



Farragut Board of Mayor & Aldermen Meeting
Thursday, August 28, 2025 at **6:00 PM**

WORKSHOP
Polco Presentation-5:00 PM

Beer Board Meeting-5:55 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. August 14, 2025
- IV. Mayor's Report
- V. Ordinances & Resolutions
 - A. Ordinances
 1. Second Reading & Public Hearing
 - a. 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)
 2. First Reading
 - a. Approval of Ordinance 25-14, ordinance to amend Fiscal Year 2025-2026 Capital Investment Fund Budget, Passed by Ordinance 25-10.
 - B. Resolutions
 1. Approval of Resolution R-2025-13, Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan (May 2025)

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

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

VI. Business Items

- A. Approval of Bid and Award of Contract 2026-10, Synthetic Ice Rink Rental and Service with Global Synthetic Ice (GSI)
- B. Approval Of Professional Services Agreement with Civil & Environmental Consultants, Inc. (CEC) To Create Ordinance For Stormwater Utility and Fee Structure.
- C. Approval of purchase and installation of Heating, Ventilation, and Air Conditioning (HVAC) units for Town Hall through State Contract Number 47454

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.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By:	Mark Shipley, Community Development Director
Subject:	Approval of Ordinance 25-09 on second reading and public hearing, 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. At the Board of Mayor and Alderman meeting on August 14, 2025, Ordinance 25-09 was unanimously approved on first reading. No changes were made to the ordinance following first reading. Community Development Director, Mark Shipley, recommends approval of Ordinance 25-09 on second reading.
Recommended By:	Mark Shipley, Community Development Director
Proposed Motion:	To approve Ordinance 25-09 on second and final 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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- 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

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Approval of Ordinance 25-14 on first reading, an ordinance to amend Fiscal Year 2025-2026 Capital Investment Fund Budget, Passed by Ordinance 25-10.

Introduction & Background: The purpose of this agenda item is to approve Ordinance 25-14 on first reading, authorizing a budget amendment to the Capital Investment Program (CIP) budget.

Discussion & Recommendations: During the engineering phase of the Union Road multi-modal improvement project, it was determined that the Town of Farragut must purchase 58.4 functional feet of stream credits to meet stream mitigation requirements. A budget amendment is necessary to cover this purchase. As this is considered a project cost, it is eligible for 80% reimbursement through the Knoxville Regional Transportation Planning Organization, assuming funds are available. The requested budget amendment will be funded through the CIP fund balance. If approved, we will proceed with the procurement of the credits and seek reimbursement of \$93,440. The contract for the stream credits will be presented to the Board of Mayor and Aldermen on September 11, 2025.

Financial Section
Account Number: 310-43720-8000

<u>Original Budget</u>	<u>Requested Amendment</u>	<u>Amended Budget</u>
\$0	\$120,000	\$120,000

Approved By: A. Myers

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

Proposed Motion: Approve Ordinance 25-14 on first reading.

ORDINANCE	25-14
PREPARED BY	Myers
1 ST READING	August 28, 2025
2 ND READING	September 11, 2025
PUBLISHED IN	Farragut Press
DATE	

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

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

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

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

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

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

The **Capital Investment Program Budget** will be amended by increasing the expenditures from \$17,402,000 to \$17,522,000, an increase of \$120,000 (Union Road Stream Mitigation).

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

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Bart Hose, Assistant Community Development Director

Subject: Approval of Resolution R-2025-13, Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan (May 2025)

Introduction & Background:

The May 2025 “Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan” has recently been approved by the Federal Emergency Management Agency (FEMA) for local adoption. The plan was developed as a required update to the 2018 hazard mitigation plan, in accordance with the Disaster Mitigation Act of 2000. “The purpose of natural hazards mitigation is to reduce or eliminate long-term risk to people and property from natural hazards”, and the plan was developed to “reduce future losses to the county and its communities resulting from natural hazards”. The update was initiated in September 2023 and was completed with the assistance of the consulting firm WSP, Inc. The planning process utilized a Hazard Mitigation Planning Committee made up of stakeholders and representatives from each of the participating jurisdictions. Several planning meetings were held, along with a public webinar and an online survey conducted by the consulting firm (Executive Summary attached). A copy of the full plan can be viewed online via the following link: townoffarragut.org/hazard .

The plan includes a review of the planning process utilized; a general profile of the area and a discussion of each jurisdiction’s existing capabilities with respect to mitigation activities; a natural hazard risk assessment that includes descriptions and profiles of all identified hazards and a vulnerability assessment of those hazards; identified mitigation strategies to pursue, and a defined process for ongoing plan maintenance and updating. These plan elements are all required for FEMA approval. The plan provides valuable information regarding natural hazards that may affect the area and the community’s potential vulnerability to those hazards. It includes various mitigation strategies, projects, or programs that

the planning committee identified to address mitigation goals in the area. These mitigation strategies are intended to provide guidance to local decision makers interested in pursuing mitigation goals and programs within their community. FEMA does not require implementation of the strategies; however, future mitigation grant applications must be related to them. The plan and strategies can also be amended at any time within the standard update cycle to better adjust to local needs and priorities. It, like all plans, is intended to be a living document in support of good public policy and decision-making within the community.

