



Farragut Board of Mayor & Aldermen Meeting
Thursday, September 11, 2025 at **6:00 PM**

WORKSHOP
Education Relations Committee Reception

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
 - A. School Donation Presentation
 - B. Constitution Week and Daughters of the American Revolution Day Proclamation Presentation
- V. Ordinances & Resolutions
 - A. Ordinances
 - 1. First Reading
 - a. Approval of Ordinance 25-14 on first reading, an ordinance to amend Fiscal Year 2025-2026 General Fund and Capital Investment Fund Budgets, Passed by Ordinance 25-10.
 - b. Approval of Ordinance 25-16, on first reading, to amend the Farragut Municipal Code, Chapter 2, Administration, Section 2.104 to replace the existing section, Copies of Records and Ordinances, in its entirety with a new section titled Guidelines for Access to and Reproduction of Public

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

Records and Schedule of Charges for Reproduction of Public Records

- c. Approval of Ordinance 25-17, on first reading, to amend the Farragut Municipal Code, Chapter 2, Administration, Division 3-Recorder; Section 2.103 Town Treasurer; to separate the roles of the Town Recorder and Town Treasurer

2. Second Reading & Public Notice

- a. 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)

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)

VI. Business Items

- A. Approval of Agreement with Blue Ridge Waterways, Inc. for Purchase of Stream Mitigation Credits for the Union Road Multi-Modal Improvement Project
- B. Approval of contract between the Town of Farragut and the Public Building Authority with respect to property management of the West Knox Senior Center
- C. Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Design of Boring Road Crosswalk and Boring Road/Smith Road Intersection Improvements to Include All-way Stop and School Zone
- D. Approval of Bid and Award of Contract 2026-10, Synthetic Ice Rink Rental and Service with Global Synthetic Ice (GSI)
- E. Approval of Professional Services Agreement with Civil & Environmental Consultants, Inc. (CEC) To Create Ordinance For Stormwater Utility and Fee Structure.
- F. Approval of purchase and installation of Heating, Ventilation, and Air Conditioning (HVAC) units for Town Hall through State Contract Number 47454
- G. Approval of Education Relations Committee Appointment
- H. Approval of the Alderman Appointment Process

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, August 14, 2025 at 6:00 PM

MINUTES

I. Roll Call, Silent Prayer, Pledge of Allegiance

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

II. Approval of Agenda

Motion was made to approve the agenda with an amendment to item V.B.2., Approval of Resolution R-2025-18. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; motion passed.

III. Approval of Minutes

A. July 24, 2025

Motion was made to approve the minutes of July 24, 2025 as presented. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nays, motion Passed.

IV. Mayor's Report

Mayor Williams attended TML Conference.

Alderman Burnette asked the community to pray for Alderman White and his family.

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

Motion was made to approve Ordinance 25-09, an ordinance to amend the Farragut Municipal Code, Chapter 109 – Signs, to clarify when signs may be removed by property owners on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes; Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

B. Resolutions

1. Approval of Resolution R-2025-09, Town of Farragut Debt Policy

Motion was made to to approve Resolution R-2025-09, Town of Farragut Debt Policy. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

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

Motion was made to approve Resolution R-2025-18, a Resolution to Censure Alderman Alex Cain for violation of the Tennessee Open Meetings Act. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

Citizen Comments:

Joe LaCroix, 11123 Farragut Hills Blvd, addressed the board about this agenda item.

VI. Business Items

A. Approval of the Frosty 5K 2025 Race

Motion was made to approve the Frosty 5K 2025 Race as presented. Moved by Alderman Cain, seconded by Alderman Burnette; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

B. Approval of PJ Parkinson Run for Parkinson's 5K/10K Race

Motion was made to approve the Event Application involving the use of the Town's public

rights of way and pedestrian facilities for the Parkinson's 5K/10K Race on October 4, 2025. Moved by Alderman Cain, seconded by Alderman Burnette; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion passed.

C. Approval of Change Order #1 Pickleball Complex

Motion was made to to approve Baseline Sports Construction Pickleball Complex Change Order #1 in the amount of \$9,163.02; new contract sum \$901,905.02. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

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

Motion was made to approve bids and award Contract 2026-11, Concord Road/Loop Road Intersection Improvements to Stansell Electric, Inc. in the amount of \$463,647. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

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

Motion was made to approve the 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. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

F. Approval of Campbell Station Inn Change Order #1

Motion was made to approve Hickory Construction's Campbell Station Inn Change Order #1 in the amount of \$52,278.54; the new contract sum \$735,338.54 and adding 27 days to the contract. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

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

Motion was made 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. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

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

Motion was made 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. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain,

Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

I. Approval of Appointment to the Plumbing & Gas/Mechanical Examiners Board

Motion was made to approve the appointment of John Patten to the Plumbing & Gas/Mechanical Examiners Board. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

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.

Motion was made 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. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; Alderman White was absent; motion Passed.

VII. Citizens Forum

The following citizens spoke during the citizens' forum:

Greg Wiberley, 12603 Evans Road

Joe LaCroix, 11123 Farragut Hills Blvd

VIII. Town Administrator's Report

David Smoak, Town Administrator, reported the following events:

Shop Farragut, Dog Days Friday, Saturday & Sunday

Fun with Farragut's Fleet, August 23

Beach Party on the Plaza, Saturday, August 23

IX. Town Attorney's Report

Alderman Cain-Great addition of South West airlines coming to McGee Tyson Airport.

The meeting adjourned at 7:26 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

Town of Farragut

P R O C L A M A T I O N

Constitution Week 2025

WHEREAS: September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to officially recognize this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, The Board of Mayor & Aldermen of the Town of Farragut, Tennessee do hereby proclaim September 17 through 23, 2025 to be

CONSTITUTION WEEK

in the Town of Farragut and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Signed this 11th day of September 2025.

Ron Williams, Mayor

Town of Farragut

PROCLAMATION

WHEREAS, The National Society Daughters of the American Revolution (NSDAR), founded October 11, 1890, and incorporated by an act of Congress in 1896, is headquartered in Washington, D.C., acting as a nonprofit, non-political, volunteer women's service organization; and

WHEREAS, The DAR motto is God, Home and Country, and members are dedicated to promoting patriotism, preserving American history, and securing America's future through better education for its children; and

WHEREAS, DAR members support these goals by engaging in worthy service endeavors to include supporting scholarship programs in our schools, honoring Veterans in our communities, developing memorials highlighting our nation's achievements, and participating in naturalization ceremonies for our new citizens; and

WHEREAS, The DAR boasts 190,000 members in 3,000 chapters across the United States and throughout the world, with more than 1,000,000 women serving as members since the DAR was established in 1890; and

WHEREAS, The Town of Farragut recognizes the Andrew Bogle, Bonny Kate, Cavett Station, Emory Road and Samuel Frazier Chapters on this 134th Anniversary of the founding of the DAR;

NOW, THEREFORE, The Board of Mayor & Aldermen of the Town of Farragut, Tennessee do hereby proclaim October 11, 2025, as

DAUGHTERS of the AMERICAN REVOLUTION DAY

and urge all citizens to join me in this observance.

Signed this 11th day of September 2025.

Ron Williams, Mayor

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: David Smoak, Town Administrator
Allison Myers, Finance Director/Town Recorder

Subject: Approval of Ordinance 25-14 on first reading, an ordinance to amend Fiscal Year 2025-2026 General Fund and Capital Investment Fund Budgets, 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 General Fund and Capital Investment Program (CIP) fund budgets.

Discussion & Recommendations: **General Fund Amendment**
The **General Fund Budget** will be amended by increasing the expenditures from \$12,173,643 to \$12,263,643, an increase of \$90,000. The increase of \$90,000 will be added to the Administration Department personnel budget.

During the fourth quarter of FY 2025, the Town engaged the University of Tennessee Municipal Technical Advisory Service (MTAS) to conduct a comprehensive assessment of the Finance Department in response to capacity constraints and process gaps. The objective was to identify opportunities to strengthen operational effectiveness and service delivery.

MTAS’s primary recommendation is to separate the combined Finance Director/Town Recorder role into two positions—Finance Director/Treasurer and Town Recorder. This change would improve efficiency, productivity, and workload balance for both positions. Staff concur with this recommendation.

An additional \$90,000 is needed for the Recorder position in the Administration Department personnel budget. The requested budget amendment will be funded through the General Fund balance.

General Fund Financial Section

Account Number: General Fund Amendment

<u>Total Budget</u>	<u>Requested Amendment</u>	<u>Amended Budget</u>
\$12,173,643	\$90,000	\$12,263,643

Approved By: A. Myers

CIP Amendment

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).

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.

CIP 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: David Smoak, Town Administrator, Allison Myers, Finance Director/Town Recorder for approval.

Proposed Motion: Approve Ordinance 25-14, an ordinance to amend Fiscal Year 2025-2026 General Fund and Capital Investment Fund Budgets, Passed by Ordinance 25-10, on first reading.

