



Farragut Board of Mayor & Aldermen Meeting
Thursday, February 12, 2026 at **6:00 PM**

Farragut Town Hall
11408 Municipal Center Drive

AGENDA

- I. Roll Call, Silent Prayer, Pledge of Allegiance
- II. Approval of Agenda
- III. Approval of Minutes
 - A. January 22, 2026
- IV. Mayor's Report
- V. Ordinances & Resolutions
 - A. Ordinances
 1. Second Reading & Public Hearing
 - a. Approval of Ordinance 26-02 (recommended for approval by the Planning Commission as Ordinance 25-20), on second reading, an ordinance to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 3, Section XII. - General Commercial District (C-1), Subsection F. Mixed Use Town Center, 3., Building Facade Requirements, to provide for new buildings to follow the Town of Farragut Architectural Design Standards, as amended, for the Town Center Subarea and remove reference to the Town Center Design Requirements (The Architecture Collaborative, Applicant)
 - b. Approval of Ordinance 26-03 (recommended for approval by the Planning Commission as Ordinance 25-21), on second reading, an ordinance to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 3, Section XVII. Office district (O-1), Subsection B. Permitted principal and accessory uses and structures, to add "Interactive Sports Analysis Services" as a permitted use and to include a definition for "Interactive Sports Analysis Services" in Chapter 2 of the Zoning Ordinance (Christian Miller, Applicant)

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

- c. Approval of Ordinance 26-04 (recommended for approval by the Planning Commission as Ordinance 25-22), on second reading, an ordinance to amend the Farragut Zoning Map to rezone Parcel 05501, Tax Map 152 and Parcel 055, Tax Map 152 (12232 Turkey Creek Road) from Agricultural (A) to General Single-Family Residential (R-2) (Midtown Legal, Applicant)
- d. Approval of Ordinance 26-05 (recommended for approval by the Planning Commission as Ordinance 25-23), on second reading, an ordinance to amend the Farragut Code of Ordinances, Chapter 24, Subpart B., Article 3 - Vested Rights in Development Standards, by providing for updated provisions consistent with recent amendments to the Tennessee Code Annotated (TCA)(Town of Farragut, Applicant)

B. Resolutions

1. Approval of Resolution R-26-03 Social Media Policy
2. Approval of Resolution R-26-04 Revised Fee Schedule for Fiscal Year 2026

VI. Business Items

- A. Approval of Reappointment to Visual Resources Review Board
- B. Approval of Professional Services Agreement with LDA Engineering, Inc. for engineering and design of Red Mill Dam Parking Lot and Trailhead

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

X. Adjournment

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

Public Participation Guidelines for Farragut Board of Mayor and Aldermen meetings

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

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

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

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

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

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

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



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

Farragut Town Hall
11408 Municipal Center Drive
Thursday, January 22, 2026 at 6:00 PM

MINUTES

I. Roll Call, Silent Prayer, Pledge of Allegiance

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

II. Approval of Agenda

Motion was made to approve the agenda for the January 22, 2026 Board of Mayor and Aldermen meeting. Moved by Alderman Cain, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

III. Approval of Minutes

A. October 9, 2025

Motion was made to approve minutes from the October 9, 2025 Board of Mayor and Aldermen meeting. Moved by Vice-Mayor Meyer, seconded by Alderman LaCroix; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

B. November 13, 2025

Motion was made to approve minutes from the November 13, 2025 Board of Mayor and Aldermen meeting. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

C. January 8, 2026

Motion was made to approve minutes from the January 8, 2026 Board of Mayor and Aldermen meeting. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

IV. Mayor's Report

A. National Wear Red Day Proclamation Presentation

B. Presentation of the Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025 by Travis Lowe, CPA with Pugh CPAS

Alderman Burnette mentioned the recent luncheon to recognize volunteers and thanked those that volunteered in the community. Alderman Cain agreed volunteers were a valuable part of the community.

Alderman LaCroix announced the kickoff of the third and final phase of Advanced Knox and encouraged residents to provide feedback.

The Board took a brief break from 6:19 PM to 6:24 PM due to technical difficulties.

V. Ordinances & Resolutions

A. Ordinances

1. First Reading

- a. Approval of Ordinance 26-02 (recommended for approval by the Planning Commission as Ordinance 25-20), on first reading, an ordinance to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 3, Section XII. - General Commercial District (C-1), Subsection F. Mixed Use Town Center, 3., Building Facade Requirements, to provide for new buildings to follow the Town of Farragut Architectural Design Standards, as amended, for the Town Center Subarea and remove reference to the Town Center Design Requirements (The Architecture Collaborative, Applicant)

Motion was made to approve Ordinance 26-02 on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

- b. Approval of Ordinance 26-03 (recommended for approval by the Planning Commission as Ordinance 25-21), on first reading, an ordinance to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 3, Section XVII. Office district (O-1), Subsection B. Permitted principal and accessory uses and structures, to add "Interactive Sports Analysis Services" as a permitted use and to include a definition for "Interactive Sports Analysis Services" in Chapter 2 of the Zoning Ordinance (Christian Miller, Applicant)

Motion was made to approve Ordinance 26-03 on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman LaCroix; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

- c. Approval of Ordinance 26-04 (recommended for approval by the Planning Commission as Ordinance 25-22), on first reading, an ordinance to amend

the Farragut Zoning Map to rezone Parcel 05501, Tax Map 152 and Parcel 055, Tax Map 152 (12232 Turkey Creek Road) from Agricultural (A) to General Single-Family Residential (R-2) (Midtown Legal, Applicant)

Motion was made to approve Ordinance 26-04 on first reading. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

- d. Approval of Ordinance 26-05 (recommended for approval by the Planning Commission as Ordinance 25-23), on first reading, an ordinance to amend the Farragut Code of Ordinances, Chapter 24, Subpart B., Article 3 - Vested Rights in Development Standards, by providing for updated provisions consistent with recent amendments to the Tennessee Code Annotated (TCA)(Town of Farragut, Applicant)

Motion was made to approve Ordinance 26-05 on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

2. Second Reading & Public Hearing

- a. Approval of Ordinance 26-01, on second and final reading, amending the Fiscal Year 2025-2026 General Fund and Capital Investment Program Fund Budget, Passed by Ordinance 25-10

Motion was made to approve Ordinance 26-01 on second and final reading, amending the Fiscal Year 2025-2026 General Fund and Capital Investment Program Fund Budget, Passed by Ordinance 25-10. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

B. Resolutions

1. Approval of Resolution 26-01, appointing G. Keith Alley as Farragut Municipal Court Judge

Motion was made to approve Resolution 26-01, Appointment of G. Keith Alley as the Town of Farragut Municipal Court Judge. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

VI. Business Items

- A. Approval of Supplement Request from LDA Engineering for Additional Services for Everett Road Greenway Connection

Motion was made to approve a request for a supplement from LDA Engineering for additional services for the Everett Road Greenway Connection. Moved by Alderman

Burnette, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

B. Approval of a 5K Dolphin Dash for the Farragut Primary School involving streets in the Village Green Subdivision

Motion was made to approve the event subject to notifying affected Village Green residents and updating the Certificate of Liability Insurance form. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

C. Approval of Parental Responsibility Zone Traffic Calming Policy

Motion was made to approve Parental Responsibility Zone Traffic Calming Policy. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

VII. Citizens Forum

VIII. Town Administrator's Report

Town Administrator David Smoak mentioned the volunteer appreciation luncheon and recognized Sue Ann Hansler, Joyce Moran, and Jeni Craddock who all contributed a significant number of hours to the Town.

He also invited Vic Scott to make comments regarding the upcoming Farragut Health and Wellness Expo.

IX. Town Attorney's Report

Town Attorney Tom Hale reported on a recent hearing regarding signage in violation of the Town's ordinance. The signs were finally removed in December, but the Town requested an injunction to prevent the resident from posting the signs again. Mr. Hale noted he was awaiting the Judge's decision.

X. Adjournment

The meeting adjourned at 7:22 PM.

Ron Williams, Mayor

Christine Fletcher, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Mark Shipley, Community Development Director

Subject: Approval of Ordinance 26-02 (recommended for approval by the Planning Commission as Ordinance 25-20), on second reading, an ordinance to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 3, Section XII. - General Commercial District (C-1), Subsection F. Mixed Use Town Center, 3., Building Facade Requirements, to provide for new buildings to follow the Town of Farragut Architectural Design Standards, as amended, for the Town Center Subarea and remove reference to the Town Center Design Requirements (The Architecture Collaborative, Applicant)

Introduction & Background:

This item was reviewed at the Planning Commission in November and then voted on at the December Planning Commission meeting. The item involves a request to amend the Building Facade Requirements for new buildings in the Mixed Use Town Center (MUTC) portion of the General Commercial (C-1) Zoning District.

Discussion & Recommendations:

The owners of the West End Center are planning to construct a new building at the south intersection of West End Avenue and West Point Drive. The building would be on the same parcel as the existing West End Center shopping center. As discussed with the Planning Commission, the existing shopping center pre-dates the formation of the MUTC land use area and associated regulations. One of the regulations in the Zoning Ordinance for new buildings within the MUTC is adherence to the Town Center Design Requirement for each exterior wall of a new building to maintain 75% minimum coverage with face brick. Since the West End Center pre-dates this requirement, the existing buildings are well below the face brick percentage.

In the Town's adopted Architectural Design Standards (ADS), the Building Design Standards for the Town Center Subarea provide for the use of face brick on at least 75% of the net facade area. In

this manner, the four building elevations can be averaged rather than each elevation being at least 75% face brick. This is the same application used outside the MUTC with the exception that masonry (and not just face brick), as defined in the ADS, can be used on at least 75% of the net facade area.

The applicant would like to average the four elevations with face brick, as provided for in the ADS. This would allow them to better blend architecturally the new building to the existing older shopping center building while still having an average of at least 75% face brick. Since this is in conflict with the existing provisions in the Zoning Ordinance, the applicant's request is to amend the Zoning Ordinance to provide for the ability to average the four elevations with at least 75% face brick as provided for in the ADS.

When this was presented as Ordinance 25-20 to the Planning Commission the proposed language would amend the Zoning Ordinance so that new construction in the MUTC would be governed by the Architectural Design Standards specific to the Town Center Subarea. In addition to increased flexibility, this amendment would also make the Zoning Ordinance consistent with the Architectural Design Standards.

At their meeting on December 18, 2025, the Planning Commission unanimously recommended approval of Ordinance 25-20 which, due to falling within a new year, is now referenced as Ordinance 26-02. At the Board of Mayor and Aldermen meeting on January 22, 2026, Ordinance 26-02 was unanimously approved on first reading. There have been no changes to Ordinance 26-02 since first reading. The motion is to approve Ordinance 26-02 on second reading.

Recommended By: Mark Shipley, Community Development Director

Proposed Motion: To approve Ordinance 26-02 on second reading.

RESOLUTION PC-25-10

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO SUPPORT AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT CODE OF ORDINANCES, APPENDIX A., ZONING, CHAPTER 3., SECTION XII, GENERAL COMMERCIAL DISTRICT (C-1), SUBSECTION F. MIXED USE TOWN CENTER, 3., BUILDING FAÇADE REQUIREMENTS, TO PROVIDE FOR NEW BUILDINGS TO FOLLOW THE TOWN OF FARRAGUT ARCHITECTURAL DESIGN STANDARDS, AS AMENDED, FOR THE TOWN CENTER SUBAREA AND REMOVE REFERENCE TO THE TOWN CENTER DESIGN REQUIREMENTS

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 has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on December 18, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 25-20.