Each local government or covered jurisdiction must individually adopt the plan to be eligible for Federal Hazard Mitigation Grants, when available. These grants include the Hazard Mitigation Grant Program (HMGP); the Building Resilient Infrastructure and Communities (BRIC) program; and the Flood Mitigation Assistance (FMA) program.

The Farragut Municipal Planning Commission approved and recommended adoption of the plan to the Board of Mayor and Aldermen at its July 17th, 2025, meeting.

Discussion & Recommendations:	The staff recommends approval of the Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan (May 2025) and Resolution R-2025-13.
Recommended By:	Bart Hose, Assistant Community Development Director
Proposed Motion:	Approval of Resolution R-2025-13, adopting the Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan (May 2025).

EXECUTIVE SUMMARY

The purpose of this Hazard Mitigation Plan (HMP) is to reduce or eliminate risk to people and property from natural and technological or human-caused hazards. Every community faces different hazards and has different resources to draw upon in combating problems along with unique interests that influence the solutions to those problems. Because there are many ways to manage and mitigate the effects of hazards and many agencies that can help, every community must decide on the best approach for their unique situation. Planning is one of the best ways to develop a customized program for hazard mitigation.

A well-prepared HMP provides a framework for all interested parties to work together and reach consensus on identifying priority risks and selecting the preferred activities to mitigate those risks. The HMP planning process supports a comprehensive review of mitigation alternatives so that problems are addressed by the most appropriate and efficient solutions. It also enables communities to coordinate mitigation projects with other local goals and activities, preventing conflicts and reducing the costs of implementing each individual project.

Knox County and its incorporated communities, the City of Knoxville and Town of Farragut, followed the planning process prescribed by the Federal Emergency Management Agency (FEMA) and the 2017 Community Rating System (CRS) Coordinator's Manual. This plan was developed under the guidance of a Hazard Mitigation Planning Committee (HMPC) comprised of representatives of County, City, and Town departments, residents, and outside stakeholders. The HMPC conducted a risk assessment that identified and profiled hazards that pose a risk to the county and assessed each community's vulnerability to those hazards. The hazards addressed in this plan were chosen by the HMPC based on the previous plan, the 2018 Tennessee Hazard Mitigation Plan, and consideration of hazard frequency and potential severity of damage. The following hazards are identified and profiled in this plan:

- Dam/Levee Failure
- Drought
- Earthquake
- Expansive Soils
- Extreme Temperature
- Flooding
- Landslide
- Severe Storm
- Sinkhole
- Tornado
- Wildfire
- Winter Storm

The conclusions drawn from each individual hazard profile and vulnerability assessment were used to prioritize all potential hazards to Knox County using the Priority Risk Index (PRI). This method provides a standardized numeric value to each hazard for comparability. A higher PRI value indicates a hazard poses a higher risk to the community. The PRI is a weighted sum of values assigned across five categories: probability, impact, spatial extent, warning time, and duration. Each hazard is assigned a value between 1 and 4 for each category based on a defined set of criteria. Higher PRI scores reflect a higher priority rating. The table below summarizes the PRI results for the hazards addressed in this plan.

Summary of PRI Results

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
<i>Natural Hazards</i>						
Dam/Levee Failure	Unlikely	Limited	Small	More than 24 hrs	Less than 1 week	1.7
Drought	Possible	Minor	Small	More than 24 hrs	More than 1 week	2.1
Earthquake	Possible	Minor	Moderate	Less than 6 hrs	Less than 6 hrs	2.0

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Expansive Soils	Unlikely	Minor	Small	More than 24 hrs	More than 1 week	1.5
Extreme Temperature	Highly Likely	Limited	Large	More than 24 hrs	Less than 1 week	3
Flood	Highly Likely	Limited	Large	6 to 12 hrs	Less than 1 week	3.2
Landslide	Likely	Limited	Moderate	Less than 6 hrs	Less than 6 hrs	2.7
Severe Storm	Highly Likely	Limited	Large	6 to 12 hrs	Less than 6 hrs	3
Sinkhole	Highly Likely	Limited	Small	Less than 6 hrs	Less than 6 hrs	2.4
Tornado	Likely	Limited	Negligible	Less than 6 hrs	Less than 6 hrs	2.2
Wildfire	Highly Likely	Minor	Negligible	Less than 6 hrs	Less than 6 hrs	2.2
Winter Storm	Highly Likely	Minor	Moderate	More than 24 hrs	Less than 1 week	2.5

This plan also examines each community's capabilities in place to mitigate the identified hazards. Opportunities to expand and improve capabilities were considered when developing the mitigation strategy. The HMPC set shared goals and objectives and reviewed a wide range of mitigation alternatives to develop a mitigation action plan with appropriate, feasible actions for each community to implement. The plan goals are as follows:

Goal 1: Minimize, prevent or reduce the vulnerability of the people, property, environment, and economy of Knox County, City of Knoxville, and Town of Farragut to the impacts of natural hazards.

Goal 2: Increase citizen awareness and preparedness by providing information describing all types of hazards, methods for preventing damage, and how to respond.

Goal 3: Strengthen protection of critical facilities and infrastructure from natural hazards to create a safer, more sustainable community.