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

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE
FISCAL YEAR 2025-2026 GENERAL FUND AND 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 General Fund and 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 **General Fund Budget** will be amended by increasing the expenditures from \$12,173,643 to \$12,263,643, an increase of \$90,000. The increase of \$90,000 will be added to the Administration Department personnel budget. The requested budget amendment will be funded through the General Fund's fund balance.

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). The requested budget amendment will be funded through the Capital Investment Program's fund balance.

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

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

Ron Williams, Mayor

Allison Myers, Town Recorder



Memo

To: Board of Mayor and Alderman
From: David Smoak, Town Administrator
Michelle Pence, Director of Administrative Services
Date: 08/21/2025
Re: Results and Suggestions from MTAS Town of Farragut Financial Review

In the fourth quarter of FY 2025, the Town engaged the University of Tennessee Municipal Technical Advisory Service (MTAS) to conduct a comprehensive assessment of the Finance Department in response to capacity constraints and process gaps. The objective was to identify opportunities to strengthen operational effectiveness and service delivery.

Workload Trend

Transaction volume has grown substantially, indicating increased workload and complexity:

Year	2025 (YTD)	2025 (Est.)	2024	2023	2022
# of Transactions	3,629	6,221	5,189	4,245	3,764

MTAS Recommendation

MTAS's primary recommendation is to separate the combined Finance Director/Town Recorder role into two positions—Finance Director/Treasurer and Town Recorder. This change would improve efficiency, productivity, and workload balance for both positions. Staff concur with this recommendation.

Budget Impact

Current (combined role):

- Salary: \$145,419
- Benefits: \$35,000
- Total: \$180,419

Proposed (two roles):

- Finance Director: Salary \$150,000; Benefits \$35,000; IT Hardware \$3,000 → \$188,000
- Town Recorder: Salary \$90,221; Benefits \$35,000 → \$125,221
- Proposed Total: \$313,221

Net Budget Impact:

- Gross increase: \$313,221 – \$180,419 = \$132,802
- Finance budgeted expenses of \$43,000 for credit card processing fees, which will not be required as the charges are now being paid by the customer
- **Net increase to budget: \$89,802 (≈ \$90,000)**

MTAS also identified additional staffing and process recommendations. These will be evaluated during the current fiscal year, with potential implementation in FY 2027.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Approval of Ordinance 25-16, on first reading, to amend the Farragut Municipal Code, Chapter 2, Administration, Section 2.104 to replace the existing section, Copies of Records and Ordinances, in its entirety with a new section titled Guidelines for Access to and Reproduction of Public Records and Schedule of Charges for Reproduction of Public Records

Introduction & Background:

The State of Tennessee Comptroller's Office of Open Records Counsel established a model best practices and public records policy for use by records custodians in compliance with Tenn. Code Ann. § 10-7-503. Ordinance 25-16 is based on the approved policy.

Discussion & Recommendations:

The revised public records ordinance balances the governmental entity's need to function efficiently, protect confidential information, and maintain the integrity of records with the public's right to access records pursuant to the Tennessee Public Records Act ("TPRA"). Any practices and procedures, including charging fees, should not be used to hinder the exercise of rights granted to citizens under the TPRA.

The revised ordinance identifies the following:

- The process for making requests to inspect public records or receive copies of public records and a copy of any required request form;
- The process for responding to requests, including redaction practices;
- A statement of any fees charged for copies of public records and the procedures for billing and payment; and
- The name or title and the contact information of the individual or individuals within such governmental entity designated as the PRRC.

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

Proposed Motion:

To approve Ordinance 25-16, on first reading, to amend the Farragut Municipal Code, Chapter 2, Administration, Section 2.104 to replace the existing section, Copies of Records and Ordinances, in its entirety with a new section titled Guidelines for Access to and Reproduction of Public Records and Schedule of Charges for Reproduction of Public Records

ORDINANCE	25-16
PREPARED BY	Myers
1 ST READING	September 11, 2025
2 nd READING	September 25, 2025
PUBLISHED IN	Farragut Press
DATE	_____

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION, SECTION 2.104 TO REPLACE THE EXISTING SECTION, COPIES OF RECORDS AND ORDINANCES, IN ITS ENTIRETY WITH A NEW SECTION TITLED GUIDELINES FOR ACCESS TO AND REPRODUCTION OF PUBLIC RECORDS AND SCHEDULE OF CHARGES FOR REPRODUCTION OF PUBLIC RECORDS

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Chapter 2, Section 2.104, Copies of Records and Ordinances.

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 by replacing the existing Records and Ordinances section in its entirety with a new ordinance titled Guidelines for access to and reproduction of public records and schedule of charges for reproduction of public records as follows:

SECTION 1.

Sec. 2-104

a) Objectives.

1. Pursuant to Tennessee Code Annotated § 10-7-503(g), this chapter is hereby adopted by the Board of Mayor and Aldermen to provide economical and efficient access to public records as provided under the Tennessee Public Records Act ("TPRA") in Tennessee Code Annotated § 10-7-501 et seq.
2. The TPRA provides that all state, county, and municipal records shall at all times during business hours be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. See Tennessee Code Annotated § 10-7-503(a)(2)(A). Accordingly, the public records of the Town of Farragut are presumed to be open for inspection unless otherwise provided by law.
3. Personnel of the Town of Farragut shall timely and efficiently provide access and assistance to persons requesting to view or receive copies of public records. No provisions of this policy shall be used to hinder access to public records. However,

the integrity and organization of public records, as well as the efficient and safe operation of the Town of Farragut, shall be protected as provided by current law. Concerns about this policy should be addressed to the public records request coordinator for the Town of Farragut or to the Tennessee Office of Open Records Counsel ("OORC").

This chapter is available for inspection and duplication in the office of the town recorder. Additionally, this ordinance is posted online at <https://www.townoffarragut.org/>. This policy shall be reviewed periodically as needed.

This chapter shall be applied consistently throughout the various offices, departments, and/or divisions of the Town of Farragut.

b) Definitions.

1. *Records custodian.* The office, official, or employee lawfully responsible for the direct custody and care of a public record. See Tennessee Code Annotated § 10-7-503(a)(1)(C). The records custodian is not necessarily the original preparer or receiver of the record.
2. *Public records.* All documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. See Tennessee Code Annotated § 10-7-503(a)(1)(A).
3. *Public records request coordinator ("PRRC").* The individual, or individuals, designated in section 2-104(d)(1)(C), who has, or have, the responsibility to ensure public record requests are routed to the appropriate records custodian and are fulfilled in accordance with the TPRA. Tennessee Code Annotated § 10-7-503(a)(1)(B). The public records request coordinator may also be a records custodian.
4. *Requestor.* A person seeking access to a public record, whether it is for inspection or duplication.

c) Requesting access to public records.

1. Public record requests shall be made to the PRRC or his/her designee or via online submission, in order to ensure public record requests are routed to the appropriate records custodian and fulfilled in a timely manner.
2. Requests for inspection only cannot be required to be made in writing. The PRRC will request a mailing or email address from the requestor for providing any written communication required under the TPRA.
3. Requests for inspection may be made orally or in writing on Form A developed by the PRCC and found at <https://www.townoffarragut.org> or the Town of Farragut, 11408 Municipal Center Drive, Farragut, Tennessee, 37934; by phone at 865-966-7057; or by email to recorder@townoffarragut.org.
4. Requests for copies, or requests for inspection and copies, shall be made in writing on Form A developed by the PRCC and found at <https://www.townoffarragut.org> or the

Town of Farragut, 11408 Municipal Center Drive, Farragut, Tennessee, 37934; by phone at 865-966-7057; or by email to recorder@townoffarragut.org.

5. Proof of Tennessee citizenship by presentation of a valid Tennessee driver's license or alternative acceptable form of ID showing Tennessee residency is required as a condition to inspect or receive copies of public records.
 - a. Individuals doing business in Farragut by requesting information on a particular project may provide proof that they are connected to the project and may have access to the records regardless of residency.

d) Responding to public records requests.

1. *Public record request coordinator.*

- A. The PRRC shall review public record requests and make an initial determination of the following:
 - i. If the requestor provided evidence of Tennessee citizenship;
 - ii. If the records requested are described with sufficient specificity to identify them; and
 - iii. If the Town of Farragut is the custodian of the records.
- B. The PRRC shall acknowledge receipt of the request and take any of the following appropriate action(s):
 - i. Advise the requestor of this policy and the elections made regarding:
 - A. Proof of Tennessee citizenship;
 - B. Form(s) required for copies;
 - C. Fees (and labor threshold and waivers, if applicable); and
 - D. Aggregation of multiple or frequent requests.
 - ii. If appropriate, deny the request in writing, providing the appropriate ground, such as one of the following:
 - A. The requestor is not, or has not presented evidence of being, a Tennessee citizen;
 - B. The request lacks specificity;
 - C. An exemption makes the record not subject to disclosure under the TPRA;
 - D. The Town of Farragut is not the custodian of the requested records; or
 - E. The records do not exist.
 - iii. If appropriate, contact the requestor to see if the request can be narrowed.