ADOPTED this 18th day of December 2025.

Ron Pinchok, Chairman

Shannon Preston, Secretary

ORDINANCE: 26-02 (formerly Ordinance 25-20)
PREPARED BY: Shipley
REQUESTED BY: The Architecture Collaborative
CERTIFIED BY FMPC: December 18, 2025
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT CODE OF ORDINANCES, APPENDIX A., ZONING, CHAPTER 3., SECTION XII, GENERAL COMMERCIAL DISTRICT (C-1), SUBSECTION F. MIXED USE TOWN CENTER, 3., BUILDING FAÇADE REQUIREMENTS, TO PROVIDE FOR NEW BUILDINGS TO FOLLOW THE TOWN OF FARRAGUT ARCHITECTURAL DESIGN STANDARDS, AS AMENDED, FOR THE TOWN CENTER SUBAREA AND REMOVE REFERENCE TO THE TOWN CENTER DESIGN REQUIREMENTS

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Code of Ordinances, Appendix A. – Zoning, Chapter 3., Section XII., General Commercial District (C-1), Subsection F. Mixed Use Town Center, 3., Building Façade Requirements, to provide for new buildings to follow the Town of Farragut Architectural Design Standards, as amended, for the Town Center Subarea and remove reference to the Town Center Design Requirements.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Code of Ordinances, Appendix A. – Zoning, Chapter 3., Section XII., General Commercial District (C-1), Subsection F. Mixed Use Town Center, 3., Building Façade Requirements is hereby amended as follows:

SECTION 1.

3. Building Facade Requirements.

New construction shall comply with the Town of Farragut Architectural Design Standards, as amended, for the Town Center Subarea.

SECTION 2.

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

Ron Williams, Mayor

Crissy Fletcher, Town Recorder

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

Ron Pinchok, Chairman

Shannon Preston, Secretary

- g. Medical spas.
- h. Adult education and training facilities, indoors only.
- i. Cultural activities.
- j. Theaters.
- k. Indoor recreational facilities.
- l. Parks and community facilities.
- m. Residential, provided it is located in the upper floors of a building that has been designed and constructed for a mix of uses, or on any floors if it is part of an approved horizontally configured mixed-use town center development plan that is within the Planned Commercial Development (PCD) Zoning District.
- n. Bed and breakfasts/inns.
- o. Hotels, provided the gross square footage does not exceed 25,000 square feet.
- p. Churches and other places of worship, provided they are not located in freestanding buildings.
- q. Day care facilities, provided they are not located in freestanding buildings.
- r. Schools, public and private, provided they are not located in freestanding buildings.
- s. Utility uses. This excludes substations and telecommunication towers. These utility uses shall not be permitted.
- t. Other uses similar to any of the above, as approved by the Board of Zoning Appeals as a Special Exception. Any use approved as a Special Exception in this section shall be compatible with the CLUP as it relates to the Mixed-Use Town Center.

3. *Building Facade Requirements.*

New construction shall comply with the Town of Farragut Architectural Design Standards, as amended, and, in addition, the requirements provided for in Chapter 107, Article 2. – Town Center Design Requirements, Sections 107-26 and 107-27, as amended for the Town Center Subarea.

Where re-development involves improvements (interior and/or exterior) to an existing building(s) which exceed 50 percent of the current value (as determined by a certified appraisal) of such building(s), the building(s) facade(s) shall be modified to use high-quality, durable, materials that are architecturally compatible and include a significant masonry element. Such building facades shall not use fabricated metal panels or vinyl siding and shall include only very limited use of synthetic stucco (EIFS) or panelized brick.

4. *Low Impact Development Requirements.* Any new development or redevelopment where at least half of the existing site improvements are being modified (e.g., half of the existing parking lot is being altered from its current configuration), shall incorporate a minimum of one of the following Low Impact Development (LID) practices into the design:
- a. Twenty-five percent of the parking lot being constructed with permeable pavers;
 - b. Stormwater runoff draining to rain gardens;
 - c. A building(s) being constructed with a vegetated roof, commonly referred to as a green roof;
 - d. Stormwater draining to bioswales/bioretenion facilities; or
 - e. Rainwater being harvested for irrigation or gray water uses.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Mark Shipley, Community Development Director

Subject: Approval of Ordinance 26-03 (recommended for approval by the Planning Commission as Ordinance 25-21), on second reading, an ordinance to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 3, Section XVII. Office district (O-1), Subsection B. Permitted principal and accessory uses and structures, to add "Interactive Sports Analysis Services" as a permitted use and to include a definition for "Interactive Sports Analysis Services" in Chapter 2 of the Zoning Ordinance (Christian Miller, Applicant)

**Introduction &
Background:**

This item was discussed at the November Planning Commission meeting and then voted on at the December Planning Commission meeting. The item involves a request to amend the Office (O-1) Zoning District to provide for "Interactive Sports Analysis Services" to be a permitted use and to define this term in Chapter 2 of the Zoning Ordinance.

**Discussion &
Recommendations:**

As reviewed with the Planning Commission, the applicant would like to open a business in a building that is currently zoned Office. The business would involve a member-only appointment based indoor golf practice and play simulation experience. Members would schedule a session, bring in their golf clubs, and practice on a simulated golf course.

Though specific to golf in this case, such sports analysis services could also apply to other sports and activities. In the current Office Zoning District, the closest permitted use would likely be "professional services" and, in Chapter 2 of the Zoning Ordinance, those are defined as "Services provided by a member of a recognized profession. Such activities include: medical, legal, dental, scientific consulting, insurance agent, architectural, engineering, land-planning, financial and business consulting services, accounting offices, and other similar activities as defined by the board of zoning appeals."

The staff noted to the Planning Commission that, rather than ask the board of zoning appeals for direction in this matter, the applicant was advised to pursue a text amendment so that this and similar uses may be evaluated in terms of compatibility with the Office Zoning District. In reviewing such compatibility, an important consideration is whether the envisioned use would be similar to other office-type uses that are intended to serve as transitional uses between commercial and residential developments.

After reviewing the use and potential language that would be specific to such use at the workshop session in November, the Planning Commission supported the idea of moving forward with ordinance language. The proposed language was included in Ordinance 25-21 and provides for a definition of Interactive Sports Analysis Services and includes this as a permitted use in the Office Zoning District. As noted in Ordinance 25-21 (now Ordinance 26-03), the use would be restricted on the size of the space devoted to such use, would not include the sale of retail goods, food, or alcohol, and would need to ensure that any noise associated with such use will be contained within the space with noise proofing measures reflected on building and/or tenant space completion plans.

At their meeting on December 18, 2025, the Planning Commission unanimously recommended approval of Ordinance 25-21 which, due to falling within a new year, is now referenced as Ordinance 26-03. At the Board of Mayor and Aldermen meeting on January 22, 2026, Ordinance 26-03 was unanimously approved on first reading. There have been no changes to Ordinance 26-03 since first reading. The motion is to approve Ordinance 26-03 on second reading.

Recommended By: Mark Shipley, Community Development Director

Proposed Motion: To approve Ordinance 26-03 on second reading.

RESOLUTION PC-25-11

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO SUPPORT AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT CODE OF ORDINANCES, APPENDIX A., ZONING, CHAPTER 2. – DEFINITIONS, TO ADD A DEFINITION FOR INTERACTIVE SPORTS ANALYSIS SERVICES, AND CHAPTER 3., SECTION XVII, OFFICE DISTRICT (O-1), SUBSECTION B. PERMITTED PRINCIPAL AND ACCESSORY USES AND STRUCTURES, TO ADD INTERACTIVE SPORTS ANALYSIS SERVICES AS A PERMITTED USE

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 Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on December 18, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 25-21.

ADOPTED this 18th day of December 2025.

Ron Pinchok, Chairman

Shannon Preston, Secretary

ORDINANCE: 26-03 (formerly Ordinance 25-21)
PREPARED BY: Shipley
REQUESTED BY: Christian Miller
CERTIFIED BY FMPC: December 18, 2025
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT CODE OF ORDINANCES, APPENDIX A., ZONING, CHAPTER 2. – DEFINITIONS, TO ADD A DEFINITION FOR INTERACTIVE SPORTS ANALYSIS SERVICES, AND CHAPTER 3., SECTION XVII, OFFICE DISTRICT (O-1), SUBSECTION B. PERMITTED PRINCIPAL AND ACCESSORY USES AND STRUCTURES, TO ADD INTERACTIVE SPORTS ANALYSIS SERVICES AS A PERMITTED USE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Code of Ordinances, Appendix A. – Zoning, Chapter 2. Definitions, to provide for a definition of Interactive Sports Analysis Services and Chapter 3., Section XVII., Office District (O-1), Subsection B. Permitted Principal and Accessory Uses and Structures, to add Interactive Sports Analysis Services as a permitted use.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Code of Ordinances, Appendix A. – Zoning is hereby amended as follows:

SECTION 1.

Chapter 2. – Definitions, is amended to include the following: *Interactive Sports Analysis Services*: A low-occupancy, secure-entry establishment that employs member restricted, appointment-based sport specific simulation or analytical technology to provide measurement, evaluation, and analysis of individual performance.

SECTION 2.

Chapter 3., Section XVII., Office District (O-1), Subsection B. Permitted Principal and Accessory Uses and Structures, to add Interactive Sports Analysis Services as a permitted use as follows:

Interactive Sports Analysis Services, provided that the building and/or tenant space does not

exceed 3,500 gross square feet, does not include the sale of retail goods, food, or alcohol, and limits any noise associated with such use so that it is contained within the space with noise-proofing measures reflected on building and/or tenant space completion plans.

SECTION 3.

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

Ron Williams, Mayor

Crissy Fletcher, Town Recorder

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

Ron Pinchok, Chairman

Shannon Preston, Secretary

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Mark Shipley, Community Development Director

Subject: Approval of Ordinance 26-04 (recommended for approval by the Planning Commission as Ordinance 25-22), on second reading, an ordinance to amend the Farragut Zoning Map to rezone Parcel 05501, Tax Map 152 and Parcel 055, Tax Map 152 (12232 Turkey Creek Road) from Agricultural (A) to General Single-Family Residential (R-2) (Midtown Legal, Applicant)

Introduction & Background:

This agenda item was originally reviewed at a workshop that occurred prior to the regular July 17, 2025, Planning Commission meeting. The item involves a single parcel that was sold as part of an estate sale as two tracts without being legally subdivided.

Discussion & Recommendations:

As noted at the July 17 workshop, the parcel is bisected by Turkey Creek Road and has a house on the lakeside portion of the parcel referenced as 12232 Turkey Creek Road. The larger portion of the parcel is on the opposite side of Turkey Creek Road. As part of the estate sale, the parcel was sold as two separate tracts to two different owners.

The lakeside portion of the parcel is 9,403 square feet and the portion on the opposite side of Turkey Creek Road is 20,521 square feet. The applicant presented the Planning Commission with a request for feedback in terms of whether the Planning Commission would be open to approving a resubdivision plat that would legally separate the parcel into the two tracts that now have different owners. Currently, the property is still recognized as one parcel and since there is an existing dwelling unit on the lake portion of the parcel, no additional dwelling unit is permitted on the non-lake portion of the parcel. The owner of that portion of the parcel would like to build a home and this would require the parcel to be legally separated.