To achieve these goals, this plan identifies 30 mitigation actions. As part of the identification and prioritization of mitigation projects, emphasis was placed on the use of program and policy alternatives to help make Knox County less vulnerable to hazards while improving the economic, social, and environmental health of the community. The concept of multi-objective planning was emphasized in the development of the mitigation strategy, particularly in identifying ways to link hazard mitigation policies and programs with complimentary community goals related to disaster recovery, housing, economic development, recreational opportunities, transportation improvements, environmental quality, land development, and public health and safety.



FEMA

May 7, 2025

Mr. Shannon Ball
State Hazard Mitigation Officer
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204

Reference: Knox County Hazard Mitigation Plan

Dear Mr. Ball:

The Federal review of the draft Knox County Hazard Mitigation Plan for compliance with the planning requirements contained in 44 CFR §201.6 is complete. The plan is compliant with Federal requirements, subject to formal community adoption. FEMA approval pending adoption does not include the review or approval of content that exceeds the applicable FEMA mitigation planning requirements.

For our office to issue formal approval of the plan, the jurisdiction(s) must submit adoption documentation. Upon receipt of the adoption resolution(s) to our office, we will issue formal approval of the Knox County Hazard Mitigation Plan. Once approved, please submit a final copy of the Plan, without draft notations and track changes.

If you or any plan participant need assistance, please do not hesitate to contact Kymberly Kudla, of my staff, at (202) 655-6712.

Sincerely,

A handwritten signature in blue ink that reads "Kristen M. Martinenza".

Kristen M. Martinenza, P.E.
Risk Analysis Branch Chief

RESOLUTION PC-25-04

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE THE “KNOX COUNTY, CITY OF KNOXVILLE, AND TOWN OF FARRAGUT MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN, (MAY 2025)” AND TO RECOMMEND THE ADOPTION OF SAID PLAN TO THE FARRAGUT BOARD OF MAYOR AND ALDERMEN

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

WHEREAS, the Tennessee Code Annotated, Section 13-4-203 et seq, provides that the Municipal Planning Commission shall, in the preparation of the plan, make careful and comprehensive surveys and studies of the existing conditions and future growth of the municipality and its environs; and

WHEREAS, the Farragut Municipal Planning Commission recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, the Farragut Municipal Planning Commission recognizes that the presence of natural hazards and the need to address and mitigate those hazards, where possible, may impact the future growth of the municipality and its environs; and

WHEREAS, the Farragut Municipal Planning Commission recognizes that adoption of a mitigation plan by the local legislative body is required as a condition of future funding for mitigation projects under multiple mitigation grant programs administered by the Federal Emergency Management Agency; and

WHEREAS, the Tennessee Emergency Management Agency and Federal Emergency Management Agency Region IV officials have reviewed the “Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan, (May 2025)” and approved it contingent upon its official adoption by participating local governing bodies; and

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

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission approves the “Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan, (May 2025)” for application in support of its and the Town’s planning program; and

BE IT FURTHER RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval and adoption of said plan to the Farragut Board of Mayor and Aldermen by the adoption of Town of Farragut Resolution R-2025-13.

ADOPTED this 17th day of July, 2025.

Chairman, FMPC

Secretary, FMPC



TOWN OF FARRAGUT

RESOLUTION R-2025-13

ADOPTION OF THE “KNOX COUNTY, CITY OF KNOXVILLE, AND TOWN OF FARRAGUT MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN”

WHEREAS, the Town of Farragut, Tennessee recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA disaster mitigation grant programs; and

WHEREAS, the Town of Farragut, Tennessee fully participated in the FEMA-prescribed mitigation planning process to prepare the “Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan (May 2025)”; and

WHEREAS, the Tennessee Emergency Management Agency and the Federal Emergency Management Agency Region IV officials have reviewed the “Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan,” and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the Town of Farragut, Tennessee desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for the Town of Farragut demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

NOW, THEREFORE BE IT RESOLVED, that the Town of Farragut, Tennessee adopts the “Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan (May 2025)” as an official plan; and

BE IT FURTHER RESOLVED, the Town of Farragut, Tennessee will submit this Adoption Resolution to the Tennessee Emergency Management Agency and Federal Emergency Management Agency Region IV officials to enable the plan’s final approval.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Ronald Oestreich, Parks & Recreation Director

Subject: Approval of Bid and Award of Contract 2026-10, Synthetic Ice Rink Rental and Service with Global Synthetic Ice (GSI)

Introduction & Background: The purpose of this item is consideration of bids and award of Contract #2026-10 for synthetic ice rink rental and services

Discussion & Recommendations: Last year, more than 3,000 people enjoyed the outdoor synthetic ice skating rink at McGill Plaza during the holiday season. Due to the positive feedback received, the Tourism team is once again recommending the Board approve a contract for a synthetic ice rink. After consideration of bids, the staff recommends approval of the following two-year contract with Global Synthetic Ice for a total of \$106,998 (year one is \$53,999 and year two is \$52,999). GSI will provide a 40 x 50 synthetic ice rink with boards, lighting, rental skates, and a staff member for the time period of November 22, 2025 to January 4, 2026. Bid tabulations are attached.