- iv. Forward the records request to the appropriate records custodian in the Town of Farragut.
- C. The designated PRRC(s) is(are):
 - i. Town Recorder, contact information: Town of Farragut, 11408 Municipal Center Drive, Farragut, TN, 37934, or by phone at 865-966-7057, or by email to recorder@townoffarragut.org.

2. Records custodian.

- A. Upon receiving a public records request, a PRRC shall promptly make requested public records available in accordance with Tennessee Code Annotated § 10-7-503. If the records custodian is uncertain that an applicable exemption applies, the custodian may consult with counsel, or the OORC.
- B. If not practicable to promptly provide requested records because additional time is necessary to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are open; to redact records; or for other similar reasons, then a records custodian shall, within seven business days from the records custodian's receipt of the request, send the requestor a completed Public Records Request Response Form B (found in the recorder's office), both based on the form developed by the OORC.
- C. If a records custodian denies a public record request, he or she shall deny the request in writing as provided in section 1-904(l)(c) using the Public Records Request Response Form B.
- D. If a records custodian reasonably determines production of records should be segmented because the records request is for a large volume of records or additional time is necessary to prepare the records for access, the records custodian shall notify the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. If appropriate, the records custodian should contact the requestor to see if the request can be narrowed. Notification may occur through the Public Records Request Response Form B.
- E. If a records custodian discovers records responsive to a records request were omitted, the records custodian should contact the requestor concerning the omission and produce the records as quickly as practicable.

3. Redaction.

- A. If a record contains confidential information or information that is not open for public inspection, the records custodian shall prepare a redacted copy prior to providing access. If questions arise concerning redaction, the records custodian should coordinate with counsel or other appropriate parties regarding review and redaction of records. The records custodian and the PRRC may also consult with the OORC.

- B. Whenever a redacted record is provided, a records custodian should provide the requestor with the basis for redaction. The basis given for redaction shall be general in nature and not disclose confidential information.

e) Inspection of records.

1. There shall be no charge for the inspection of public records.
2. The location for inspection of records within the offices of the Town of Farragut shall be determined by the PRRC.
3. When a reasonable basis exists, the PRRC may require an appointment for inspection.
4. A town employee will sit with the requestor while the requestor views the records.
5. A requestor will not be allowed to make copies of records with personal equipment. Requestors may purchase storage devices from the town upon which the records will be downloaded.
6. If a person makes two (2) or more requests to view a public record within a six-month period and, for each request, the person fails to view the public record within fifteen (15) business days of receiving notification that the record is available to view, the governmental entity is not required to comply with any public records request from the person for a period of six (6) months from the date of the second request to view the public record unless the governmental entity determines failure to view the public record was for good cause. Tenn. Code Ann. § 10-7-503(a)(7)(A)(vii)(a).

f) Copies of records.

1. A records custodian shall promptly respond to a public record request for copies in the most economic and efficient manner practicable.
2. Copies will be available for pickup at the Town of Farragut.
3. Upon payment for postage, copies will be delivered to the requestor's home address by the United States Postal Service.
4. A requestor will not be allowed to make copies of records with personal equipment. Requestors may purchase storage devices from the town upon which the records will be downloaded.
5. If a person makes a request for copies of a public record and, after copies have been produced, the person fails to pay to the governmental entity the cost for producing such copies, the governmental entity is not required to comply with any public records request from the person until the person pays for such copies; provided, that the person was provided with an estimated cost for producing the copies in accordance with subdivision Tenn. Code Ann. § 10-7-503(a)(7)(B)(ii) prior to producing the copies and the person agreed to pay the estimated cost for such copies. Tenn. Code Ann. § 10-7-503(a)(7)(A)(vii)(b).

g) Fees and charges and procedures for billing and payment.

Fees and charges for copies of public records should not be used to hinder access to public records.

1. Records custodians shall provide requestors with an itemized estimate of the charges prior to producing copies of records and may require pre-payment of such charges before producing requested records.
2. When fees for copies and labor do not exceed \$1.00, the fees may be waived.
3. Fees and charges for copies are as follows:

A. Copies—Standard sizes:

- i. Black and white ($8\frac{1}{2} \times 11$ or $8\frac{1}{2} \times 14$) documents \$0.15 per page
- ii. Color ($8\frac{1}{2} \times 11$ or $8\frac{1}{2} \times 14$) documents \$0.50 per page
- iii. Certified copies \$ 0.50 per page
- iv. Maps, plats, electronic data, audio discs, video discs and all other materials shall be duplicated at actual costs to the town.
- v. (Duplex copies shall be equivalent to two separate pages)

In the event actual costs of the records custodian are higher than those reflected above or if the requested records are being reproduced on a medium other than standard size paper, the records custodian will compute the actual costs of the reproduction and inform the requestor prior to the charges being incurred. All copying of records must be performed by employees of the town or by an outside vendor designated by the records custodian.

- B. *Large copies.* The terms and conditions of Tennessee Code Annotated § 10-7-506(c) are included herein by reference as fully and completely as though copied herein verbatim. The charge shall be \$2.00 per square foot for copies of documents in sizes other than $8\frac{1}{2} \times 11$ or $8\frac{1}{2} \times 14$ such as maps, plats, or other large format documents. (Paper cost approximately \$.21/sq. ft.; ink \$.75 to \$1.00/sq. ft.; plotter/GIS system \$.80 to \$1.00/sq. ft.)
- C. *Flash drive.* The charge to transfer digital records onto a new flash drive shall be the cost of the flash drive, provided by the town. (This does not include possible labor costs associated with uploading the records.)
- D. *Labor costs.* After the first hour, the cost of the employee's salary/wages for time spent producing the records will be charged. If participation by more than one employee is required to produce the requested records, the requestor shall not be invoiced for first hour of the highest paid employee. Requests for copies of records may not be broken down to multiple requests for the same information in order to qualify for the first free hour.
- E. *Delivery of copies.* Delivery of copies of records to a requestor is anticipated to be by hand delivery when the requestor returns to the custodian's office to retrieve the requested records. If the requestor chooses not to return to the custodian's office to retrieve the copies, the records custodian may deliver the copies through the United

States Postal Service, and the cost incurred in delivering the copies shall be assessed in addition to any other charge. Additionally, the costs of packing materials and necessary media required shall be added to the total charges.

- F. *Outside vendor.* If the records custodian utilizes an outside vendor to produce copies of requested records because the custodian is legitimately unable to produce the copies in the office, the costs assessed by the vendor to the town shall be paid by the requestor in addition to any other allowable charges.
 - G. *CD-ROM.* Reproduction of an existing CD-ROM shall be \$3.00. (This does not apply to uploading information onto a CD-ROM).
 - H. *DVD.* Reproduction of an existing DVD shall be \$5.00. (This does not apply to uploading information on a DVD).
- 4. Payment is to be made in cash, by personal check, or by credit card payable to the Town of Farragut and presented to the records custodian.
 - 5. Payment in advance will be required when costs are estimated to exceed \$10.00.
 - 6. Aggregation of frequent and multiple requests.
 - A. The Town of Farragut will aggregate record requests in accordance with the frequent and multiple request policy promulgated by the OORC when more than four requests are received within a calendar month (either from a single individual or a group of individuals deemed working in concert).
 - B. If more than four requests are received by the town within a calendar month:
 - i. Records requests will be aggregated at the town level.
 - ii. The PRRC is responsible for making the determination that a group of individuals are working in concert. The PRRC or the records custodian will inform the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.
 - iii. Requests for items that are routinely released and readily accessible are exempt from this policy. These records include, but are not necessarily limited to, meeting agendas and approved minutes.
 - 7. Safe harbor policy. The safe harbor policy established by the OORC is adopted herein by reference as fully and completely as though copied herein verbatim. The Town of Farragut is committed to adhering to the schedule of reasonable charges and the policy for frequent and multiple request as established by the OORC. This policy is reviewed annually by the OORC.
 - A. *Waiver of fees established.* The records custodian is not required to impose charges for copies or duplications of public records. The Town of Farragut shall waive fees for a single request totaling less than \$1.00.
 - B. *Frequent requestor.* When the total number of requests made by a requestor during a calendar month exceeds four, the requestor shall be charged a fee for all labor that is reasonably necessary to produce copies of the requested records. The requestor shall

not be entitled to one free hour of labor, and the requestor shall be notified accordingly.

8. Frail records. If the public records requested are frail due to age or other conditions and copying of the records will cause damage to the original records, the requesting party may be required to make an appointment for inspection.

SECTION 2.

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



Town of Farragut-Form A
PUBLIC RECORDS REQUEST FORM

The Tennessee Public Records Act (TPRA) grants Tennessee citizens the right to access open public records that exist at the time of the request. The TPRA does not require records custodians to compile information or create or recreate records that do not exist.

To: Allison Myers, Town Recorder, Town of Farragut, 11408 Municipal Center Drive, Farragut, TN 37934

recorder@townoffarragut.org

(Insert Requestor's Name and Contact Information (include an address for any TPRA required written response))

From:

Name

Address

City, State, Zip Code

Contact number & email

Is the requestor a Tennessee citizen? Yes No

Request: Inspection (The TPRA does not permit fees or require a written request for inspection only¹.)

