare of the public. When such service is required the Utility shall notify the State as soon as practicable before beginning work. In the case of an emergency, notice may be given the next business day after beginning work.

4. The Utility shall reimburse the State for the salary and expenses of any inspector the State may assign to the site of any work being performed under this agreement.
5. The Utility shall replace or repair, in accordance with the State's Standard Specifications for Road and Bridge Construction and any instructions which may be issued by the State, any portion of the pavement, shoulders, bridges, private driveways, access ramps, or other parts of said rights-of-way which may be damaged by its activities, and in the event such replacements or repairs are not made in accordance with the State's Standard Specifications for Road and Bridge Construction in a manner satisfactory to the State, the Utility agrees that the State may make additional replacements or repairs at the expense of the Utility.
6. If the Utility's continued use of said rights-of-way for its utility facilities would prevent subsequent construction, reconstruction or maintenance of the adjacent roadway, or if such use becomes an unreasonable interference with public uses of said rights-of-way for vehicular or pedestrian travel in the opinion of the State, the Utility agrees to promptly remove or relocate said facilities. The Utility shall bear the costs of such removals or relocations unless relieved by law.
7. Before beginning work, the Utility shall be responsible for determining if there are any conflicts with any structures or utility facilities that are on the rights-of-way where the work is to be done and shall notify the owners thereof of any conflicts and secure permission for any alterations before beginning or resuming work.
8. The State does not grant the Utility any right, title or claim to any rights-of-way in granting any approval, and does not agree to assume the maintenance of the Utility's facilities.
9. It is agreed that any specific permit issued under the terms of this agreement shall become void if any work contemplated under this agreement is not commenced within a year from the date that specific permit is approved.
10. It is agreed that in issuing some specific permits special provisions will need to be designated by the State. Such special provisions will be detailed by the State when it approves the plans of the Utility and the Utility hereby agrees to abide by such special provisions in addition to the provisions of this agreement. If there is a conflict between the provisions of this agreement and a special provision, the special provision shall govern.
11. The Utility agrees to its faithful performance of this agreement and the satisfactory replacement, repair and maintenance of disturbed highway facilities for a period of six (6) months after completion and acceptance by the State of each project accomplished pursuant to this agreement.
12. The Utility has provided the State with a bond for the stipulated amount of
One Hundred Thousand (\$100,000) Dollars
(amount to be commensurate with overall work performed under this agreement)
to guarantee its performance in accordance with the terms of this agreement. Said bond provides for its cancellation upon 30 days' notice to the State. In this event, the privileges set forth in this agreement shall be suspended until satisfactory alternative bond arrangements have been provided to the State.

13. The Utility agrees to indemnify and hold the State harmless, as well as the State's employees, officers and agents, from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Utility, its employees, its contractors, or any person acting for or on its or their behalf in the performance of any work relating to this agreement. The Utility further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such services are necessitated to enforce the terms of this agreement or otherwise enforce the obligations of the Utility to the State.

In the event of any such suit or claim, the Utility shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Utility written notice of any such claim or suit, and the Utility shall have full right and obligation to conduct the Utility's own defense thereof. Nothing contained herein shall be deemed to accord to the Utility, through its attorney(s), the right to represent the State in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

14. Prior to commencing work under this agreement, the Utility shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1,000,000 dollars per occurrence and \$300,000 per claimant.
15. All work on the rights-of-way shall be in compliance with federal, state and local law and regulations. The Utility shall indemnify the State and hold harmless from any losses, including but not limited to fines, penalties and attorney's fees, that the State incurs as a result of the Utility's failure to so comply.
16. At no time will work authorized by this permit interfere with the normal flow of traffic on roadways. The Utility is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, the State may order the Utility to stop work until proper traffic control is put in place.
17. The State may terminate this agreement at any time.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials in three original counterparts on the day and date hereinabove written.

UTILITY

Town of Farragut

Address

11408 Municipal Center Drive

Farragut, TN 37934

BY: _____

Name (printed): Ron Williams

TITLE: Mayor

**Certified as the Legal
Obligation of Utility**

BY: _____

Name (printed): Tom Hale

Title: Town Attorney

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____

**Howard H. Eley
Commissioner**

APPROVED AS TO FORM & LEGALITY:

BY: _____

**Leslie South
General Counsel**