During discussion at the workshop session, the staff noted that the

parcel is currently zoned Agricultural (A) and that the (A) Zoning District has a five-acre minimum lot size with a 50-foot front setback, 25-foot side setbacks, and a 35-foot rear setback. The approval of a plat would further compound the parcel's nonconforming status in terms of size and setbacks and would first require a review from the Board of Zoning Appeals since the requirements related to lot size and setbacks are in the Zoning Ordinance.

To help lessen the amount of variances that would be needed to divide the parcel, the applicant noted that, as discussed with the staff and Town Attorney, before taking this to the Board of Zoning Appeals, the parcel should be rezoned from (A) to General Single-Family Residential (R-2). The (R-2) Zoning District is the same as the abutting Brixworth Subdivision and requires a minimum lot size of 15,000 square feet. This district would be more appropriate for the parcel since the parcel is clearly not large enough for agricultural purposes and proposed structures on the vacant portion of the parcel would not be able to meet the required setbacks. The rezoning would bring the parcel into compliance for the non-lake portion and would help the portion that abuts the lake to be much more compliant in terms of lot size. The effect of this would be to lessen the variance request needed for the resubdivision plat to only a variance from the minimum lot size for the lake portion of the parcel.

The applicant applied for a rezoning and presented the request to the Planning Commission for discussion purposes at the November Planning Commission meeting. Since the two portions of the existing parcel were purchased by two different property owners, the applicant needed time after the July workshop to secure permission for the rezoning from each property owner. With both property owners in agreement to the rezoning, the Planning Commission recommended that a rezoning ordinance be presented for a vote at the December Planning Commission meeting.

At their meeting on December 18, 2025, the Planning Commission unanimously recommended approval of Ordinance 25-22 which, due to falling within a new year, is now referenced as Ordinance 26-04. At the Board of Mayor and Aldermen meeting on January 22, 2026, Ordinance 26-04 was unanimously approved on first reading. There have been no changes to Ordinance 26-04 since first reading. The motion is to approve Ordinance 26-04 on second

reading.

Recommended By: Mark Shipley, Community Development Director

Proposed Motion: To approve Ordinance 26-04 on second reading.

RESOLUTION PC-25-12

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF THE PROPERTY REFERENCED AS PARCEL 05501, TAM MAP 152 AND PARCEL 055, TAX MAP 152, FROM AGRICULTURAL (A) TO GENERAL SINGLE FAMILY RESIDENTIAL (R-2)

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 has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on December 18, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval of Ordinance 25-22 to the Farragut Board of Mayor and Aldermen, an ordinance amending the Farragut Zoning Map, Ordinance 86-16, by rezoning the property at Parcel 05501 and 055, Tax Map 152, from A to R-2.

ADOPTED this 18th day of December 2025.

Ron Pinchok, Chairman

Shannon Preston, Secretary

ORDINANCE: Ordinance 26-04 (formerly Ordinance 25-22)
PREPARED BY: Shipley
REQUESTED BY: Midtown Legal
CERTIFIED BY FMPC: December 18, 2025
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning the property referenced as Parcel 05501, Tax Map 152 and Parcel 055, Tax Map 152 (12232 Turkey Creek Road) from Agricultural (A) to General Single-Family Residential (R-2) (See Exhibit A).

SECTION 2.

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

 Ron Williams, Mayor

 Crissy Fletcher, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2025, with approval recommended by the Farragut Municipal Planning Commission (FMPC).

 Ron Pinchok, Chairman

 Shannon Preston, Secretary

Exhibit A












Zoning Request

Rezone of 12232 Turkey Creek Rd
Parcel 152, Tax Map 055 and 05501

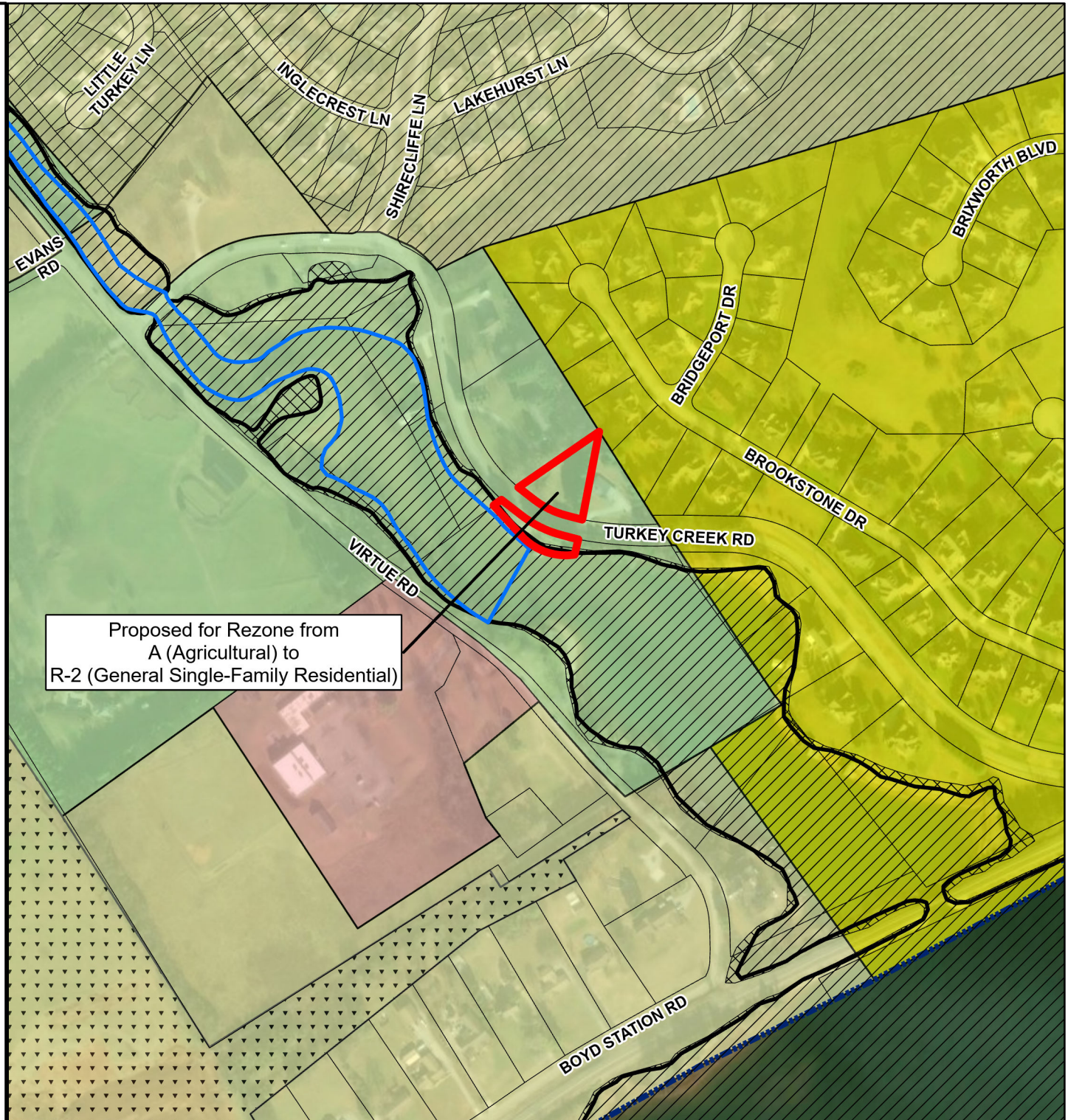
Proposed for Rezone from
A (Agricultural) to
R-2 (General Single-Family Residential)

Ordinance 25-22

Legend

-  Floodway
-  100 year Flood Zone
-  500 year Flood Zone
-  Parcels
-  Subject Area
-  A, Agricultural
-  S-1, Community Service
-  R-1, Rural Single-Family Residential
-  R-2, General Single-Family Residential
-  R-1/OSR, Open Space Residential Overlay
-  R-1/OSMR, Open Space Mixed Residential Overlay

Proposed for Rezone from
A (Agricultural) to
R-2 (General Single-Family Residential)



1:4,224

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Mark Shipley, Community Development Director

Subject: Approval of Ordinance 26-05 (recommended for approval by the Planning Commission as Ordinance 25-23), on second reading, an ordinance to amend the Farragut Code of Ordinances, Chapter 24, Subpart B., Article 3 - Vested Rights in Development Standards, by providing for updated provisions consistent with recent amendments to the Tennessee Code Annotated (TCA)(Town of Farragut, Applicant)

Introduction & Background:

In January 2015, the Tennessee Code Annotated, Section 13-4-310, was amended by Public Chapter No. 686, which established statewide standards for when development plans become vested. The legislation allowed local governments to pass an ordinance or resolution to identify the types of development plans unique to the municipality or county in which the applicant would become "vested" in the development standards in existence at the time of the approval of such development plans.

Discussion & Recommendations:

Through Ordinance 15-17, the Town adopted the existing provisions in the Farragut Code of Ordinances, Chapter 24, Subpart B., Article 3 – Vested Rights in Development Standards. These provisions specifically establish the types of development plans in which the applicant becomes vested in the existing development standards, and what action would constitute approval of such development plans.

On May 9, 2025, the Tennessee Code Annotated, Section 13-3-413, was amended by Public Chapter 465, Acts of 2025, to modify the vesting of development standards in those standards existing at the time of submission, rather than at the time of approval of the plan. It also created vested development rights for building permits which are also tied to the regulations existing at submission of the building permit. In order to be treated as “submitted” and fixing the development standards in which the applicant is vested, the

submission, however, must "substantially comply with the requirements of local development ordinances and regulations."

Tennessee Code Annotated, Section 13-3-413 was further amended to require that local development ordinances specify what constitutes "substantial compliance." If a community does not specify what constitutes "substantial compliance", there could be substantial disagreement as to when the submittal was completed, this leading to disagreement as to the point in time at which the existing standards vested.

For the past few weeks, the staff has been working with the Town Attorney to develop the language in Ordinance 26-05. In determining the appropriate language, it was important to specifically reference that a complete application that demonstrates substantial compliance must correspond to the requirements in effect on the date when an initial application is filed. This helps to address the likely intent of Public Chapter 465, to ensure that the development standards in place when something complete is submitted will become fixed/vested and will not change for that plan, if it is ultimately approved, even though the development standards are amended by the Town.

From the staff and Town Attorney position, just because something is submitted does not make it complete or compliant. The submittal must include all information (based on what is adopted at the time of submittal) needed for it to be approved. Otherwise, the submittal is neither complete nor compliant and would not be subject to vesting.

Another provision in Ordinance 26-05 is to clarify what constitutes a "final development plan" and a "preliminary development plan" consistent with language used in the Tennessee Code Annotated. This helps to clarify what types of plans fall under each category for purposes of vesting based on the information required for such plans. Preliminary development plans have a different level of information than final development plans and what gets vested is based on the level of information specific to that type of plan.

At their meeting on December 18, 2025, the Planning Commission unanimously recommended approval of Ordinance 25-23 which, due to falling within a new year, is now referenced as Ordinance 26-05. At the Board of Mayor and Aldermen meeting on January

22, 2026, Ordinance 26-05 was unanimously approved on first reading. There have been no changes to Ordinance 26-05 since first reading. The motion is to approve Ordinance 26-05 on second reading.

Recommended By: Mark Shipley, Community Development Director

Proposed Motion: To approve Ordinance 26-05 on second reading.