Copy/Duplicate

If costs for copies are assessed, the requestor has a right to receive an estimate. Do you wish to waive your right to an estimate and agree to pay copying and duplication costs in an amount not to exceed \$ _____ If so, initial here: _____

Delivery preference:

On-Site Pick-Up
Electronic

USPS First-Class Mail
Other: _____

Records Requested:

Provide a detailed description of the record(s) requested, including: (1) type of record; (2) timeframe or dates for the records sought; and (3) subject matter or key words related to the records. Under the TPRA, record requests must be sufficiently detailed to enable a governmental entity to identify the specific records sought. As such, your record request must provide enough detail to enable the records custodian responding to the request to identify the specific records you are seeking.

Signature of Requestor and Date Submitted

Signature of Public Records Request Coordinator and Date Received

¹ Note, Tenn. Code Ann. § 10-7-504(a)(20)(C) permits charging for redaction of private records of a utility.



Town of Farragut-Form B
PUBLIC RECORD REQUEST RESPONSE FORM

In response to your records request received on _____, our office is taking the action(s)¹ indicated below:

- ☐ The public record(s) responsive to your request will be made available for inspection:
Location: _____
Date & Time: _____
- ☐ Copies of public record(s) responsive to your request are:
☐ Attached;
☐ Available for pickup at the following location: _____; or
☐ Being delivered via: ☐ USPS First-Class Mail ☐ Electronically ☐ Other: _____.
- ☐ Your request is denied on the following grounds:
☐ Your request was not sufficiently detailed to enable identification of the specific requested record(s). You need to provide additional information to identify the requested record(s).
☐ No such record(s) exists or this office does not maintain record(s) responsive to your request.
☐ No proof of Tennessee citizenship was presented with your request. Your request will be reconsidered upon presentation of an adequate form of identification.
☐ You are not a Tennessee citizen.
☐ You have not paid the estimated copying/production fees.
☐ The following state, federal, or other applicable law prohibits disclosure of the requested records: _____.
- ☐ It is not practicable for the records you requested to be made promptly available for inspection and/or copying because:
☐ It has not yet been determined that records responsive to your request exist; or
☐ The office is still in the process of retrieving, reviewing, and/or redacting the requested records.

The time reasonably necessary to produce the record(s) or information and/or to make a determination of a proper response to your request is: _____.

If you have any additional questions regarding your record request, please contact

Sincerely,

¹ If all requested records do not have the same response, so indicate.

Existing Records Request Ordinance

Sec. 2-104. Copies of records and ordinances.

- (a) *Public records.* The Tennessee Public Records Act provides that all town records shall at all times, during business hours, be open for personal inspection by any citizen of the state, unless otherwise provided by law, pursuant to T.C.A. § 10-7-503(a). It is the policy of the town to comply with the Tennessee Public Records Act as well as the laws of the state applicable to municipalities governing public records contained in T.C.A. title 10, ch. 7 (T.C.A. § 10-7-101 et seq.).
- (1) *Records open to public inspection.* Public records have been defined to mean all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with a transaction of official business by any governmental agency, pursuant to T.C.A. § 10-7-301(6). All records of the town meeting this description will be open to public inspection unless otherwise provided by law.
- (2) *Records not open to public inspection.* Some records maintained by the town are determined by law to be confidential records and not open for public inspection. Those records include, but are not limited to, the following:
- a. All contingency plans of law enforcement agencies prepared to respond to any violent incident, bomb threat, ongoing act of violence at a school or business, ongoing act of violence at a place of public gathering, threat involving a weapon of mass destruction, or terrorist incident pursuant to T.C.A. § 10-7-503(e).
 - b. Records of students in public educational institutions, pursuant to T.C.A. § 10-7-504(a)(4)(A).
 - c. All riot, escape, and emergency transport plans which are incorporated in a policy and procedures manual of town jails, pursuant to T.C.A. § 10-7-504(a)(14).
 - d. Records containing the credit card numbers of persons doing business with the town and any related personal identification numbers or authorization codes, pursuant to T.C.A. § 10-7-504(a)(19).
 - e. Records related to any town employee's identity, diagnosis, treatment or referral for treatment that are maintained by an Employee Assistance Program (EAP) pursuant to T.C.A. § 10-7-504(d).
 - f. Records related to town employee medical treatment or medical testing, including drug testing at the expense of the town, pursuant to T.C.A. § 10-7-504(a)(1) and (d).
 - g. Information compiled and maintained by the town concerning a person who has obtained a valid protection document pursuant to T.C.A. § 10-7-504(a)(15).
 - h. Certain information about town employees considered by state laws to be private, including unpublished telephone numbers, bank account information, social security numbers, and driver license information (unless driving a vehicle is part of the employee's job duties), pursuant to T.C.A. § 10-7-504(f)(1).
 - i. Other records deemed confidential and not open to public inspection pursuant to T.C.A. § 10-7-504 or other law.
- (b) *Rules for access to public records.*

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- (1) *Proof of citizenship.* The Tennessee Public Records Act only applies to citizens of the state. A person seeking access to public records of the town must provide proper identification to establish state citizenship.
- (2) *Requests for records.*
- a. Persons wishing to inspect the public records are not required to fill out a written request. Persons wishing to make copies of records shall make a request to the town recorder's office. The request for copies shall be made in writing on the inspection/duplication of records request form attached hereto with instructions as provided by the office of open records counsel. If the person requesting copies of records or inspection fails, is unable, or refuses to complete the form, the employee handling the request shall complete it with information provided by the requesting party. The form will be distributed by the town recorder's office to a department head or employee who has responsibility for the maintenance of the subject requested public records, and they shall process the request. It is the responsibility of the requestor to provide sufficient details to enable the records custodian to identify the records being requested.
 - b. If the requested records are knowingly available, the department head or employee shall provide the requestor with assistance in accessing the records in order for the requestor to inspect. If the public records are not readily accessible, the public records shall be provided to the requestor within seven business days, or the department head or employee shall explain to the requestor in a records request denial letter, form attached hereto with instructions, as to the reason for denial of access to the public records or to the requestor in a records production letter, form attached hereto with instructions, as to the reason for the delay of access to the public records. Reasons for the delay or denial may be based on the following criteria or circumstances:
 1. The kind, amount, and nature of the records requested;
 2. Uncertainty as to what records are requested;
 3. The location of the records requested;
 4. The format in which the records are requested;
 5. The extent of the department head's or employee's resources to locate such records at the time the request is made;
 6. Intervening emergencies, problems, and other events that might reasonably delay the delivery of the records for inspection; and
 7. The extent to which the request creates undue disruption on other essential functions of the department.
- (3) *Electronic records.*
- a. Some public records stored, contained or available as data or information within the memory or storage facilities of computer or electronic equipment might be subject to inspection (and copying) only through the services of town employees familiar with the equipment that facilitates such inspection (or copying), or services of the town's subcontractor. The department head or employee shall make a reasonable effort to ensure that such records are available for inspection under the same rules governing inspection above (see subsection (b)(2) of this section). However, where such records create special problems of determining confidentiality of all or some of their parts before they are viewed, or if the requestor wants the records in a format different than that contained in the computer, additional delay in the delivery of such records may occur. The department head or employee shall keep such delays to a minimum. The department head or employee shall notify the requester of the approximate length of delay in the delivery of the records for inspection.

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- b. The requestor shall have the following options when requesting public records:
 - 1. View the information on the town's computer equipment in read only format if it is reasonably available.
 - 2. Have any digital records transferred to a diskette or other compatible storage medium.
 - 3. Request paper copies of requested records.
 - 4. Transferred electronically (email, facsimile) if feasible.
- (4) *Limitations on disclosure of confidential records.*
- a. Upon receiving a request to inspect public records, the department head or employee shall grant the request unless the record requested is confidential, in whole or in part, under the Tennessee Public Records Act and/or any other applicable law. In cases of public records that are confidential in part, the department head or employee shall deliver for inspection that part of the record that is not confidential. If it is necessary to redact confidential information from a record, the requestor must pay the town's costs associated with redacting the records as provided in by this division. Where the department head or employee is uncertain whether a requested record is confidential, he shall consult with the town administrator or his designee, and the town administrator or his designee shall make the final determination. The department head or employee shall inform the requestor in a records production letter that uncertainty exists as to the confidentiality of the record, and write the approximate date the uncertainty will be resolved.
 - b. If the town administrator's or his designee's final determination is that the record is confidential, the department head or employee handling the request shall notify the requestor in a records request denial letter, stating the reason that the record is confidential, and citing, if possible, the statute or reasoning supporting the determination.
- (5) *Costs of inspection.* Generally, there is no charge for on-site, visual inspection of public records. However, where the public records requested are electronic records, and the records are not in the format requested by the requestor, and a special computer program must be created to retrieve such records in the requested format, the department head or employee shall estimate the cost of creating such program, including the time and labor of town employees, and/or the town's sub-contractor, based upon an average hourly pay rate for the town's clerical employees, including social security, insurance and other benefits, and/or the town's subcontractor's cost. There will be no charge for the first one hour of labor in producing the requested records of the highest paid employee. The requestor shall pay to the town the estimated cost of the special programs before the public records are compiled in the requested format. If the cost of the special programs exceeds the amount previously paid, the requestor shall pay the balance to the town prior to the inspection of the public records in the requested format. If the cost of the special programs is less than the amount previously paid by the requestor, the balance shall be refunded upon the delivery of the public records for inspection.
- (6) *Custody of records.* Public records shall at all times remain in the physical custody of the department head or employee. Public records shall also remain on the town's premises unless sent to a commercial copying service under the direction of a department head or employee.
- (7) *Procedure for copying public records.* Except for exempt records, requestors shall be entitled to a copy of any public record and copies shall be made on the town's copying equipment. Where such equipment does not exist, is inoperative, is not designed to copy the records requested, or the requestor wants the copies in a format the town equipment cannot duplicate, such copies may be made on commercial copying equipment.