Financial Section
Account Number:122-47210-3610

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date:</u>	<u>Remaining Amount</u>
\$70,000	\$53,999	\$0	\$16,001

Approved By: A. Myers

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

Proposed Motion: Approval of bid and award of two-year Contract #2026-10 with Global Synthetic Ice for synthetic ice rink rental and services in the amount of \$53,999 for FY26 and \$52,999 for FY27.



Bid Tabulation Sheet

Bid Title: Synthetic Ice Rink Rental & Service		
Bid No: 2026-10		
Opening Date & Time: July 28th, 2025 @10:00am		
Vendor	Vendor City/State	Base Bid Price
Rinks-R-Us LLC	Oak Ridge, TN	\$109,998.00
Global Synthetic Ice	Oldsmar, FL	\$106,998.00
Legacy Hospitality & Entertainment Group LLC	Nashville, TN	\$194,000.00

AGREEMENT
Contract No. 2026-10
Synthetic Ice Rink Rental and Service

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

TOWN OF FARRAGUT (Hereinafter called Owner) and
11408 Municipal Center Drive
Farragut, TN 37934

CBC Consulting LLC DBA Global Synthetic Ice (Hereinafter called Contractor)

146 B Dunbar Ave

Oldsmar, FL 34677

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 of Farragut Parks and Recreation Director will act as Administrator in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

The term of this agreement shall commence on August 15th, 2025 (pending Board of Mayor and Alderman approval) and shall remain in effect for an initial term of two (2) years, unless terminated earlier in accordance with the provisions of this agreement.

Upon expiration of the initial term, the Owner (the Town of Farragut) shall have the option, at its sole discretion to extend this agreement for up to two (2) additional one-year periods, under the same terms and conditions, unless otherwise mutually agreed in writing by both parties. The Owner shall provide written notice of its intent to exercise each renewal option no less than (30) days prior to the expiration of the then current terms.

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. Instructions to Bidders
- B. General Conditions
- C. Specifications for 2026-10 Synthetic Ice Rink Rental and Service
- D. On-Call Work Order(s)
- E. This Agreement
- F. Contractor's Bid and Equipment List
- G. Addenda Numbers _____
- H. Notice of Award
- I. Notice to Proceed
- J. Change Orders, duly delivered and executed by each party execution of this Agreement.
- K. 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.

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

CONTRACTOR:

CBC Consulting Inc, DBA Global Synthetic Ice

146 B Dunbar Ave

Oldsmar, FL 34677

BY:

(Printed or Typed)

Title _____

BY:

Chris Crowley

CL C

(Printed or Typed)

Title OWNER

ATTEST:

ATTEST:

Lex Madis



Town of Farragut
 Invitation to Bid No. 2026-10
 For
 Synthetic Ice Rink Rental and Service

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

Deadline for Proposal Submissions: Date: July 28th, 2025, Time: 10:00 AM

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name <i>CBC Consulting LLC</i>	DBA, If Applicable <i>Global Synthetic Ice</i>
Street Address <i>146 B Dunbar Ave</i>	Phone Number <i>305-218-2966</i>
City, State, Zip Code <i>Oldsmar FL 34677</i>	Email Address <i>Chris@globalsyntheticice.com</i>
FEIN: <i>84-4876575</i>	

Are quotes firm for 60 days?
 List of Deviations (if any) attached?

Yes X No ___ Other ___
 Yes ___ No ___ Other ___

If submitting a "No Proposal" state reason _____

Chris Crowley
 Authorized Signature

owner CEO
 Title (Printed)

Chris Crowley
 Name (Printed)

7/24/25
 Date



BID FORM

ITB No. 2026-10 Synthetic Ice Rink Rental and Service

Item No.	Description	Total Price
1	Bid Year One - Supply, installation, operation, and strike of 40'x54' synthetic ice surface with boards at McGill Plaza, Farragut, Tennessee. Operational dates: November 22, 2025 to January 4, 2026.	\$ <u>53,999</u>
2	Bid Year Two - Supply, installation, operation, and strike of 40'x54' synthetic ice surface with boards at McGill Plaza, Farragut, Tennessee. Operational dates to be determined.	\$ <u>52,999</u>
TOTAL BID:		\$ <u>106,998</u>

106,998 CLC 07/24/2025
Total Bid Amount (Typed or Printed)

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.

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.

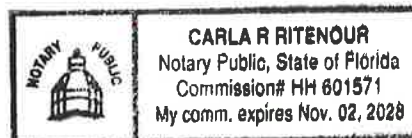
Project Name: **2026-10 Synthetic Ice Rink Rental and Service** Date: 7/24/2025

Name of Bidder's Company: CBC Consulting LLC DBA Global Synthetic Ice

Signature of Responsible Bidder: 

Notary's Signature: 

Notary Seal





ITB No. 2026-10 Synthetic Ice Rink Rental and Service

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. Chris Guertin - Sports Resource Group - 952-200-3850
info@sportsresourcegroup.com
2. Randy Andrade - Extra hour hockey Training - 408-656-5634
Randy@extrahourtraining.com
3. City OF Tiffin Ohio - Bryce Kuhn - 567-207-6433
Bkuhn@TiffinOhio.gov

Name and Address of Bidder: CBC Consulting LLC DBA

Global Synthetic Ice - Chris Crowley owner

1463 Dunbar Ave Oldsmar FL 34677

Telephone: 305-218-2966

Email Address: Chris@global.syntheticice.com

Date: 7/24/2025

Signature: [Handwritten Signature]

Title: owner / ceo

2. Scope of Work

The work to be provided under this proposal shall consist of everything needed to install, operate, and remove a 40 foot x 54 foot synthetic ice rink for rental, complete with dasher boards and lights (full specification below), delivered and installed at McGill Plaza, 11409 Kingston Pike, Farragut, TN 37934.