RESOLUTION PC-25-13

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO AMEND THE FARRAGUT CODE OF ORDINANCES, CHAPTER 24, SUBPART B., ARTICLE 3 – VESTED RIGHTS IN DEVELOPMENT STANDARDS, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-310, TENNESSEE CODE ANNOTATED, BY ESTABLISHING WHAT CONSTITUTES A COMPLETE AND COMPLIANT SUBMITTAL FOR VESTING PURPOSES FOR PRELIMINARY AND FINAL DEVELOPMENT PLANS AND BUILDING PERMITS

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 Farragut Municipal Planning Commission has adopted various ordinances and regulations to help implement the general plan for physical development provided in the Tennessee Code Annotated; and

WHEREAS, a public hearing was held on this request on December 18, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, Ordinance 25-23, to amend the Farragut Code of Ordinances, Chapter 24, Subpart B., Article 3 – Vested Rights in Development Standards, to establish what constitutes a complete and compliant submittal for vesting purposes for preliminary and final development plans and building permits.

ADOPTED this 18th day of December 2025.

Ron Pinchok, Chairman

Shannon Preston, Secretary

Existing Language in Code of Ordinances with Proposed Changes Shown

ARTICLE 3. VESTED RIGHTS IN DEVELOPMENT STANDARDS

Sec. 101-54. Purpose and intent.

The purpose and intent of this article is to comply with T.C.A. § 13-4-310(e), pursuant to which the town is authorized to specifically identify by ordinance:

- (1) The types of development plans within the town's jurisdiction that will cause property rights in development standards applicable to the specific development plan to become vested; and
- (2) To specify what action constitutes the submittal of a complete application approval that demonstrates substantial compliance of as it relates to development plans within the town, after the occurrence of which will result in the development standards applicable to the specific development plan approved being vested that become vested, as required by T.C.A. § 13-4-310.

(Ord. No. 15-17, § 1(14-701), 11-12-2015)

Sec. 101-55. Plans constituting development plans and entitled to vesting.

- (a) As provided in T.C.A. § 13-4-310(k)(5)(A) (6)(A), all preliminary plats, site plans, landscape plans, and final plats as provided for in the town's regulations shall be recognized as "final development plans" entitled to vesting to the extent allowed by T.C.A. § 13-4-310.
- (b) As provided in T.C.A. § 13-4-310(k)(6)(7), concept plans, as provided for in the town's regulations, shall be recognized as "preliminary development plans" entitled to vesting to the extent allowed by T.C.A. § 13-4-310.

(Ord. No. 15-17, § 1(14-702), 11-12-2015)

Sec. 101-56. Plan submittal.

Because the mere submission of some paperwork does not necessarily constitute completeness or compliance of the paperwork with adopted codes and ordinances in effect on the date when an initial application is filed, a complete application that demonstrates substantial compliance shall be considered one that includes all required information, as provided for in adopted codes, ordinances, and corresponding checklists in effect on the date when an initial application is filed, that would be needed for the approval of such plan, as described in Section 101-57.

Where applied to a building permit, a complete application that demonstrates substantial compliance shall be one that conforms in all respects to the Town's ordinances and regulations in order to qualify to receive a building permit.

Sec. 101-567. Plan approval.

Approval of any development plan, as described in this article, shall occur upon the affirmative acknowledgment in writing by town staff of the satisfactory completion of all conditions and "subject to" requirements specified by the town municipal planning commission, and/or the town visual resources review board, and/or the town board of mayor and aldermen as part of the formal approval process.

(Ord. No. 15-17, § 1(14-703), 11-12-2015)

Secs. 101-58—101-85. Reserved.

ORDINANCE: Ordinance 26-05 (formerly Ordinance 25-23)
PREPARED BY: Shipley/Hale
REQUESTED BY: Staff
CERTIFIED BY FMPC: December 18, 2025
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE FARRAGUT CODE OF ORDINANCES, CHAPTER 24, SUBPART B., ARTICLE 3 – VESTED RIGHTS IN DEVELOPMENT STANDARDS, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-310, TENNESSEE CODE ANNOTATED BY ESTABLISHING WHAT CONSTITUTES A COMPLETE AND COMPLIANT SUBMITTAL FOR VESTING PURPOSES FOR PRELIMINARY AND FINAL DEVELOPMENT PLANS AND BUILDING PERMITS.

WHEREAS, the Tennessee Code Annotated (TCA) Section 13-4-310, as amended by Public Chapter No. 686, established statewide standards that took effect January 1, 2015 for municipal planning for “vesting periods” upon the approval of final development plans; and

WHEREAS, Public Chapter No. 686 provided that local governments may pass an ordinance or resolution to identify the types of development plans that will cause property rights to become vested and specify the actions that constitute approval of such development plans;

WHEREAS, through Ordinance 15-17, the Town adopted the existing provisions in the Farragut Code of Ordinances, Chapter 24, Subpart B., Article 3 – Vested Rights in Development Standards;

WHEREAS, the existing provisions in the Farragut Code of Ordinances, Chapter 24, Subpart B., Article 3 – Vested Rights in Development Standards, establish the types of development plans within the Town’s jurisdiction that will cause, once approved, property rights in development standards applicable to the specific development plan approved to become vested and to specify what action constitutes approval of development plans within the Town;

WHEREAS, on May 9, 2025, the Tennessee Code Annotated was amended by Public Chapter 465, Acts of 2025, to modify the commencement of vested development rights for development plans to begin at submission of an application that substantially complies with the

Town’s regulations, rather than approval and to create vested development rights for building permits, which also begins at submission;

WHEREAS, the Tennessee Code Annotated was further amended to require that local development ordinances specify what must be submitted with an application for such submittal to constitute “substantial compliance.”

WHEREAS, in recognition of this requirement, the Board of Mayor and Aldermen wish to establish what constitutes “substantial compliance” and to clearly differentiate what types of plans are considered “preliminary development plans” and “final development plans” subject to vesting;

NOW, THEREFORE, BE IT ORDAINED that the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, hereby amends the Farragut Code of Ordinances, Chapter 24, Subpart B., Article 3 – Vested Rights in Development Standards, by replacing it in its entirety with the following:

SECTION 1.

Sec. 101-54. Purpose and intent.

The purpose and intent of this article is to comply with T.C.A. § 13-4-310(e), pursuant to which the town is authorized to specifically identify by ordinance:

- (1) The types of development plans within the town's jurisdiction that will cause property rights in development standards applicable to the specific development plan to become vested; and
- (2) To specify what action constitutes the submittal of a complete application that demonstrates substantial compliance as it relates to development plans within the town, that become vested, as required by T.C.A. § 13-4-310.

Sec. 101-55. Plans constituting development plans and entitled to vesting.

- (a) As provided in T.C.A. § 13-4-310(k) (6)(A), all preliminary plats, site plans, landscape plans, and final plats, as provided for in the town's regulations, shall be recognized as “final development plans” entitled to vesting to the extent allowed by T.C.A. § 13-4-310.
- (b) As provided in T.C.A. § 13-4-310(k)(7), concept plans, as provided for in the town's regulations, shall be recognized as “preliminary development plans” entitled to vesting to the extent allowed by T.C.A. § 13-4-310.

Section 101-56. Plan submittal.

Because mere submission of some paperwork does not necessarily constitute completeness or compliance of the paperwork with adopted codes and ordinances in effect on the date when an initial application is filed, a complete application that demonstrates substantial compliance shall be considered one that includes all required information, as provided for in adopted codes, ordinances, and corresponding checklists in effect on the date when an initial application is filed, that would be needed for the approval of such plan, as described in Section 101-57.

Where applied to a building permit, a complete application that demonstrates substantial compliance shall be one that conforms in all respects to the Town's ordinances and regulations in order to qualify to receive a building permit.

Sec. 101-57. Plan approval.

Approval of any development plan, as described in this article, shall occur upon the affirmative acknowledgment in writing by town staff of the satisfactory completion of all conditions and "subject to" requirements specified by the town municipal planning commission, and/or the town visual resources review board, and/or the town board of mayor and aldermen as part of the formal approval process.

SECTION 2.

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

Ron Williams, Mayor

Crissy Fletcher, 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: Wendy Smith, Communications Manager

Subject: Approval of Resolution R-26-03 Social Media Policy

Introduction & Background:

Because social media is a convenient and popular way to share information, the Town of Farragut utilizes it to share news, as well as engaging content intended to acquaint the public with the work of Town staff. Public interaction is an important aspect of social media as it allows the public to engage with the Town through comments, likes and shares. However, the benefits of social media come with potential pitfalls.

After attending several conferences and participating in multiple webinars regarding government social media use, the Communications Manager recognized the need for a social media policy that would allow Town of Farragut staff to remove content that is deemed harmful and is not protected by the First Amendment. After much research, this social media policy was developed and has been reviewed by Town Attorney Tom Hale.

Discussion & Recommendations:

The attached social media policy is on the Town's website and each of the Town's Facebook and Instagram accounts. In addition to encouraging positive engagement, it specifies the types of unprotected speech that are subject to removal. Staff recommends the approval of the Town of Farragut Social Media Policy so that it may be enforced on all Town of Farragut social media accounts.

Recommended By:

David Smoak, Town Administrator, Wendy Smith, Communications Manager, Tom Hale, Town Attorney for approval.

Proposed Motion:

To approve Resolution R-26-03 Social Media Policy



TOWN OF FARRAGUT

RESOLUTION R-26-03

RESOLUTION ADOPTING A SOCIAL MEDIA POLICY

WHEREAS, the Town of Farragut views social media as a unique opportunity to engage with the community online; and

WHEREAS, the goal of the Town's social media sites is to share Farragut news, events and other local content with as many people as possible on social media channels, avenues allowing the public to respond with related input; and

WHEREAS, the opinions expressed by visitors on the Town's social media pages do not reflect the opinions of the Town, and the Town does not promote or endorse comments posted on its pages; and

WHEREAS, while the Town encourages individuals to share thoughts and opinions on the Town's social media platforms, it expects this to be done respectfully, truthfully and in a constructive manner.

NOW, THEREFORE, BE IT RESOLVED that the Board of Mayor and Aldermen of the Town of Farragut hereby adopt the attached Social Media Policy regarding comments posted on the Town of Farragut's social media platforms, and as may be amended.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 12th day of February 2026.

Ron Williams, Mayor

Christine Fletcher, Town Recorder

Town of Farragut Social Media Policy

Thanks for following the Town of Farragut's social media channels! We see social media as a unique opportunity to engage with the community online. Our goal is to share Farragut news, events and other local content with as many people as possible on social media channels, which are avenues that allow the public to respond with related input. Of course, the opinions expressed by visitors on the Town's social media pages do not reflect the opinions of the Town, and the Town does not promote or endorse comments posted on our pages.

While we encourage individuals to share thoughts and opinions on the Town of Farragut's social media platforms, we expect this to be done respectfully, truthfully and in a constructive manner. Comments may be removed by the Town if they contain:

- Defamation (false and injurious language)
- Threats (serious expressions of intent to commit an unlawful act of violence)
- Spam (content that is not related to the subject matter of the post) or content that is so unrelated, in the sole opinion of staff, that it causes confusion concerning the actual subject matter of the original post
- Encouragement of illegal activity
- Malware links
- Promotion of illegal discrimination, such as offensive and disparaging comments that target ethical, racial, cultural, religious or other groups protected by law
- Content that purports to claim ownership of intellectual property rights contrary to the true ownership interest established by another party.
- Personally identifiable information about an individual such as financial or health care data

Links posted within comments may be deleted if they are deemed inappropriate based on the above criteria. Please be aware that all comments are subject to disclosure as public records.