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- (c) *Cost of copies.* The following fees shall be applied in accordance with the schedule of reasonable charges for copies of public records produced by the office of open records counsel on October 1, 2008. The town's fee schedule of public records is as follows in subsection (d) of this section.
- (1) *Town's equipment and labor cost.* Any citizen requesting copies of public records will be charged based on the town's fee schedule of public records, as follows in subsection (d) of this section, which is subject to revision from time to time by the town administrator to reflect a change in costs as advised by the office of open records counsel. Costs include per page costs for ink, toner, paper, copier lease, cost of media (diskette, CD, DVD, etc.), plus the time and labor of town employees based upon an average hourly pay rate for the town's clerical employees, including insurance and other benefits, and/or the town's subcontractor's cost. However, there shall be no charge for the first one hour incurred by the highest paid employee in producing the requested records, including the redaction of confidential or privileged information. Payment for the cost of copies shall be made by the requestor before the copies are made. The payment shall be based on the approximate number of copies requested. If the actual cost of the copies exceeds the amount previously paid by the requestor, the balance shall be paid by the requestor before delivery of the copies. If the previous payment made by the requestor exceeds the cost of the copies, the balance shall be refunded to the requestor upon the delivery of the copies.
 - (2) *Commercial equipment.* Where the town's copying equipment is incapable of making copies of the public records requested, or its copying equipment is inoperative, the department head or employee shall notify the requestor. If the requestor decides that he wants a commercially-made copy of the records, he shall notify the department head or employee, who shall determine the estimated cost of such copies by the most cost efficient method. If the requestor desires to obtain the commercial copies, he shall pay the estimated cost of the copies. If the actual cost of the copies exceeds the amount previously paid by the requestor, he shall pay the balance to the town before delivery of the copies. If the previous payment made by the requestor exceeds the cost of the copies, the balance shall be refunded upon delivery of the copies.
- (d) *Fee schedule for copies of public records.*
- (1) *Costs charged to requestor.* A requestor will be charged all actual costs in the production of requested records to include \$0.15 per black and white page copied and \$0.50 per color page copied. Duplex or double-sided copies will be charged as two copies. Actual costs include the making of copies of the requested records, any special expenses incurred in the production and mailing of the records and the hourly wages of employees reasonably necessary to produce the requested information. The cost of labor by the staff time to produce the record request cannot be assessed for the first one hour that the highest paid employee works to produce the requested material.
 - a. Example: The hourly wage of employee #1 is \$15.00. The hourly wage of employee #2 is \$20.00. Employee #1 spends two hours on a request. Employee #2 spends two hours on the same request. Because employee #2 is the highest paid employee, subtract the one-hour threshold from the hours employee #2 spent producing the request. Multiply the number of hours each employee is able to charge for producing the request by that employee's hourly wage and then add the amounts together for the total amount of labor that can be charged (i.e., $(2 \times 15) + (1 \times 20) = \50.00). For this request, \$50.00 could be assessed for the labor.
 - b. The hourly wages for a records custodian or staff time for the production of copies for a records request shall be based on the current hourly rate for the employees responding to the request.
 - (2) *Frequent and multiple requests for public records.* When the total number of requests made by a requestor within a calendar month exceeds four, a records custodian will begin to charge the requestor a fee for any and all labor that is reasonably necessary to produce the copies of the requested records after informing the requestor that the aggregation limit has been met. Request for items that are

routinely released and readily accessible, such as agendas for current calendar month meetings and approved minutes from meetings held in the previous calendar month, are exempt from this policy. Disputes as to aggregation shall be brought to the office of open records counsel. Additionally, a records custodian may aggregate the total number of public records requests made by a requestor and by any other individual, if the records custodian reasonably believes the requestor to be acting in concert with or as the agent of another person, entity or organization. A records custodian choosing to aggregate requests by multiple requestors must inform the requestors of the determination to aggregate and that they have the right to appeal the decision to aggregate to the office of open records counsel. When aggregating the labor of multiple requestors, the records custodian must file a notice of aggregation of multiple requestors with the office of open records counsel, form attached hereto.

- (3) *Records with commercial value.* Any request for a town public record that has commercial value, or for a record that does not exist in the form or format requested, will be referred to the town administrator or his designee for consideration. The town will charge a reasonable fee for the reproduction of any public record that has commercial value as allowed by state law and in accordance with T.C.A. § 10-7-506.

INSPECTION/DUPPLICATION OF RECORDS REQUEST

TOWN OF FARRAGUT

11408 Municipal Center Drive - Farragut Tennessee 37934
Phone 865-966-7057 - Fax 865-675-2096

Requestor Instructions: To make a request for copies of public records fill in sections 1-5. Do not sign and date the signature line until the records are received.

Custodian Instructions: For requests to inspect, the records custodian is to fill in sections 1-6 and 9. For requests for copies, the records custodian is to fill in sections 5-8. Do not sign and date the signature line until the records are delivered to the requestor.

Note: Tenn. Code Ann. § 10-7-503(a)(7)(A) provides that unless another provision in law specifically requires a written request, a request to inspect public records may not be required in writing nor can a fee be assessed for inspection of records.

1. Name of requestor: _____
(Print or Type; Initials required for copy requests)

2. Form of identification provided:

☐ Photo ID issued by governmental entity including requestor's address

☐ Other: _____

3. Requestor's address and contact information: _____

4. Request for: ☐ Inspection/access ☐ Copy/duplicate [previously inspected on _____ (date) or ☐ inspection waived]

5. Record(s) requested:

a. Type of record: ☐ Minutes ☐ Annual Report ☐ Annual Financial Statements
☐ Budget ☐ Employee file ☐ Other

b. Detailed Description of the record(s) including relevant date(s) and subject matter:

6. Request submitted to: _____
(Name of Governmental Entity, Office or Agency)

a. Employee receiving request: _____
(Print or Type and Initial)

b. Date and time request received: _____

c. Response: ☐ Same day ☐ Other _____

Inspection/Duplication of Records Request
Tenn. Code Ann. § 10-7-503(a)(7)(A)
Revised effective 1/1/2009

7. Costs

- a. Number of pages to be copied: _____ ☐ Estimated
- b. Cost
- (1) per page letter or legal sized: ☐ \$ _____ (justification required if more than \$0.15) per black and white
☐ \$ _____ (justification required if more than \$0.50) per color;
- (2) per page other sized or other medium _____: ☐ \$ _____ (justification required)
- c. Estimate of labor costs to produce the copy (for time exceeding 5 hours): _____
- ☐ Labor at \$ _____ /hour for _____ hour(s).
☐ Labor at \$ _____ /hour for _____ hour(s).
☐ Labor at \$ _____ /hour for _____ hour(s).
- d. Programming cost to extract information requested: _____
- e. Method of delivery and cost: _____ ☐ Estimated
☐ On-site pick-up ☐ U.S. Postal Service ☐ Other: _____
- f. Estimate of total cost to produce request _____
- g. Estimate of total cost provided to requestor: ☐ in person ☐ by U.S.P.S. ☐ by phone
Other: _____

8. Payment:

- a. Form of payment: ☐ Cash ☐ Check ☐ Other _____
- b. Amount of payment: _____
- c. Date of payment: _____
- d. Actual cost (and adjustment if prepaid): _____

9. Date of: ☐ access to records _____ and/or ☐ delivery of copies _____

Signature of Records Custodian

Date

Signature of Requestor

Date

Inspection/Duplication of Records Request
Tenn. Code Ann. § 10-7-503(a)(7)(A)
Revised effective 1/1/2009

RECORDS REQUEST DENIAL LETTER

TOWN OF FARRAGUT

11408 Municipal Center Drive - Farragut Tennessee 37934
Phone 865-966-7057 - Fax 865-675-2096

(Insert Date)

Dear Sir or Madam:

On (insert date) this Office received your open records request to inspect/receive copies of (insert type of records). After reviewing the request, this Office is unable to provide you with either all or part of the requested record(s). The basis for this denial is

- ☐ No such record(s) exists.
- ☐ This office is not the records custodian for the requested record(s).
- ☐ Additional information is needed to identify the requested record(s): _____

- ☐ The following law (citation and brief description why access denied):
 - ☐ Tenn. Code Ann. Section: _____
 - ☐ Court Rule: _____
 - ☐ Common Law Provision: _____
 - ☐ Federal Law (HIPAA, FERPA, etc.): _____

If you have any additional questions please contact Ralph McGill, Mayor, at (865) 966-7057.