The ice rink will be located in the west parking lot, adjacent to the Village Green Shopping Center.

The proposal will include all pricing broken down for installation, operation, and removal for the operational time period of Saturday, November 22, 2025 to Sunday, January 4, 2026.

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 made 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.

Specifications for Synthetic Ice Rink Services and Operations

Delivery, Setup, and Strike

- Delivery of ice rink and equipment for an operational period of November 22, 2025, to January 4, 2026.
- 2nd Bid Year – Dates to be determined
- Labor services for installation and strike
- Must include proof of liability insurance naming Town of Farragut equally insured for \$1 million.

Ice Rink Equipment

- A synthetic ice surface floor (40'x54') with rink boards/fencing.
- LED rink lighting and string lighting for the rink area.
- Supply of rental skates, a changing area, and skate sharpener.

Ice Rink Operations

- On-site event staff (1) from Contractor to help supervise and guide activities, sharpen skates, and greet customers. (Town will provide additional support staff if needed)
- Daily operational hours 3:00pm to 9:00pm. (Weekday hours may vary).
- Rink will be closed on Christmas Eve (12/25), Christmas Day (12/25), and New Year's Day (1/1)

Special Conditions

1. The work shall begin upon receipt of a written Notice to Proceed from the Parks and Recreation Director. After work has begun, work is to be performed in a continuous manner until it is completed.
2. All work shall be performed in accordance with the specifications for the synthetic ice rink.
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

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Eric Schindler, Assistant Town Engineer
Darryl Smith, Town Engineer

Subject: Approval Of Professional Services Agreement with Civil & Environmental Consultants, Inc. (CEC) To Create Ordinance For Stormwater Utility and Fee Structure.

Introduction & Background:

The purpose of this agenda item is approval of a professional services agreement with Civil & Environmental Consultants, Inc. (CEC) for the development of a stormwater utility ordinance and fee structure. This utility will provide a dedicated funding mechanism for implementing stormwater improvements identified in the Town's Capital Investment Program (CIP) and operating expenses in the General Fund.

Discussion & Recommendations:

CEC submitted the attached agreement for the development of a stormwater utility ordinance on 8/15/2025. As part of this process, CEC will evaluate up to three (3) separate fee structures and provide a report detailing the results of the fee structure evaluation. CEC will then develop a stormwater utility ordinance utilizing a model created by the University of Tennessee Municipal Technical Advisory Service (MTAS) in conjunction with other stormwater utility ordinances CEC has helped develop for other municipalities. Additionally, CEC will recommend a five-year plan, including a timeline and guide for periodic fee increases necessary to meet budgetary needs for stormwater improvement projects. Based on the five-year plan, CEC will project fee increases for an additional seven years (for a total of twelve years). CEC has been engaged with the town previously to conduct a comprehensive inventory of the Town's stormwater infrastructure (2021), and to prepare a capital investment projects list highlighting critical infrastructure replacement needs (2024).

Financial Section
Account Number: 310-43150-4800

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$ 400,000	\$ 30,200	\$ 0	\$ 369,800

Approved By: A. Myers

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

Proposed Motion: To approve Professional Services Agreement with Civil & Environmental Consultants, Inc. for the development of a stormwater utility ordinance and fee structure in the amount of \$30,200.

August 15, 2025

Mr. Darryl Smith
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

Dear Mr. Smith:

Subject: Proposal for Professional Engineering Services
 Farragut Stormwater Improvements
 Farragut, Tennessee
 CEC Project 355-151, Task 0001

Civil & Environmental Consultants, Inc. (CEC) is pleased to provide this proposal to Town of Farragut (Town) for professional engineering services to develop a stormwater utility ordinance and fee structure for the Town.

1.0 BACKGROUND & ASSUMPTIONS

CEC understands that the Town of Farragut wishes to develop a stormwater utility to be used as a funding mechanism for much needed stormwater improvement projects. Under CEC project #311-029 (proposal dated June 25, 2021), CEC has completed an inventory of the Town's stormwater infrastructure and provided the Town with a GIS data viewer to review the structures and details on each structure's condition. Under the additional proposal for CEC project #311-029 (proposal dated December 18, 2024), CEC has prepared a Capital Stormwater Improvement Plan (CIP) for the Town which identifies critical stormwater infrastructure replacement projects to be completed over the next three years, as well as a backlog of projects, based on the data collected in the inventory process.

After reviewing the CIP, the Town requested that CEC assist in the development of a stormwater utility to fund the projects outlined in the CIP and beyond. For this proposal, CEC has assumed the following:

- First Utility District (FUD) will provide CEC with the current number of residential, commercial, and industrial water and sewer customers within the Town limits. This data will be used to estimate the number of users who would pay into a stormwater utility.