Comments may be disabled on public service announcements made through social media, including information about public safety and emergency situations.

Have questions? Feel free to reach out to us at media@townoffarragut.org.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Tessa Cortes, Finance Director - Treasurer

Subject: Approval of Resolution R-26-04 Revised Fee Schedule for Fiscal Year 2026

Introduction & Background: Each fiscal year the Board of Mayor and Aldermen establish a general fee schedule for necessary fees for all Town services, including but not limited to application, filing, license and permit fees.

Discussion & Recommendations: Attached is the proposed schedule of fees. There have been some changes to the fees for fiscal year 25-26. Changes to the fee schedule are shown in red on the attached schedule and are described below.

Fee	Current Fee	Proposed Fee
Mcfee Tennis Courts rent for 1 hour	\$10	\$5
Campbell Station Inn Avery Russell Room Rental add on to McGill Plaza Rental	\$0	\$200 flat fee
Rental Fee for Outdoor Classes at McGill Plaza for 1 hour	\$0	\$60
Campbell Station Inn Avery Russell Room Rental Fees	\$0	\$50 hourly
		\$175 4 hours
		\$350 8 hours
		\$300 per day if multiple days (max 5 days)
Campbell Station Inn Full First Floor Rental	\$0	\$400 4 hours
		\$600 8 hour
Campbell Station Inn After Hours Rental Fees		Hourly events lasting after 6 pm will have an additional \$50 per hour fee

		Half day events on Sunday or Monday will have an additional \$200 fee.
		Full day events on Sunday or Monday will have an additional \$400 fee
Employee Discount For Gift Shops	0%	10% for employee & immediate family

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

Proposed Motion: Approve Resolution R-2026-04 to approve revised fee schedule for fiscal year 2026.



TOWN OF FARRAGUT

RESOLUTION R-26-04

WHEREAS, the Board of Mayor and Aldermen desires to establish a general fee schedule for Fiscal Year 2026, setting the necessary fees for all Town services and collection of Town accounts and expenditures, including but not limited to application, filing, license and permit fees; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen to consolidate all fees and adopt them by resolution;

NOW, THEREFORE BE IT RESOLVED by the Town of Farragut Board of Mayor and Aldermen, that all fees are hereby adopted as listed on the attached schedule.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 12th day of February 2026.

Ron Williams, Mayor

Christine Fletcher, Town Recorder

FY2026 Fee Schedule

		<u>Approved Fee</u>
<u>Administration</u>		
Beer Permit		\$250
Beer Permit Privilege Tax/Annual Renewal Fee		\$100
Special Occasion Beer Permit-Class 6		\$100
Retail Liquor Store Application		\$311
Liquor Privilege Tax		
	Private Club	\$300
	Hotel & Motel	\$1,000
	<u>Restaurants, according to seating</u>	
	75-125 seats	\$600
	126-175 seats	\$750
	176-225 seats	\$800
	226-275 seats	\$900
	276 seats & over	\$1,000
Wine Only Privilege Tax		\$120
Solicitation Permit		\$16
Records Request/Copies		Farragut Municipal Code: See Section 2-104 Regulates Request and Copies
Notary Service	\$0 for Farragut residents	\$11 per stamp/signature
<u>Employee Facility and Recreation Discount</u>		
Drop-in play at the Community Center		Free for employee & immediate family
Facility Rental		50% off for employee & immediate family
League entry for Town run athletics		50% off for employee & immediate family
Programming Registration	Staff led programming	50% off for employee & immediate family
	Contractual Programming	25% off for employee & immediate family
Employee discount for gift shops		10% for employee & immediate family
<u>Engineering</u>		
Drainage Fee		
	Commercial/Office Development	\$0.04 per square foot of impervious surface
	Residential Development	\$42 per subdivision lot

		<u>Approved Fee</u>
Community Development		
<u>Approved Fee</u>		
General		
	Illegal Parking (in fire lanes)	\$26
	Special Events Permit	\$26
	Home Occupation	\$52
	Local Contractor Licensing Fee	\$104
	Mobile Food Vendor Fire Safety Permit/per year	\$104
	Zoning Letter	\$26
Building Permits	Permit valuation shall include total value of work, including labor and materials, for which the permit is being issued	
	Total Valuation:	
	\$1,000 and less	\$37.00 minimum
	\$1,001 to \$50,000	\$36.00 for the first \$1,000, plus \$6.75 for each additional thousand or fraction thereof, to and including \$50,000
	\$50,001 to \$100,000	\$353 for the first \$50,000, plus \$5.50 for each additional thousand or fraction thereof, to and including \$100,000
	\$100,001 to \$500,000	\$623 for the first \$100,000, plus \$4.25 for each additional thousand or fraction thereof, to and including \$500,000
	\$500,001 and up	\$2,345 for the first \$500,000, plus \$2.75 for each additional thousand or fraction thereof
Plumbing Permits		\$36, plus \$5.25 for each fixture
Gas Permits		\$36 for first tap, plus \$5.25 for each additional tap

		<u>Approved Fee</u>
Mechanical Permits-Commercial		\$36 for first \$1,000, per total value of installation, plus \$5.25 for each additional thousand or fraction thereof
Mechanical Permits-Residential		\$36, plus \$36.50 per each unit
Plumbing, Gas, Mechanical Local License		\$104.00
Swimming Pool Permits	Public and Private Pool	Per total value of construction
Demolition Permits (for demolition of any building or structure)		\$104
Moving Permits (for moving any building or structure)		\$104
Re-Inspections		\$52 for 1st re-inspection and \$104 for 2nd re-inspection and \$208 for re-inspections of the same failure beyond the 2nd re-inspection
Commencing Work Without a Permit		Fee will be double the calculated building permit fee
Building Permit Application Extensions		\$104 with up to 90 days as the maximum extension
Building Permit Extensions		\$104 with up to 180 days as the maximum extension
Temporary Certificate of Occupancy	Residential-30 day maximum	\$104
Temporary Certificate of Occupancy	Non-residential-30 day maximum	\$208
Plan Reviews	Commercial	Fee is one half of the calculated Building Permit Fee, which is to be paid at the time of plan submittal.
Re-submittal Plan Reviews	Commercial	\$260 after the initial submittal and one correction submittal
Re-submittal Plan Reviews	Residential	\$52 after the initial submittal and one correction submittal
Fire Prevention		
	Fire Sprinkler System Permit	\$0.02 per square foot or \$104 (whichever is greater)
	Fire Alarm System Permit	\$0.02 per square foot or \$104 (whichever is greater)
	Modifications to existing fire alarm or sprinkler systems if work does not exceed \$1,000; if does exceed \$1,000, refer to Fire Alarm or Sprinkler System Permit fee	\$52
	All other permits	\$104
Fire Prevention Plan Resubmittal		\$104 after the second submittal
Concept Plans, Subdivision Plats and Subdivision Variances		
	Concept Plan	\$104
	Preliminary Plat	\$104 plus \$26/lot
	Final Plat	\$104 plus \$26/lot
	Variance Request	\$312

		Approved Fee
Site Plans (small acreage/building size)	Less than 3 acres or proposed gross square footage of building space is less than 10,000 square feet	\$104
Site Plans (large acreage/building size)	More than 3 acres or proposed gross square footage of building space is more than 10,000 square feet	\$208
Landscape Plans		\$52
Zoning Ordinance & Subdivision Regulations Text Amendments	Amend text	\$311
Zoning Map Amendments	Amend map	\$311
Board of Zoning Appeals - Variance Request		\$311
Board of Zoning Appeals - Special Exception, Use on Review, or Interpretation Request		\$104
Comprehensive Land Use Plan Amendments	Amend text or map	\$311
Municipal Code Text Amendments		\$311
Municipal Code Variance (Non- Board of Zoning Appeals)		\$311
Signs		
	Permanent Signs (non individual tenant panel)	\$104
	Temporary Signs	\$26
	Sign Fees for Tenant Panel Addition or Modification to Tenant Panel on Existing Ground Mounted Sign	\$52
	Signs Erected or Modified Without a Permit	Double the sign permit fee
Sign expiration extension of 180 days		
	Permanent Signs (non individual tenant panel)	\$104
	Tenant Panel Sign	\$52
Everett Road Corridor Fee		Ordinance 14-19

		Approved Fee
Parks & Recreation		
Facility		Approved Fee
Picnic/Pavilions Rental	Essex (AP); Burnside (CSP)	\$26 half day/ \$42 full day
	Hartford & Saratoga (AP); Longstreet (CSP)	\$47 half day/\$83 full day
	McFee Small	\$88 half day/\$130 full day (Monday through Thursday)
	McFee Small	\$104 half day/\$156 full day (Fri, Sat, Sun & Holidays)
	McFee Large	\$99 half day/\$150 full day (Monday through Thursday)
	McFee Large	\$125 half day/\$182 full day (Fri, Sat, Sun & Holidays)
	McFee Great Lawn and Great Lawn Pavilion-	see McFee Park Fees section
	Town Hall Park Pavilion	\$26 half day/ \$42 full day
	Anchor Park Restroom Pavilion	\$26 half day/ \$42 full day
Athletic	Fields (Diamond & Rectangular) Grass	\$31 per hour. Tournament Fees: 1/2 day \$104 All Day \$208
	Fields (Synthetic Turf)	\$57 per hour
	Competitive, Recreational & Intermediate Volleyball Fees	\$180 per team
	McFee Tennis	\$5 per court for 1 hour
	MBLP Pickleball	\$5 per court for 1 hour
	McFee Basketball	\$10 per court for 1 hour
Park Usage Fee for Non-Town Programs (Does not include any facility i.e. pavilions, etc.)	Professional photographers, fitness classes, trainers, Etc.	\$104 Annual Permit Fee
For-Profit/Park Usage Fee	Professional Photographers, For profit classes, Trainers, Etc.	\$104 Annual Permit Fee

		<u>Approved Fee</u>
Tournament/Camp/Clinic Usage Fee	Grass Field/Volleyball Complex	\$103 half day/\$206 Full day
	Synthetic Turf Field	\$337 half day/\$675 full day
	Tennis (2)/Pickleball (4)	\$208 full day
	Tennis (4)/Pickleball (6)	\$415 full day
Tournament Deposit (Refundable)		\$520
Vendor Fee-Tournament	Per Vendor	\$21 per day
Special Event Park Use Fee - Founders Park		\$208 per 4 hours; \$52 per hour for each additional hour
Excessive Trash		
	First Trash Violation	A written warning and/or a \$105 fine will be charged to the renter/organization. The renter/organization will not be allowed to use the fields until the fine is paid.
	Second Trash Violation	\$105 fine and 30-day suspension (without a refund of fees) to the renter organization. The renter/organization will not be allowed to rent a pavilion or rent/use fields or to until after the 30-day suspension and the fine is paid.
	Third Trash Violation	The renter/organization's contract will be canceled, and the organization will be banned from using any Town of Farragut field in the future.