Sincerely,

Record Custodian:

Signature

Title

Address

Telephone #

Records Request Denial Letter
Tenn. Code Ann. § 10-7-503(a)(2)(B)(ii)
Revised effective 1/1/2009

Created: 2025-08-28 10:25:03 [EST]

(Supp. No. 21)

RECORDS PRODUCTION LETTER

TOWN OF FARRAGUT

11408 Municipal Center Drive - Farragut Tennessee 37934
Phone 865-966-7057 - Fax 865-675-2096

(Insert Date)

Dear Sir or Madam:

On (insert date) this Office received your open records request to inspect/receive copies of (insert type of records). Tennessee Code Annotated § 10-7-503(a) provides the following:

- (2)(B) The custodian of a public record or the custodian's designee shall promptly make available for inspection any public record not specifically exempt from disclosure. In the event it is not practicable for the record to be promptly available for inspection, the custodian shall within seven (7) business days:
- (i) Make such information available to the requestor;
 - (ii) Deny the request in writing or by completing a records request response form developed by the office of open records counsel. The response shall include the basis for the denial; or
 - (iii) **Furnish the requestor a completed records request response form developed by the office of open records counsel stating the time reasonably necessary to produce such record or information. [emphasis added]**

This Office is currently in the process of retrieving, reviewing, and/or redacting the requested records. In accordance with the above-cited law, this letter is being sent to inform you that by (insert reasonable necessary time) either the records you have requested to inspect/receive copies of will be available or a determination of accessibility and availability will be made regarding the requested records.

[(as appropriate if partial denial) This Office is unable to provide you with part of the requested record(s) and a separate denial letter is being/has been sent to you.]

If you have any additional questions please contact Ralph McGill, Mayor, at (865) 966-7057.

Sincerely,

Record Custodian:

Signature

Title

Address

Telephone #

Records Production Letter
Tenn. Code Ann. § 10-7-503(a)(2)(B)(iii)
Revised effective 1/1/2009

Created: 2025-08-28 10:25:03 [EST]

(Supp. No. 21)

NOTICE OF AGGREGATION OF MULTIPLE REQUESTORS

TOWN OF FARRAGUT

11408 Municipal Center Drive - Farragut, Tennessee 37934
Phone 865-966-7057 - Fax 865-675-2096

(Insert Date)

Mail completed form to:

Office of Open Records Counsel
Suite 1600, James K. Polk State Office Building
505 Deaderick Street
Nashville, Tennessee 37243
(615) 741-1551 (fax) or Open.records@state.tn.us (e-mail)

Records Custodian: _____
(Name of Governmental Entity, Office or Agency)

Employee/official authorizing aggregation: _____
(Name and title)

Address and phone number: _____

Other Offices or Custodians included in aggregation: _____

(_____) of Requestors being aggregated:
(Number)

Requestor's name, address and contact information: _____

Requestor's name, address and contact information: _____

Requestor's name, address and contact information: _____

NOTICE OF AGGREGATION OF MULTIPLE REQUESTORS FORM
T.C.A. Section 8-4-604(a)(2)
Page 1 of 2

Created: 2025-08-28 10:25:03 [EST]

(Supp. No. 21)

Requestor's name, address and contact information:

Requestor's name, address and contact information:

Requestor's name, address and contact information:

Explanation of basis for aggregation and description of scope (records included/excluded):

Requestors have been notified that a properly adopted aggregation policy exists, that the decision to aggregate has been made, and that there is a right to appeal the decision to the Office of Open Records Counsel.

Signature of Records Custodian, date

Signature of Requestor, date

Signature of Requestor, date

Signature of Requestor, date

Signature of Requestor, date

(Code 2007, §§ 1-307, 1-307(attach.); Ord. No. 02-04, 3-2002; Ord. No. 08-07, § 1, 5-22-2008; Ord. No. 09-29, § 1, 1-14-2010)

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: David Smoak, Town Administrator

Subject: Approval of Ordinance 25-17, on first reading, to amend the Farragut Municipal Code, Chapter 2, Administration, Division 3-Recorder; Section 2.103 Town Treasurer; to separate the roles of the Town Recorder and Town Treasurer

Introduction & Background:

The purpose of this agenda item is to approve Ordinance 25-17 on first reading.

Since the Town of Farragut’s incorporation in 1980, the Town Recorder has served as the Town Treasurer.

Discussion & Recommendations:

In the fourth quarter of FY 2025, the Town engaged the University of Tennessee Municipal Technical Advisory Service (MTAS) to conduct a comprehensive assessment of the Finance Department in response to capacity constraints and process gaps. The objective was to identify opportunities to strengthen operational effectiveness and service delivery.

MTAS’s primary recommendation is to separate the combined Finance Director/Town Recorder role into two positions—Finance Director/Treasurer and Town Recorder. This change would improve efficiency, productivity, and workload balance for both positions. Staff concur with this recommendation.

Ordinance 25-17 is the first step in separating the two roles. Below is a summary of the changes within the new ordinance:

- Responsibilities now explicitly include budget preparation, debt/investment management, payroll oversight, purchasing, and compliance with GAAP/GASB standards.
- The Treasurer is appointed by majority vote of the Board of Mayor and Aldermen, with day-to-day supervision by the Town Administrator.
- While historically the Town Recorder served as Treasurer, the new language allows the Treasurer to be appointed

separately.

Recommended By: David Smoak, Town Administrator for approval.

Proposed Motion: To approve Ordinance 25-17, on first reading, to amend the Farragut Municipal Code, Chapter 2, Administration, Division 3-Recorder; Section 2.103 Town Treasurer; to separate the roles of the Town Recorder and Town Treasurer

ORDINANCE	25-17
PREPARED BY	Myers
1 ST READING	September 11, 2025
2 nd READING	September 25, 2025
PUBLISHED IN	Farragut Press
DATE	_____

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION, DIVISION 3-RECORDER; SECTION 2.103 TOWN TREASURER; TO SEPARATE THE ROLES OF THE TOWN RECORDER AND TOWN TREASURER

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Chapter 2, Division 3, Recorder; Section 2.103, Town Treasurer

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 Section 2.103, Town treasurer as follows:

Sec. 2-103. Town treasurer.

- a) **Establishment.** There is hereby established the office of town treasurer. The town treasurer shall serve as the chief financial officer of the municipality.
- b) **Duties.** The town treasurer shall:
 - 1. Collect, receive, and receipt for all taxes, revenues, and proceeds of bond issues of the municipality.
 - 2. Disburse all municipal funds in accordance with applicable laws, ordinances, and resolutions.
 - 3. Maintain all financial records of the Town in compliance with generally accepted accounting principles (GAAP) and standards set forth by the Governmental Accounting Standards Board (GASB).
 - 4. Prepare the annual operating and capital budgets for submission to the Town Administrator and Board of Mayor and Aldermen.
 - 5. Provide regular financial reports to the Town Administrator, Board of Mayor and Aldermen, and state agencies as required by law.
 - 6. Manage municipal debt, investments, and cash flow in accordance with state law and Town financial policies.
 - 7. Oversee payroll, accounts payable/receivable, procurement, purchasing, and other fiscal operations.
 - 8. Perform such other duties as attendant to the office as may from time to time be assigned by ordinance, resolution, or the Town Administrator.
- c) **Appointment.** The Town Treasurer shall be appointed by majority vote of the Board of Mayor and Aldermen and may be supervised on a day-to-day basis by the Town Administrator.
- d) **Bond.** The Town Treasurer shall be bonded in such sum as may be fixed by, and with such surety as may be acceptable to, the Board of Mayor and Aldermen.

ORDINANCE	25-17
PREPARED BY	Myers
1 ST READING	September 11, 2025
2 nd READING	September 25, 2025
PUBLISHED IN	Farragut Press
DATE	_____

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION, DIVISION 3-RECORDER; SECTION 2.103 TOWN TREASURER; TO SEPARATE THE ROLES OF THE TOWN RECORDER AND TOWN TREASURER

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Chapter 2, Division 3; Section 2.103, Recorder

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 Section 2.103, Recorder as follows:

Sec. 2-103. Town treasurer.