- The Town will provide additional data, if available, pertaining to current water and sewer customers within the Town limits.
- The Town will provide CEC with available geographic zoning and parcel data.
- CEC will use the University of Tennessee Municipal Technical Advisory Service (MTAS) model stormwater utility ordinance as a template to develop the ordinance.
- CEC will review the Town's existing Code of Ordinances to confirm the stormwater utility ordinance does not conflict with existing requirements and regulations within the Town. Any further conflict review is not included in this proposal but can be performed on a Time and Materials (T&M) basis, pending the Town's approval.

•

2.0 SCOPE OF SERVICES

Task 0001 – Stormwater Utility Ordinance Development

CEC will schedule a kickoff meeting with the City to discuss the project approach and provide the City with a comparison of stormwater user fee rates from surrounding municipalities to aid in the selection of fee structures to be evaluated.

CEC will evaluate the up to three (3) fee structures, based on the initial kick off meeting. Fee structures may include:

- *Equivalent Residential Unit (ERU) Fee Structure* — CEC will use desktop and online ESRI products, including ArcGIS Pro and ArcGIS Enterprise, to estimate the impervious areas. CEC will use that data to develop ERU values.
- *Tiered Systems* — CEC will use property information, via GIS materials available from the Town, to evaluate a tiered fee structure based on parcel acreage, building square footage, or impervious area.
- *Flat Fee* — CEC will collect property zoning information from the Town to be used to evaluate a system assigning flat fees for residential, commercial, and industrial properties.

CEC will provide the Town with a report detailing the results of the fee structure evaluation. The report will include cash-flow projections for each structure evaluated and the list of anticipated planning-level costs of programmatic elements associated with the startup and maintenance of the utility. CEC will schedule a meeting with the Town to review the results included in the report and discuss any specific needs to be included in the draft ordinance.

CEC will then develop a draft stormwater utility ordinance based in part on the MTAS model stormwater utility ordinance. Other stormwater utility ordinances with which CEC has helped develop or is familiar with may also be used as resources for the development of the ordinance. CEC has included two (2) rounds of revisions to the draft ordinance based on comments by the

Town. CEC will also provide the Town (at the time of the first draft ordinance submittal) with a five-year plan, including a timeline and guide for periodic fee increases to meet budgetary needs for capital improvement projects. Based on the 5 year plan, CEC will project fee increases for an additional 7 years (total of 12 years). CEC will meet with the Town after the initial draft ordinance submittal to review the ordinance and receive any feedback from the Town.

CEC's participation in up to two (2) public / Council meetings has also been included in the cost estimate for this proposal.

3.0 COST & SCHEDULE

Our estimated costs are based on the scope of services described above and will be billed on a Time & Materials (T&M) basis for an estimated fee of **\$30,200**. If CEC encounters conditions that require additional services and costs beyond what is presented in this proposal, CEC will provide a written revised scope of services and revised costs for your approval prior to proceeding.

Invoicing of professional services will be at 2.05 times labor cost (updated Fee Schedule attached). A Technology and Office Service Fee, equivalent to 3% of professional fees, will be added to each invoice for project expenses associated with software, computer technology, and incidental office expenses. Reimbursable expenses, including subcontracted services, will be invoiced at cost plus a 12% administrative fee.

CEC will commence work upon your authorization to proceed. As work progresses, CEC will present invoices every four weeks; payment is due upon receipt of the invoice. **The draft stormwater utility ordinance will be submitted to the Town for review by November 1, 2025. CEC will address the Town's comments on the draft stormwater utility ordinance within two (2) weeks of receipt of comments. We also anticipate presenting the draft deliverables at a Town Workshop in either November or December (as appropriate). The final deliverables will be provided on or before January 7, 2026.**

4.0 TERMS & CONDITIONS

The above work will be performed under the attached Professional Services Agreement between the Town of Farragut and CEC. CEC's proposal is valid for thirty (30) days from the date of the proposal, after which time the validity may only be extended with CEC's consent. CEC reserves the right to revise, adjust or withdraw this proposal if not accepted by Town of Farragut within thirty (30) days of the date of the proposal. Your written acceptance below will form a binding contract pursuant to previously agreed upon Terms and Conditions. The individual signing below warrants that they have authority to sign and execute this Agreement on behalf of Town of Farragut

CEC Project 355-151, dated August 15, 2025
ACCEPTED BY: Town of Farragut

Signature: _____ Date: _____

Name: _____ Title: _____

5.0 CLOSING

CEC appreciates the opportunity for continued collaboration with the Town. Please feel free to reach out to us at cbibletolson@cecinc.com or pmcmahon@cecinc.com with any questions concerning this proposal. We are looking forward to continuing to support the Town's efforts to improve stormwater infrastructure and community resilience.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Claudia Bible Tolson, EI
Assistant Project Manager