McFee Park Fees

McFee Park Fees		
McFee Great Pavilion Only	<u>1/2 day rental</u> - \$104	
	<u>Full day rental</u> - \$182	
	Non-Profit	For Profit/Social
McFee Great Lawn and Pavilion- 120 person max	<u>1/2 day rental</u> - \$430	<u>1/2 day rental</u> - \$520
	<u>Full day rental</u> - \$623	<u>Full day rental</u> - \$727
Additional Fees for half or full day rentals:		
Electrical Fees	\$104	
TOF Tables & Chair rental	\$130	
Refundable Deposit	\$260	

Community Center Fees				
	Non Profit - Reg Hours	Non-Profit - After Hours	For Profit/ Social - Reg Hours	For Profit/ Social - After Hours
Classrooms				
Small (1 - 1/2 hour block)	\$16	\$42	\$16	\$42
Small (1 - 1/2 hour block) - Holiday Fee		\$52		\$52
Medium	\$21	\$47	\$21	\$47
Medium (1 - 1/2 hour block) - Holiday Fee		\$57		\$57
Large	\$26	\$52	\$26	\$52
Large (1 - 1/2 hour block) - Holiday Fee		\$62		\$62
Gym				
Sports/Fitness (1 hour block)	\$31	\$57	\$31	\$57
Sports/Fitness (1 hour block) - Holiday Fee		\$78		\$78
Sports/Fitness - Setup Fee	\$16	\$16	\$16	\$16
Camp/Tournament (Half Day - 6 hours)	\$156	\$285	\$156	\$285
Camp Tournament (Whole Day)	\$337	\$623	\$337	\$623
Camp/Tournament (Half Day - 6 hours) - Holiday Fee (20%)		\$342		\$389
Camp/Tournament (Whole Day) - Holiday Fee (20%)		\$747		\$830
Special Event (8 hours)*	\$647	\$675	\$778	\$986
Special Event (8 hours)* - Holiday Fee (20%)		\$810		\$1,183
Special Event Additional Hours (Per Hour)	\$130	\$130	\$130	\$130
Special Event Additional Hours (Per Hour) Holiday Fee (20%)	\$156	\$156	\$156	\$156
Refundable Damage Deposit	\$260	\$260	\$260	\$260
Assembly Hall (Monday-Saturday)				
8 Hour Rental**	\$415	\$675	\$675	\$882
Saturday Half Day Rental	\$441	\$441	\$441	\$441
Holiday Fee (20%)		\$810		\$1,058
Additional Hours (Per Hour)	\$104	\$104	\$104	\$104
Additional Hours (Per Hour) Holiday Fee (20%)	\$125	\$125	\$125	\$125
Alcohol Fee (No Sales)	\$104	\$104	\$104	\$104
Alcohol Fee (Sales) - For Profit Business Only (Not social)			\$520	\$520
Refundable Damage Deposit	\$260	\$260	\$260	\$260
*Includes commercial kitchen				
**Includes pre-function room and catering kitchen				
Assembly Hall - Special Rates (Monday-Thursday)				
	Non-Profit - After Hours	For Profit/ Social - After Hours		
2 Hour Rental**	\$156	\$208		
Additional Hour		\$52		
Additional Table/Chair Rental		\$10	per table/8 chairs	
Refundable Damage Deposit		\$104		
Assembly Hall - Special Rates (Sunday Only 1:00pm to 4:00pm)				
	Non-Profit - After Hours	For Profit/ Social - After Hours		
3 Hour Rental** (Max of 40 attendees)	\$311	\$311		
Refundable Damage Deposit	\$260	\$260		
Birthday Party Package				
2 Hour Rental - (Saturday) 1 hour gym, 1 hour class room		\$104		
3 Hour Rental - (Sunday) 2 hours gym, 1 hour class room		\$156		
Additional Table/Chair Rental		\$10	per table/8 chairs	
Refundable Damage Deposit		\$104		

Mayor Ralph McGill Plaza Rental Fees			
	Non Profit	For Profit/Social	
100 people or less	\$337	\$467	use of two grass lawns and sections of parking lot
101 people or more	\$493	\$675	use of two grass lawns, parking lot, and can shut down entry roads – parking provided at the Farragut Community Center
Electrical Fee	\$104	\$104	
Trash Fee-100 people or less	\$78	\$78	
Trash Fee-101 people or more	Renter must provide for private trash service		
Security Deposit (Refundable)-100 people or less	\$311	\$311	
Security Deposit (Refundable)-101 people or more	\$520	\$520	
Tent Permit/Fee	\$52	\$52	
Alcohol Fee	\$104	\$260 (No sales)	
Alcohol Fee		\$520 (sales)	
Any event serving or selling alcohol must hire an officer (not security guard), must receive a Town of			
Campbell Station Inn Avery Russell Room Rental			
Room Rental add on to McGill Plaza Rental	\$200 Flat Fee	\$200 Flat Fee	
Tourism Rental Rebate Plan (Hotel Incentive)			
Rebate for rental fees for Farragut hotel use (20 or more rooms)	Rentals of athletic fields, courts, McGill Plaza, CC Gym, CC Assembly Hall	\$2.55 per hotel night	
Rental Fee for Outdoor Classes as McGill Plaza			
\$60 per hour			
Rentals will be limited to two hours, including set up and tear down			
Alcohol will not be permitted under this fee structure			
Access to electric will not be included in this fee structure			
All rental fees are due within 7 days of booking in this fee structure			
This rental fee option is limited to following types of activities: outdoor fitness or education classes			
This rental will have a maximum of 35 participants			

Campbell Station Inn Rental Fees

Avery Russell Room (meeting space)	Hourly: \$50
Rental Fees	Half Day 4hrs: \$175
	Full Day 8hrs: \$350
	Multiple Days: \$300 per day with a max of 5 days
	Non-Profit Fee: 25% discount off total fee
	Staff: 50% discount off total fee
Full First Floor Rental Fees	Half Day 4hrs: \$400
	Full Day 8hrs: \$600
	Includes the use of the Avery Russell, main hallway, and Gift shop Room.
	The Historic Room will be accessible, but nothing may be moved or rearranged.
	With this option the Inn will be closed to the public
	Non-Profit Fee: 25% discount off total fee
	Staff: 50% discount off total fee
After Hours Rental Fees	Hourly events lasting after 6pm will have an additional \$50 per hour fee.
	Half day events on Sunday or Monday will have an additional \$200 fee.
	Full day events on Sunday or Monday will have an additional \$400 fee

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Crissy Fletcher, Town Recorder

Subject: Approval of Reappointment to Visual Resources Review Board

Introduction & Background: The purpose of this business item is to consider the reappointment of Jonathan Francis to the Visual Resources Review Board. The reappointment is necessary due to Mr. Francis's absence from three meetings.

Discussion & Recommendations: Mr. Francis submitted a request to be reappointed to the Visual Resources Review Board. He indicated that during November and December his work required significant out-of-state travel and during the same time he experienced an unexpected medical issue. The combination of those circumstances prevented him from participating as fully as he would have preferred. He further indicated those matters have now been addressed, and he is in a position to fully recommit his time and attention to the Board for the remainder of his term.

Recommended By: Crissy Fletcher, Town Recorder for approval.

Proposed Motion: Approve the reappointment of Jonathan Francis to the Visual Resources Review Board.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Ronald Oestreich, Parks & Recreation Director

Subject: Approval of Professional Services Agreement with LDA Engineering, Inc. for engineering and design of Red Mill Dam Parking Lot and Trailhead

Introduction & Background: The Red Mill Dam is located in the parcel of land at the corner of Concord and Turkey Creek and was acquired by the Town of Farragut. In an effort to showcase this beautiful piece of property, the town has been researching different possible options for access to the dam area. The recommended design firm, LDA Engineering, has vast experience in this type of design and engineering, especially in dealing with flood plain areas.

Discussion & Recommendations: This project consists of a 10-stall parking lot and pathway leading to a trail head area adjacent to the Red Mill Dam itself. Staff advertised an RFQ in December and selected LDA Engineering to conduct the engineering, design, and bid selection process for the Red Mill Dam project. The Town has had several successful projects with LDA in the past. The design and engineering budget has expanded due to the addition of the parking lot. LDA's follow up proposal is a lump sum fee of \$61,700, which staff feels is fair for their proposed services. Staff recommends approval LDA Engineering Inc. for the Design and Engineering services for the Red Mill Dam Parking Lot and Trail Head.

Financial Section
Account Number:310-43910-9790

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to</u> <u>Date:</u>	<u>Remaining Amount</u>
\$170,000	\$61,700	\$0	\$108,300

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

Proposed Motion: Approve Professional Services Agreement with LDA Engineering, Inc. for engineering and design of Red Mill Dam Parking Lot and Trailhead

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

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

Project: Red Mill Dam Parking Lot and Trail Head

Location: Between Turkey Creek and Concord Road north of Turkey Creek Road

Description of Project: Professional services for design of parking lot and trail head

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 \$61,700.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before July 31, 2026. The schedule for the various meetings and presentations as outlined in the Basic Services 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 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: _____

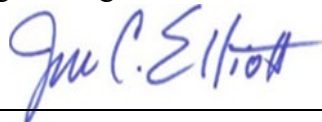
Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

LDA Engineering, Inc.

By:  _____

Printed
Name: Jason C. Elliott

Title: Principal / Engineer

Date: 01/27/2026



ATTACHMENT A

January 27, 2026

Mr. Ron Oestreich, Director
Farragut Parks & Recreation Department
239 Jamestowne Boulevard, Suite 201
Farragut, Tennessee 37934

Reference: Proposal for Professional Services
Red Mill Dam Parking Lot and Trail Head

Dear Mr. Oestreich,

We appreciate the opportunity to work with the Town of Farragut on this project. Below is our proposal to provide engineering and surveying services related to the design of the project.

PROJECT DESCRIPTION

The Red Mill Dam Parking Lot and Trail Head project consists of the bulleted list below. All improvements will comply with Americans with Disabilities Act (ADA) standards, and will be accessible by wheelchairs and disabled persons.

- A paved parking lot with 10 total spaces – 2 of the 10 spaces will be ADA-accessible.
- Approximately 500 linear feet of paved 10'-width greenway trail – surface material T.B.D.
- A seating and observation area adjacent to Red Mill Dam – this may include a short path from the greenway trail to nearer the dam. The seating area will have benches.

This is a locally funded project. TDOT Standard Drawings and Specifications will be the governing guidelines for engineering and design. Other standards may include ADA, MUTCD, AASHTO, and FHWA publications.

SCOPE OF SERVICES

Task 1 – Topographic and Boundary Survey

- A. Conduct a topographic survey along the proposed trail alignment and of the gravel driveway and parking lot on the First Utility District (FUD) property. Field survey topography, roads, driveways, drainage structures, utilities, trees ≥ 6 " diameter, property corners, and any other notable features.
- B. Integrate GIS mapping and create comprehensive base maps for the design process.
- C. Establish existing right-of-way and property lines. Locate the FUD sanitary sewer easement.
- D. Legal descriptions and exhibits for property acquisition will not be required. It is assumed that all improvements will be located on property owned by the Town of Farragut.

Task 2 – Engineering and Design

- A. Prepare construction plans, specifications, and construction cost estimates (PS&E).
- B. Submit PS&E for Town review and comment at Preliminary (30%), Right-of-Way (60%), and Construction (100%). Incorporate the Town’s comments into final construction documents.
- C. Attend one Board of Mayor and Aldermen meeting, one Planning Commission meeting, and progress meetings with Staff, as needed.
- D. Specific design elements and engineering tasks will address geometry and grading of the greenway, ADA compliance, site furniture (benches), storm water conveyance, pavement materials/thicknesses, erosion prevention and sediment control, coordination with existing utilities, and cost estimates.
- E. Permitting – since the project impacts will be limited and there is already a driveway connection to Concord Road (S.R. 332), we do not anticipate the need for any permits. However, some coordination with the agencies (TDEC, TDOT, etc.) will still be needed to clear the project.