- a) **Establishment.** There is hereby established the office of town treasurer. ~~The town treasurer shall serve as the chief financial officer of the municipality. It shall be the duty of the town treasurer to collect, receive and receipt for the taxes and all other revenue (and bonds) of the municipality, and the proceeds of its bond issues, and to disburse them, and to perform such other duties attendant to the office as may from time to time by ordinance or resolution be assigned by the board of mayor and aldermen.~~
- b) ~~The person appointed as and serving in the official capacity of town recorder shall fill and occupy the office of, and shall be, the town treasurer. The board of mayor and aldermen may, by resolution, appoint such number and persons as assistant town treasurers as it may deem appropriate.~~
- b) **Duties.** The town treasurer shall:
 - 1. Collect, receive, and receipt for all taxes, revenues, and proceeds of bond issues of the municipality.
 - 2. Disburse all municipal funds in accordance with applicable laws, ordinances, and resolutions.
 - 3. Maintain all financial records of the Town in compliance with generally accepted accounting principles (GAAP) and standards set forth by the Governmental Accounting Standards Board (GASB).
 - 4. Prepare the annual operating and capital budgets for submission to the Town Administrator and Board of Mayor and Aldermen.
 - 5. Provide regular financial reports to the Town Administrator, Board of Mayor and Aldermen, and state agencies as required by law.
 - 6. Manage municipal debt, investments, and cash flow in accordance with state law and Town financial policies.
 - 7. Oversee payroll, accounts payable/receivable, procurement, purchasing, and other fiscal operations.

8. Perform such other duties as attendant to the office as may from time to time be assigned by ordinance, resolution, or the Town Administrator.
- c) **Appointment.** The Town Treasurer shall be appointed by majority vote of the Board of Mayor and Aldermen and may be supervised on a day-to-day basis by the Town Administrator.
- d) **Bond.** The Town Treasurer shall be bonded in such sum as may be fixed by, and with such surety as may be acceptable to, the Board of Mayor and Aldermen.

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 for approval.

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:	_____

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

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 for approval.
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: Darryl Smith, Town Engineer

Subject: Approval of Agreement with Blue Ridge Waterways, Inc. for Purchase of Stream Mitigation Credits for the Union Road Multi-Modal Improvement Project

Introduction & Background: The purpose of this item is approval of a purchase agreement with Blue Ridge Waterways, Inc. for purchase of stream mitigation credits for the Town's Union Road multi-modal project.

Discussion & Recommendations: A stream mitigation bank is a site where streams are restored, enhanced, or in some cases, preserved to compensate for unavoidable impacts to streams that occur elsewhere, often due to development projects. It's a way to achieve the goal of "no net loss" of ecological functions and values in stream ecosystems, according to the U.S. Environmental Protection Agency. The Union Road project includes construction of a triple 12' x 8' Box Bridge that will reduce the length of Little Turkey Creek by 58.4 feet. The EPA requires the Town to make up for the loss of habitat within the same watershed if possible. Our engineering consultant for the project, Kimley Horn, has determined the best price available for stream credits within the Town's watershed is from Blue Ridge Waterways, Inc. Attached is an agreement with Blue Ridge Waterways for the purchase of 58.4 stream credits at a cost of \$2,000 per credit, for a total cost of \$116,800. This is considered a project cost, and is eligible for 80% reimbursement (\$93,440) through the Knoxville Regional Transportation Planning Organization.

Financial Section

Account Number: 310-43720-8000

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$120,000	\$116,800	\$0	\$3,200

Approved By: A. Myers

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion:

To approve agreement with Blue Ridge Waterways, Inc. for purchase of stream mitigation credits for the Union Road multi-modal improvement project, with a total cost of \$116,800.

MITIGATION CREDIT SALES AGREEMENT

THIS STREAM MITIGATION CREDIT AGREEMENT (Agreement) by and between **Blue Ridge Waterways, Inc.** (“Bank Sponsor”) and the **Town of Farragut** (“Purchaser”) is effective as of _____ (the “Effective Date”).

WITNESSETH:

WHEREAS, Purchaser has applied to the U. S. Army Corps of Engineers (“USACE”) for a permit under Section 404 of the Clean Water Act and to the Tennessee Department of Environment and Conservation (“TDEC”) for a permit under Section 401 of the Clean Water Act to allow the discharge of fill material into a stream within the Union Road Improvements in Farragut, Tennessee (“Project”). The Project Number assigned by the USACE is LRN-2025-00114, and the Project Number assigned by TDEC is NR2503.093.

WHEREAS, Bank Sponsor has established the Paint Rock Creek Stream and Wetland Mitigation Bank (“Bank”) authorized by the USACE and TDEC pursuant to the mitigation banking instrument (“MBI”).

WHEREAS, as a condition to the issuance of permits from the USACE and TDEC, Purchaser is required to compensate for said stream impacts, and elects to do so through the purchase of stream credits from the Bank.

WHEREAS, the USACE and TDEC has determined that Purchaser shall be required to purchase a total of 58.4 functional feet stream credits from the Bank and upon notification of such purchase, shall deem that the Purchaser has satisfied the stream mitigation requirements of the USACE and TDEC permits referenced above.

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

RECITALS: The recitals are hereby incorporated by this reference.

PURCHASE PRICE: Purchaser shall, subject to the terms and conditions hereinafter provided, pay to the Bank Sponsor a sum of \$116,800.00 (USD) (“Purchase Price”) for 58.4 functional feet stream credits at the Bank. The purchase price is derived from the unit cost of \$2,000 per stream credit.

EARNEST MONEY. Upon execution of this Agreement, Bank Sponsor shall invoice and Purchaser shall pay Bank Sponsor within 30 days of the invoice date a nonrefundable deposit of 10% of the Purchase Price, or \$11,680.00 as Earnest Money and to reserve stream mitigation credits for a period of up to 90 days from the Effective Date hereof. Bank Sponsor shall issue a deposit payment and credit reservation letter to Purchaser within five days of receiving such payment.

BALANCE OF PURCHASE PRICE. Within 90 days following the Effective Date hereof, Purchaser shall pay Bank Sponsor the remaining 90% balance of the Purchase Price as stated herein, or **\$105,120.00**. Bank Sponsor shall issue a credit purchase receipt letter to Purchaser within five days of receiving such payment. If the balance of the purchase price is not received within 90 days of the Effective Date hereof, Bank Sponsor will no longer hold the credits in reserve for the Purchaser.

INCREASE OR DECREASE IN REQUIRED NUMBER OF CREDITS: Should the number of credits required by the USACE and TDEC be increased from the time of Agreement execution to the time Purchase Price has been paid in full, the Purchaser shall buy the new balance of credits from Bank Sponsor at the same unit cost per credit as originally set out in this Agreement, if Bank Sponsor has such credits available. If the number of credits required should decrease before the Purchase Price has been paid in full, the Bank Sponsor shall reduce the invoice for the balance of the purchase price by an amount equal to the number of credits reduced multiplied by the unit cost. If the number of credits required should decrease after the Purchase Price has been paid in full, the Bank Sponsor shall issue a refund to the Purchaser an amount equal to the number of credits reduced multiplied by the unit cost.

BANK SPONSOR'S PERFORMANCE INDEMNITY: In consideration of the Purchase Price, Bank Sponsor affirms that it has sufficient credits released by the Bank to satisfy the credits required by Purchaser and agrees to sell such credits to Purchaser. It is understood and agreed that Purchaser shall have no obligation to perform any of the responsibilities now or hereafter as set forth by the USACE or TDEC permits for the Bank.

NOTICES: Any notices required or permitted hereunder shall be sufficiently given if delivered by overnight courier, by United States mail, return receipt requested, or by email to the parties hereto as follows:

If to Bank Sponsor: Blue Ridge Waterways, Inc.
300 Walker Blvd
Maryville, TN 37803
Attn: Andrew Bick, PE
Phone: 828-606-0306
Email: andrew@brwaterways.com

If to Purchaser: Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
Attn: Darryl Smith
Phone: 865-966-7057
Email: dsmith@townoffarragut.org

PRIOR AGREEMENTS: This Agreement shall supersede any and all prior understanding and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written instrument executed by or on behalf of both Bank Sponsor and Purchaser.

APPLICABLE LAW: Purchaser shall be contractually bound to this Agreement, which shall be

governed by the laws of the state of Tennessee and subject to the requirements of any applicable federal law or regulation. Changes in federal, state or local laws, however, which might have otherwise impacted this Agreement shall not be enforced retroactively after execution of this Agreement. Bank Sponsor shall be held harmless for damages sustained by Purchaser as a result of changes in federal, state or local laws or their interpretation or enforcement.

ATTORNEY'S FEES: In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenant and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award of judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, of the successful party in such action, suit, or other proceeding shall, upon demand of such party, be paid by the other party.

CONTRACT ACCEPTANCE: This Agreement is null and void if not executed within thirty days of the effective date on first draft of Agreement.

CONFIDENTIALITY. The Purchaser shall keep absolutely confidential the existence of this Agreement, its terms, and all information regarding the MBI, Bank Sponsor, and the Bank that the Purchaser learned, was provided or was otherwise disclosed to Purchaser in connection with the negotiation, execution and consummation of this Agreement, except for the disclosure of those items that are already in the public domain, where disclosure is otherwise required by law, or the disclosure is approved by Bank Sponsor in writing. Bank Sponsor acknowledges that the Purchaser may be subject to the Tennessee Public Information Act, and that the Purchaser's confidentiality obligations hereunder are subject and subordinate to the Purchaser's obligations under that act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the Effective Date.