Patrick McMahon, PhD, PE, CFM
Principal

Attachments: Fee Schedule
Professional Services Agreement

Fee Schedule

January 1, 2025, through December 31, 2025

PROFESSIONAL SERVICES

Classification	Rate/Hour
Vice President	\$280
Principal	\$247
Senior Project Manager	\$214
Project Manager III	\$191
Project Manager II	\$172
Project Manager I	\$146
Assistant Project Manager	\$134
Senior Designer	\$129
Project Consultant	\$124
Designer	\$115
Staff Consultant	\$113
Project Scientist	\$99
Engineering Assistant	\$84
Staff Scientist	\$82
Senior Land Surveyor	\$132
Senior CADD Technician	\$109
Survey Technician IV	\$112
Survey Technician III	\$96
Survey Technician II	\$79
Survey Technician I	\$73
Administrative Manager	\$112
Administrative Assistant	\$69

DIRECT EXPENSES

Company or Personal Automobile Mileage	Current IRS Rate
Computer / CADD Usage	\$15/hour
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping	Cost plus 10%
Miscellaneous Service	Cost plus 10%
Survey Equipment	\$16/hour
Survey Vehicle	\$16/hour
LiDAR Scanner	\$25/hour
All-Terrain Vehicle	\$100/day; \$60 ½ day
SUE Equipment	\$16/hour
DJI Phantom – Photogrammetry	\$250 daily
DJI Matrice 350 - P1 Photogrammetry	\$1000 daily
DJI Matrice 350 - Geocue LiDAR	\$3000 daily

SUBCONTRACT SERVICES

Services @ Cost Plus 15%

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

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

Project: Development of Stormwater Ordinance

Description of Project: Development of stormwater ordinance and additional items required for supporting future stormwater capital improvement projects.

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

See the letter of August 15, 2025 to which this Agreement is attached which provides a description scope of the Basic Services Contractor is providing Client (“SOS Letter”).

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: An estimated fee of \$30,200, including reimbursable expenses billed on a Time and Materials basis as defined in § 3 of the SOS Letter. 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 Fee Schedule attached to the SOS Letter.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before January 7, 2026. The schedule for the various meetings and presentations as outlined in the SOS Letter shall be agreed upon by the Client and Contractor before beginning work.

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 Board of Mayor and Aldermen 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 secure and maintain professional liability insurance in the amount of \$1,000,000 per claim and in the annual aggregate 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 the exception of Workers' Compensation and Professional Liability insurance) 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 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. Except for Contractor's indemnity obligations for third part claims for personal injury and property damage, Client and Contractor waive any claim against each other for consequential, indirect, special, or punitive damages.

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 (to the extent of the limits of coverage under the Commercial General Liability provided pursuant to this Agreement), 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 to the extent caused by a negligent 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. Any duty to defend for professional liability claims will be satisfied by reimbursement of defense costs to the proportionate extent of Contractor's liability.

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 to the extent of Contractor's liability; 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 (to the extent of the limits of coverage under the Commercial General Liability provided pursuant to this Agreement). 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:

By:  _____

Printed
Name: Patrick L. McMahon

Title: Principal

Date: 08/15/2025

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Will Wiley, Public Works Director

Subject: Approval of purchase and installation of Heating, Ventilation, and Air Conditioning (HVAC) units for Town Hall through State Contract Number 47454

Introduction & Background: The purpose of this agenda item is to approve the purchase and installation of four HVAC units for Town Hall through State Contract 47454.

Discussion & Recommendations: Staff utilized the State Contract cooperative purchasing program to obtain pricing for four HVAC units at Town Hall. The existing equipment has exceeded its useful life, frequently malfunctions, and, currently, two units are out of service. The replacement units will be more energy efficient and covered under the Town’s existing HVAC maintenance contract. Funding for this purchase was included in the current fiscal year’s Capital Investment Program with a budget of \$65,000. The State Contract provides an approved procurement method that leverages pre-qualified, competitively bid pricing.

On August 6 and 11, 2025, the Public Works Department received quotes from Archer Air Conditioning Service Company, Inc. for two 10-ton condenser units, one 18,000 BTU mini-split unit, and one 5-ton split unit, totaling \$41,988.

Financial Section
Account Number: 310-43971-9150

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$65,000	\$41,988.00	\$0	\$23,012.00

Approved By: A. Myers

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

Proposed Motion: To approve the purchase and installation of four HVAC units from the State Contract cooperative purchasing program number 47454

in the amount of \$41,988.



2503 W Beaver Creek Dr, Powell, TN 37849 865-859-9082

Attn: Phone: Email: Company: TOWN OF FARRAGUT Address: 727 Fretz Rd, Knoxville, TN 37934	Date: August 6, 2025 Re: Replace ductless split unit File Number: 25-3852 Property: TOWN OF FARRAGUT Address: 11408 Municipal Center Dr, Farragut, TN 37934
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Scope:

Replace EMI ductless split using new ductless heat pump of same capacity. This proposal includes:

\$4,205.00

This proposal follows pricing guidelines for SWC 700 Elect HVAC Plumb Maint. Contract. #47454

- * New 18,000 BTU ductless heat pump
- * Connection to existing refrigerant piping with minor modifications
- * 1 year parts and labor warranty with additional parts only warranty on compressor
- * Condensate pump
- * Disposal of existing equipment

Not included:

- * Fire alarm or building automation
- * Structural or other engineering
- * Paint, drywall, roofing, or concrete work

Material Total	\$2,653.00
Labor Total	\$1,552.00

Total Proposal: \$4,205.00

AUTHORIZED SIGNATURE: John Butler
John Butler, President

ACCEPTANCE OF PROPOSAL: _____
AUTHORIZED SIGNATURE: _____

TERMS: NET 30 DAYS OR PROGRESSIVE MONTHLY BILLING IF OVER \$5,000.00.