Task 3 – Bidding Phase

Provide services to assist in obtaining construction bids, to include the following:

- A. Assemble the bid documents and draft the bid advertisement.
- B. Attend a pre-bid meeting and respond to the bidders’ questions.
- C. Prepare any necessary addenda to the original bid documents.
- D. Attend the bid opening.
- E. Prepare the tabulation of bids and recommendation for award of contract.

ESTIMATED SCHEDULE – COMPLETION DATE (ELAPSED CALENDAR DAYS)

The schedule below is based on a notice to proceed of March 1, 2026.

- Field survey and base mapping – March 13, 2026 (13 days)
- Preliminary PS&E – March 31, 2026 (18 days)
- Right-of-Way PS&E – April 15, 2026 (15 days)
- Construction PS&E – May 29, 2026 (44 days)
- Bidding and contract award – July 3, 2026 (35 days)
- Start construction – July 5, 2026 (2 days)
- Total duration from project kick-off to start of construction = 127 days

Please note this estimated schedule is accelerated and significantly shorter than other projects that are similar in scope. This is due mainly to the absence of three specific things: (1) permitting, (2) property acquisition, and (3) federal funding/TDOT oversight.

EXCLUDED SERVICES

The following services are excluded, but can be added to the scope if they become necessary.

- NEPA documentation

EXCLUDED SERVICES (continued)

- TDOT Local Programs coordination (all project funding by Town of Farragut)
- Geotechnical investigation
- Lighting design
- Landscape design
- Construction phase services

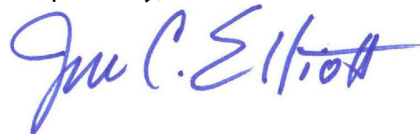
PROJECT FEES

The lump sum fees associated with each task are listed below. The actual compensation will not exceed the total for all tasks unless approved in advance by the client.

Task 1 – Topographic and Boundary Survey	\$ 9,500.
Task 2 – Engineering and Design	\$ 48,600.
Task 3 – Bidding Phase	\$ 3,600.
Total Contract	\$ 61,700.

If all conditions of this proposal are acceptable, please sign below for authorization to proceed. Thank you again for this opportunity.

Respectfully,



Jason C. Elliott, P.E.
Principal / Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____

Date: _____



LDA ENGINEERING

ATTACHMENT B
LDA LABOR BILLING RATES (rev. 6/30/23)

Senior Program Manager	\$ 265
Program Manager	\$ 245
Senior Project Manager	\$ 225
Project Manager	\$ 205
Engineer VI	\$ 255
Engineer V	\$ 225
Engineer IV	\$ 200
Engineer III	\$ 175
Engineer II	\$ 145
Engineer I	\$ 120
GIS III	\$ 200
GIS II	\$ 180
GIS I	\$ 160
Surveyor III	\$ 195
Surveyor II	\$ 175
Surveyor I	\$ 155
GIS/CADD VI	\$ 140
GIS/CADD V	\$ 130
GIS/CADD IV	\$ 120
GIS/CADD III	\$ 110
GIS/CADD II	\$ 100
GIS/CADD I	\$ 90
Field Technician VI	\$ 135
Field Technician V	\$ 125
Field Technician IV	\$ 115
Field Technician III	\$ 105
Field Technician II	\$ 95
Field Technician I	\$ 75
Consultant VI	\$ 230
Consultant V	\$ 205
Consultant IV	\$ 170
Consultant III	\$ 150
Consultant II	\$ 130
Consultant I	\$ 115
Project Administrator III	\$ 105
Project Administrator II	\$ 95
Project Administrator I	\$ 85



**Town of Farragut
Request for Qualifications (RFQ)**

Request for Qualifications No. 2026-19
Qualifications Title: Red Mill Dam Parking Lot and Trail Head Design Services

Information for Respondents

The Town of Farragut’s intended schedule for the solicitation is as follows:

RFQ Issue	12/18/2025
Deadline for Questions	12/30/2025
RFQ Due Date and Opening	01/06/2026 @2:00pm
Intent to Award	01/09/2026
Board of Mayor and Alderman Approves/Contract Signed	01/22/2026

Responders must submit one original and three copies (4 total): and label on the outside of the envelope as **“Sealed RFQ No. 2026-19 Red Mill Dam Parking Lot and Trail Head Design Services”** (An envelope cover page has been provided) Submittals of qualifications are to be delivered to the Town of Farragut, 11408 Municipal Center Dr., 2nd Floor, Farragut, TN 37934, by the due date and time; January 6th, 2026 at 2:00PM.

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

1. **Town Website (Free):**
 - https://link.edgepilot.com/s/e21d4051/d914nL_zlkSbJ5nskjuxHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
 - Registration is required but at no cost to vendors.
2. **Vendorlink (Paid):**
 - <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon (Paid):**
 - https://link.edgepilot.com/s/1f6497fb/IRQ_l4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
 - <https://www.demandstar.com/app/login>
 - Also requires vendor registration and payment, offering national visibility.

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

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

Anissa Pratte, Staff Accountant
apratte@townoffarragut.org

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

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

Respondents will be responsible for delivery of their responses to the Town of Farragut before the due date/time. Any responses received after the due date/time will remain at the Town's Finance Procurement Division, sealed, and will not be considered.

The solicitation does not commit the Town to award of a contract, to pay any costs incurred in the preparation of a response or to procure or contract for services. The Town reserves the right to reject any and all responses received, to negotiate with all qualified responders, to cancel this solicitation in part or in its entirety or re-advertise if it is in the best interest of the Town to do so.

Submitting an incomplete response or a response without proper required forms can result in disqualification. The Town reserves the right to conduct interviews as part of its evaluation process. After the initial round of scoring, the Town reserves the right to conduct a second round of interviews. The Town's determination of the bidder's ability or inability to complete the project shall be final and non-reviewable. Every vendor agrees to accept the Town's determination of a vendor's ability or inability to complete the project.

RFQ Envelope Cover



**Town of Farragut
11408 Municipal Center Dr
2nd Floor
Farragut, TN 37772**

Confidential

Request for Qualifications

DO NOT OPEN

RFQ: Red Mill Dam Parking Lot and Trail Head Design Services

Bid Opening Date & Time: January 6th, 2026 @ 2:00pm

Company Name: _____

Company Address: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFQ.

Scope of Work

NOTICE TO CONSULTANT ENGINEERS AND LANDSCAPE ARCHITECTS REGARDING A REQUEST FOR QUALIFICATIONS

The Town of Farragut, an Equal Opportunity, Affirmative Action Employer, hereby gives notice of its intent to retain the services of a qualified professional engineering or landscape architecture firm to provide design services for site improvements near the Red Mill Dam on Turkey Creek, located at 623 Concord Road. The proposed project consists of the design of a parking facility containing ten (10) total parking spaces, inclusive of two (2) Americans with Disabilities Act (ADA)-accessible spaces, approximately five hundred (500) linear feet of pedestrian trail improvements terminating at a single trailhead, and an observation area.

Required Scope of Services

- Performance of all necessary surveying and design services.
- Preparation of complete construction plans, technical specifications, and associated construction documents.
- Coordination and completion of all required environmental clearances.
- Assistance to the Town during the bidding and contractor selection process.
- Participation in meetings with appropriate Town of Farragut staff and the Farragut Municipal Planning Commission, as required.

Interested firms should submit a qualifications-based proposal to The Town of Farragut, Procurement Division, Anissa Pratte, 11408 Municipal Center Dr., Farragut, TN 37934. The Town will assess all proposals based on qualifications and may enter contract negotiations with one selected firm.

Selection Process

Procurement of these professional services shall comply with the Town of Farragut Procurement Ordinances and the State of Tennessee laws.

Evaluation Criteria

The Town of Farragut staff will utilize objective criteria when evaluating and ranking qualified respondents. These criteria are outlined below:

Firms' qualification and experience	25%
Project understanding and approach	25%
Team Composition and key personnel	20%
Past performances and references	15%
Schedule and project management	15%

Instructions to Responders

To be considered responsive, all submittals must be made in accordance with these instructions. Submittals shall include one original and three copies (4 total sets of documents) of the following information and shall be organized in the following order.

Title Page: Include name of firm, address, phone number, contact person, and email address of contact person.

- A. Table of Contents
- B. Letter of Transmittal: Limit to one page.
- C. Describe the firm/team and experience with projects of similar size and scope. Include the respective roles and responsibilities of each team member. (Limit to 15 pages)
- D. Provide the team's availability commitment for the project duration.
- E. Provide the team/firm's approach to the project and an estimated timeline of delivery of services.
- F. References: Include the name, address, telephone number, and e-mail address for contact person at three (3) public entities that represent the type of work requested for the scopes under this RFQ, to which the respondent has provided these services within the last 5 years.
- G. Provide a statement that the firm is licensed and qualified to perform the requested services in the State of Tennessee. Include copies of applicable licenses, registrations, certifications for the firm and pertinent personnel who will participate in the project.
- H. Any additional supplemental information that might enhance the Town's understanding of the firm and its experience/qualifications based on the evaluation criteria.
- I. Required Forms:
 - a. Drug Free Workplace
 - b. List of any subcontractors (Please provide on your own letterhead)
 - c. Addenda Acknowledgement
 - d. Non-Collusion Affidavit
 - e. Statement of Illegal Immigrants
 - f. Iran Divestment Act Certification
 - g. Certification regarding Debarment, suspension and Other Responsibility Matters

The contents of this Request for Qualifications (RFQ), including all terms, conditions, specifications, and requirements, as well as the selected firm's response and any addendum issued by the Town of Farragut, will be incorporated into and made a part of the final contract between the Town of Farragut and the successful firm. By submitting a qualifications statement, the respondent acknowledges and agrees that the provisions of this RFQ will serve as binding obligations within any resulting agreement.

Town of Farragut Terms and Conditions

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

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

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

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

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

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

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

11. **PROPERTY RIGHTS AND COPYRIGHT PROHIBITION.** The Vendor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the Vendor in furtherance of this contract shall be the Town of Farragut's property. The Vendor specifically waives and/or releases to the Town of Farragut any cognizable property right of the Vendor to copyright, license, patent, or otherwise use such information, data, findings, recommendations, responses, et cetera.
12. **PRICE WARRANTY.** Vendor warrants that the prices for the goods or non-professional services sold the Town are not less favorable than those currently extended to any other customer for the same or similar goods or non-professional services in similar quantities. In the event Vendor reduces its price for the goods or non-professional services during the term of this purchase order, Vendor agrees to reduce the prices charged to Town correspondingly. The Vendor warrants that prices shown on this purchase order/agreement are complete, and no additional charges of any type will be added without the Town's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.
13. **NON-ESCALATION.** Unless otherwise specified within the solicitation documents, the unit prices reflected in the agreement and/or contract shall remain firm with no provisions for price increases during the term of the contract.
14. **DELIVERY.** All deliveries shall be to the designated Town of Farragut property, and they must be Freight On Board (FOB), Town of Farragut, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of the bid.