BANK SPONSOR:

By: 

Andrew Bick, PE, Vice President
Blue Ridge Waterways, Inc.
300 Walker Blvd
Maryville, TN 37803

THE PURCHASER:

By: _____

Mayor Ron Williams
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Eric Schindler, Assistant Town Engineer

Subject: Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Design of Boring Road Mid-Block Pedestrian Crossing and Boring Road/Smith Road Intersection Improvements

Introduction & Background:

The purpose of this agenda item is approval of a professional services agreement with Cannon & Cannon, Inc. (CCI) for the design of a mid-block pedestrian crossing on Boring Road, an all-way stop at the intersection of Boring Road and Smith Road, and a new school zone on Smith Road with flashing beacons.

Discussion & Recommendations:

CCI submitted the attached proposal 8/15/2025 for the design of a new mid-block pedestrian crossing across Boring Road, an all-way stop at the intersection of Boring Road and Smith Road, and a new school zone on Smith Road with flashing beacons. This project is being undertaken in preparation for the opening of the new Knox County school that is currently under construction. The design fee is lump sum in the amount of \$37,950 (Boring Road Mid-Block Pedestrian Crossing-\$15,200 and Boring Road/Smith Road Intersection Improvements-\$22,750)

Financial Section

Account Number: 310-43920-2761 Boring Road Mid-Block Pedestrian Crossing

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$150,000	\$15,200	\$0	\$134,800

Account Number: 310-43920-9000 Boring Road/Smith Road Intersection Improvements

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$25,000	\$22,750	\$0	\$2,250

Approved By: A. Myers

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

Proposed Motion: To approve the professional services agreement with Cannon and

Cannon Inc. in the amount of \$37,950 for design of Boring Road Mid-Block Pedestrian Crossing and Boring Road/Smith Road Intersection Improvements.

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: Boring Road Crosswalk & School Zone Design

Location: Boring Road (Crosswalk),
Boring Road at Smith Road (All-Way Stop & School Zone)

Description of Project: Design a new pedestrian flasher crosswalk on Boring Road near the new Knox County School. Also, design an all-way stop control intersection as well as establish a new school zone with associated signal flasher equipment at the intersection of Boring Road at Smith Road.

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 \$37,950.00, including reimbursable expenses. Compensation breakdown is as follows – Boring Road Crosswalk (\$15,200), All-Way Stop (\$17,100), School Zone (\$5,650) 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 within 14 weeks of receiving the authorization to proceed. 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: Wesley Stokes

Printed
Name: Wesley Stokes, P.E.

Title: Project Manager

Date: September 2, 2025



August 15, 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
Boring Road Crosswalk & Smith Road School Zone Design

Dear Mr. Smith:

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to prepare this proposal to provide engineering services for the design of a crosswalk flasher on Boring Road and a new school zone flasher system on Smith Road 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 crosswalk across Boring Road near the planned Knox County School, as well as a new school zone along Smith Road and all-way stop installation at the intersection of Boring Road at Smith Road. Additionally, the Town desires to close off one end of the loop road of Dominick Point where it intersects with Smith Road. The Town has asked CCI to provide a proposal to prepare engineering design plans for the construction of said improvements. The scope of work will generally consist of survey, crosswalk design, school zone flasher 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 – Crosswalk & School Flasher Design

2.1 Field Survey

CCI will perform a formal field survey of each project location 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). 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.

2.2 Construction Review Design Plans

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

- Title Sheet (with list of applicable standard drawings)
- Proposed Layout (showing curb ramps, crosswalks, school flasher locations, stop sign locations, etc.)
- 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.

2.3 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 3 – Construction Services

3.1 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.

3.2 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 **\$37,950.00**. 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
- 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 within 14 weeks of receiving the authorization to proceed.



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,

Wesley Stokes

Wesley Stokes, P.E.
Project Manager



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

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 _____

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.

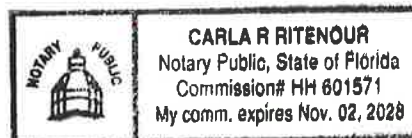
Project Name: **2026-10 Synthetic Ice Rink Rental and Service** Date: 7/24/2025

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: [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 8/28/2025. 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).

<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 28, 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 12, 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 28, 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 28, 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: 8/28/2025

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 28, 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 28, 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: August 28, 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: Aug 28, 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.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Approval of Education Relations Committee Appointment

Introduction & Background: The purpose of this agenda item is to appoint a member to the Education Relations Committee.

Discussion & Recommendations: At the end of the previous academic year, the Farragut Intermediate School (FIS) representative resigned their position with the Education Relations Committee. Over the summer, no applications for a new FIS representative were received. After staff coordination with FIS Principal Suzanne Parham, the president of the Farragut Intermediate School PTO, Heather Cloar, applied to fill the vacant seat. Her committee application is attached.

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

Proposed Motion: To appoint Heather Cloar to the Education Relations Committee as the representative for Farragut Intermediate School.



Town of Farragut Citizen Board/Committee Application

First Name	Heather
Last Name	Cloar
Street Address	
City	
State	
Zip	
Primary Phone Number	
E-mail	
Occupation	Procurement Analyst / FIS PTO President
Education	Master of Business Administration
Why would you like to serve on a Town of Farragut committee?	I would like to represent Farragut Intermediate School as to FIS PTO President.
Intro to Farragut Program Graduate?	No
Board or Commission of first choice:	Farragut Education Relations Committee
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	
Date	08/30/2025

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: David Smoak, Town Administrator

Subject: Discussion and Approval of the South Ward Alderman Appointment Process

**Introduction &
Background:**

The purpose of this agenda item is for the Board of Mayor and Aldermen to discuss and approve the appointment process for filling the South Ward Alderman vacancy that was created with the recent passing of South Ward Alderman David White on August 21, 2025.

On August 29, 2025, town staff published the application process for the vacant seat on the Town of Farragut website, followed by publication in the *Farragut Press* on September 3, 2025. Applications are due by 12:00 p.m. EST on September 10, 2025.

The Town of Farragut Charter provisions for the appointment of a vacancy in the office of alderman are provided for in Section 6-3-107 (b)(1-2):

Sec. 6-3-107. Vice mayor; vacancies in office.

(a) The board shall elect an alderman to the office of vice mayor, who shall serve as mayor when the mayor is absent or unable to discharge the duties of the mayor's office, and, in case of a vacancy in the office of mayor, until the next regular municipal election.

(b) (1) By affirmative vote of a majority of the remaining members, the board shall fill a vacancy in the office of alderman for the unexpired term, but any portion of an unexpired four-year term for alderman or mayor that remains beyond the next municipal election shall be filled by the voters at that election, if the vacancy occurs at least 20 days before the latest time for filing nominating petitions for candidates in that election.

(2) All such elections by the board shall be made by voice vote, on the calling of the roll. If a tie vote occurs in filling a vacancy on the board, the presiding officer shall vote a second time to break the tie.

Discussion & Recommendations:

The voting process to appoint the next south ward alderman is determined by the Board of Mayor and Aldermen. Staff has reviewed the provisions in Robert's Rules of Order and consulted with several cities that had recent alderman/council appointments to provide options for the Board to consider regarding how it would like to conduct the vote on the appointment of the south ward alderman position. The key provisions that are required to occur per the town charter are that the vote shall be taken by roll call voice vote, and in the event of a tie vote, the Mayor shall vote a second time to break the tie.

Staff has outlined two options for the Board's consideration to utilize for the Alderman appointment process, scheduled for Thursday, September 25, 2025.

Option 1

Applicant Speeches: Each applicant will have three (3) minutes to speak, in alphabetical order by last name.

Selection Process:

- The Mayor will open the floor for nominations by the Board of Mayor and Aldermen. Each elected official may nominate one person or concur with a nomination that has already been made.
- Once nominations are complete, the first nominee will be voted on by the Board of Mayor and Aldermen (BMA).
- If the vote on the first nominee is a tie, the Mayor then casts a second vote to break the tie, either for or against the nominee.
- If the nominee does not receive a majority of votes, the second nominee will be voted on in the same way as the first nominee, and so forth.
- Voting will continue until one (1) applicant receives a majority vote (3 votes).
- The successful applicant will be appointed as South Ward Alderman until the next municipal election in August 2026.

Option 2

Applicant Speeches: Each applicant will have three (3) minutes to speak, in alphabetical order by last name.

Selection Process:

- Each Board of Mayor and Aldermen member may nominate an applicant. Applicants not nominated will be eliminated from further consideration.
- First Round: Each nominee shall be voted on by the Board of Mayor and Aldermen. If the vote on a nominee is a tie, then the Mayor casts a second vote to break the tie, either for or against the nominee.
- Second and Subsequent Rounds: Voting will continue until one (1) applicant receives a majority vote (3 votes).
- The successful applicant will be appointed as South Ward Alderman until the next municipal election in August 2026.

Recommended By: none for approval.

Proposed Motion: To approve an appointment process, consistent with the Town of Farragut's charter, that will be utilized at the September 25, 2025 Board of Mayor and Aldermen meeting to fill the vacant south ward alderman position.