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE COMPLETED ONLY UPON WRITTEN CONSENT OF THE CUSTOMER AND WILL BECOME AN EXTRA CHARGE ABOVE THE ESTIMATED COST. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. CUSTOMER WILL CARRY FIRE, TORNADO, AND OTHER NECESSARY PROPERTY INSURANCE. WORKMAN'S COMPENSATION INSURANCE COVERS OUR WORKERS. ANY CONFLICT BETWEEN THIS AGREEMENT AND STATE OR LOCAL LAW MAKES THIS AGREEMENT NULL AND VOID.



2503 W Beaver Creek Dr, Powell, TN 37849 865-859-9082

Attn: Phone: Email: Company: TOWN OF FARRAGUT Address: 727 Fretz Rd, Knoxville, TN 37934	Date: August 6, 2025 Re: Replace two 10 ton condensing units. File Number: 25-3850 Version 2 Property: TOWN OF FARRAGUT Address: 11408 Municipal Center Dr, Farragut, TN 37934
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Scope:

Replace two 10 ton York condensing units. Existing furnaces and coils to remain. This proposal includes:

\$24,631.00

This proposal follows pricing guidelines for SWC 700 Elect HVAC Plumb Maint. Contract. #47454

- * Two new Daikin, Trane, Carrier, or Ruud 10 ton condensing units
- * Connection to existing refrigerant piping with minor modifications
- * Programmable thermostats
- * 1 year parts and labor warranty with additional parts only warranty on compressors
- * Disposal of existing equipment

Not included:

- * Fire alarm or building automation
- * Structural or other engineering
- * Paint, drywall, roofing, or concrete work

Material Total	\$20,751.00
Labor Total	\$3,880.00

Total Proposal: \$24,631.00

AUTHORIZED SIGNATURE: John Butler
John Butler, President

ACCEPTANCE OF PROPOSAL: _____
AUTHORIZED SIGNATURE: _____

TERMS: NET 30 DAYS OR PROGRESSIVE MONTHLY BILLING IF OVER \$5,000.00.

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE COMPLETED ONLY UPON WRITTEN CONSENT OF THE CUSTOMER AND WILL BECOME AN EXTRA CHARGE ABOVE THE ESTIMATED COST. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. CUSTOMER WILL CARRY FIRE, TORNADO, AND OTHER NECESSARY PROPERTY INSURANCE. WORKMAN'S COMPENSATION INSURANCE COVERS OUR WORKERS. ANY CONFLICT BETWEEN THIS AGREEMENT AND STATE OR LOCAL LAW MAKES THIS AGREEMENT NULL AND VOID.



2503 W Beaver Creek Dr, Powell, TN 37849 865-859-9082

Attn: Phone: Email: Company: TOWN OF FARRAGUT Address: 727 Fretz Rd, Knoxville, TN 37934	Date: Aug 11, 2025 Re: Replace 5 ton split heat pump File Number: 25-4045 Property: TOWN OF FARRAGUT Address: 11408 Municipal Center Dr, Farragut, TN 37934
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Scope:

Replace Trane m/n TWA060D300A0 s/n P4530GX1F outdoor and m/n TWE060P130B0 s/n P401T401V indoor. This proposal includes: This proposal follows pricing guidelines for SWC 700 Elect HVAC Plumb Maint. Contract. #47454 \$13,152.00

- * New Daikin, Trane, Carrier, or Ruud 5 ton heat pump system
- * Connection to existing refrigerant piping with minor modifications- fully clean and flush and replace filter drier
- * Programmable thermostat
- * 1 year parts and labor warranty with additional parts only warranty on compressors
- * Disposal of existing equipment

Not included:

- * Fire alarm or building automation
- * Structural or other engineering
- * Paint, drywall, roofing, or concrete work

Material Total	\$9,552.00
Labor Total	\$3,600.00

Total Proposal: \$13,152.00

AUTHORIZED SIGNATURE: John Butler
John Butler, President

ACCEPTANCE OF PROPOSAL: _____
AUTHORIZED SIGNATURE: _____

TERMS: NET 30 DAYS OR PROGRESSIVE MONTHLY BILLING IF OVER \$5,000.00.

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE COMPLETED ONLY UPON WRITTEN CONSENT OF THE CUSTOMER AND WILL BECOME AN EXTRA CHARGE ABOVE THE ESTIMATED COST. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. CUSTOMER WILL CARRY FIRE, TORNADO, AND OTHER NECESSARY PROPERTY INSURANCE. WORKMAN'S COMPENSATION INSURANCE COVERS OUR WORKERS. ANY CONFLICT BETWEEN THIS AGREEMENT AND STATE OR LOCAL LAW MAKES THIS AGREEMENT NULL AND VOID.