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

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

17. **INSURANCE.** A Vendor working on the Town of Farragut property shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Vendor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
 - a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.

 - b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

 - c. **Worker’s Compensation Insurance and Employer’s Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.

 - d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

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

- i. The Town of Farragut, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability

- ii. A vendor’s insurance must be primary insurance as respects performance of subject contract.

- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.
19. **PROPRIETARY INFORMATION.** The Town of Farragut operates under Tennessee's Open Records Act and all information in the Town of Farragut's possession is subject to disclosure upon request. The Tennessee's Open Records Act applies whether or not such information is stamped "confidential," "proprietary" or other similar phrases.
20. **RECORDS RETENTION AND AUDIT.** The Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under an agreement and/or contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by federal law and/or regulations) from the date of the final payment under an agreement or contract. This shall be for inspection by the Town of Farragut or any other governmental entity or agency participating in the funding of an agreement or contract, or any authorized agents thereof. Upon request, the vendor shall furnish copies of said records.
21. **TERMINATION FOR CONVENIENCE.** The Town of Farragut reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Vendor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. The Vendor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. The Vendor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Vendor's suppliers or which Vendor could reasonably have avoided. The Vendor must not unreasonably anticipate the requirements of this order.
22. **TERMINATION FOR CAUSE.** The Town of Farragut may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective, or which do not conform to this order, and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to cancel this order for cause. In the event of cancellation for cause, the Town is not liable to the Vendor for any amount, and the Vendor is liable to the Town for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that the Town has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
23. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Farragut, Tennessee, in accordance with the following provisions:
 - a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
 - b. The parties agree to share equally in the expense of the mediation.

- c. Such mediation may include the Vendor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

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

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

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

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

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

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

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

27. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
28. **INTEGRATION.** This Agreement represents the entire and integrated agreement between Town and Vendor. All prior and contemporaneous communications, representations, and agreements by Vendor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.
29. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit of the Town and Vendor and their respective permitted successors and permitted assigns.
30. **ASSIGNMENT.** Neither the Town nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Vendor from employing independent Vendors, associates, and to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Vendor employs independent Vendors, associates, and subcontractors to assist in performance of the Services, Vendor shall be solely responsible for the negligent performance of the independent Vendors, associates, and subcontractors so employed.
31. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town and Vendor.
32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the Town a partner, joint ventures, or associate of Vendor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
33. **INTEREST OF CURRENT & PAST MEMBERS, OFFICERS OR EMPLOYEES.** No member, officer or employee of the Town of Farragut, no member of the Town of Farragut's governing body, no other public official who exercises any function or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in a contract, agreement or purchase order or the proceeds thereof.

34. **NON-DISCRIMINATION.** Vendors agree to comply with all federal, state, and local nondiscrimination laws and regulations. Vendor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Vendor further agrees to comply with all federal, state and local laws regarding treatment and accommodation for individuals with disabilities.
35. **DRUG FREE WORKFORCE.** Vendor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.
37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

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

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

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

(Signed): _____

Title: _____

Notary:

Subscribed and sworn to before me this _____ day of _____, 20____

Title

My commission expires: _____



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

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

Currently, the list is available online at the following website:
<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html>

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

CONTRACTOR SIGNATURE _____

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

PRINTED NAME AND TITLE OF SIGNATORY

Date: _____

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal of Qualifications, the Proposer represents that the Proposer has examined copies of all the RFQ Documents and hereby acknowledges they have verified that the Proposer 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)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

The Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposal submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer’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.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this RFQ Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, offer or Proposal 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 Proposer accepts the terms and conditions contained in the Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer’s behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer 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:2026-19 Red Mill Dam Parking Lot and Trail Head Design Services

Date: _____ Name of Proposer’s Company: _____

Signature of Responsible Proposer: _____

Notary’s Signature: _____

Notary Seal



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

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

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

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

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address

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

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that _____ have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

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

Signed: _____

Notary:

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

Witness my hand and seal at office this _____ day of _____, 20 _____.

Notary Public

My commission expires: _____



Town of Farragut

Addendum 1

RFQ No. 2026-19

**Red Mill Dam Parking Lot and Trail Head Design Services
12/18/2025**

The proposer acknowledges this addendum shall modify and become a part of the original solicitation document. The Proposer further acknowledges that should it be determined at the time of the RFQ opening that the Proposer has failed to acknowledge receipt of **ALL** issued addenda; the Proposer's response submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer'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.

Change of RFQ 2026-19 Due Date and Time

RFQ 2026-19 Red Mill Dam Parking Lot and Trail Head Design Services Due date is January 13th, 2026, at 2:00PM.

Interested firms should submit a qualifications-based proposal to The Town of Farragut, Procurement Division, Anissa Pratte, 11408 Municipal Center Dr., Farragut, TN 37934.

Respondents will be responsible for delivery of their responses to the Town of Farragut before the due date/time. Any responses received after the due date/time will remain in the Town's Finance Procurement Division, sealed, and will not be considered.

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

Anissa Pratte, Staff Accountant apratte@townoffarragut.org

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

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



RFQ No. 2026-19 Red Mill Dam Parking Lot and Trail Head Design Services

Address:

110 Tyson Blvd, Suite 200
Alcoa TN, 37701

Contact Person:

Jason Elliott
jelliott@ldainc.com
865-202-4936



LDA ENGINEERING

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LETTER OF TRANSMITTAL

January 12, 2026

RE: RFQ No. 2026-19 Red Mill Dam Parking Lot and Trail Head
Design Services



LDA ENGINEERING

Dear Ms. Pratte:

LDA Engineering (LDA) has had the privilege of working with the Town of Farragut on several public infrastructure projects – Virtue Road Improvements Phase 2, Turkey Creek Road Widening and Greenway, Everett Road Greenway Connection, and Little Turkey Creek Greenway. We value our working relationship with the Town, and feel it has been a positive and successful one.

For the Red Mill Dam project, we are teaming with a landscape architecture firm, TSW Design, so that together we can provide the expertise needed to successfully complete the scope of work required. As outlined in our enclosed organizational chart, the primary tasks and disciplines of our personnel break down as: project management, transportation/greenway, stormwater, permitting, ADA compliance, survey, landscape architecture, and Lighting and Electrical.

Please refer to our Team Approach section for a thorough description of our understanding of the Red Mill Dam project, and how we plan to use the expertise listed above to efficiently complete the design phase. Our detailed Project Schedule follows the Approach section.

Our Project Manager, Jason Elliott, has over 28 years of experience directing civil engineering projects, including many for improvements to greenway systems and parks. He is also the lead engineer for the Farragut projects listed in the opening paragraph.

Our primary goal at LDA is to provide professional services in a manner that focuses on owner/client input and participation, but also limits the amount of time and effort required from you. Our project kick-off meeting establishes how involved you would like to be in the engineering decision making process. Some clients want to be hands-on throughout the project, while others decide on a less active approach in order to focus on other things. We realize this also may vary from project to project, and we will tailor our services to meet your needs and preferences.



Red Mill Dam

The following pages outline the qualifications and relevant project experience of our combined staff. We believe the LDA team would be a great asset to the Red Mill Dam, and to a project which will be a significant improvement to the parks and recreation infrastructure in the Town of Farragut. Please contact me if you have any questions or require any additional information. LDA looks forward to the opportunity to partner with you to a build **STRONGER. HAPPIER. FARRAGUT.**

Respectfully,

Jason Elliott, PE
Principal/ Engineer
865-202-4936 (mobile)

LDAENGINEERING.COM

FIRM BACKGROUND

Founded in East Tennessee in 1982, LDA Engineering is an employee owned firm whose mission has always been to help clients build **STRONGER. HAPPIER. COMMUNITIES.** LDA operates 5 offices across Tennessee and continues to use the Alcoa office in Blount County as the headquarters. We believe frequent and accountable collaboration and communication are key factors for success. With over 300 years of firsthand public infrastructure experience, LDA provides you a team capable of successfully delivering a full spectrum of project services.

At LDA, we believe clients want to work with knowledgeable and personable professionals who take pride in their work. LDA's industry experience has provided our team with a strong list of qualified CEI projects. We prefer to always be looking forward. New approaches to legacy problems create more efficient and cost-effective solutions. We are local, technically staffed, and have assembled a strong team that has experience working together. This streamlines our effort, saving valuable time and budget resources, and amplifies our ability to communicate and collaborate with your engineering and operations teams. From the start, our local team will work closely with you to plan and develop an approach that will meet your goals, schedule, and budget.

LDA Engineering
110 Tyson Blvd., Suite 200
Alcoa, TN 37701
865.573.7672

Principal Contact:
Jason Elliott
865.202.4936
JElliott@
LDAinc.com

Alcoa Office:
43 employees

Company Wide:
90 employees

TEAMING PARTNERS



TSW is a full-service planning, architecture, and landscape architecture firm of talented professionals who work collaboratively to provide our clients with extraordinary designs for communities, buildings, and greenspaces. We were founded in Atlanta, GA, as a corporation in 1990. With approximately 47 full-time employees in our Atlanta headquarters and offices in Lexington (KY), Tulsa (OK), and Chattanooga (TN), our small office size allows our principals to be hands-on in every aspect of a project and enables more multidisciplinary collaboration. For more than 35 years, we have been proud to create award-winning plans that embody the principles of livable communities: walkability, sense of place, compelling public spaces, human-scaled buildings, and connectivity. We are involved in all stages of community planning and design, including outreach, visioning, coding, site planning, architecture, and streetscape design, and are proud to see many of our projects move from concept to completion in a range of diverse locations throughout the Southeast. This effort will be managed out of our Chattanooga office.

Why our team...



- ✓ **Proven Track Record**
Our team has a proven track record of working effectively together including a longstanding history as a trusted engineering partner on transportation, roadway design, and infrastructure projects.
- ✓ **Collaborative**
We operate with a team mindset and focus on internal collaboration to develop unique and resourceful solutions to construction delivery.
- ✓ **Turn Key Service**
We provide a team complete with subject matter expertise in each service area requested in the scope of services to deliver projects from start to finish.
- ✓ **Innovative**
Our team is committed to implementing innovation and advanced technology to challenge the status quo and resourcefully use all the tools in our toolbox.
- ✓ **Integrity**
The LDA Team understands the value of accurate and honest timekeeping and have controls to monitor, review, and document financials creating an audit-proof project.
- ✓ **Capacity to Deliver**
We have a passionate local team available to provide boots on the ground support on the same day of notice with a deep bench of support staff committed to address project challenges same-day.



LITTLE TURKEY CREEK GREENWAY CONNECTION

FARRAGUT, TENNESSEE

The Little Turkey Creek Greenway Connection project consisted of approximately 1,400 linear feet of new greenway (8' asphalt) between the Brookmere Subdivision and the Sheffield Greenway Connector in Farragut, TN.

The Town of Farragut wanted to provide a continuous greenway system to their residents and visitors. This area was particularly challenging for the greenway connection due to steep grades and the proximity to Little Turkey Creek.

TDOT Standard Drawings and Specifications were the governing standards and guidelines for engineering and design. Other standards included ADA, MUTCD, AASHTO, and FHWA publications.

LDA's scope of work for engineering and survey is summarized below.

Topographic and Boundary Survey

- Legal descriptions and exhibits to acquire property and easements
- Prepare construction plans, specifications, and cost estimates

- Specific design elements of the project include:
 - ADA-compliant geometry
 - Drainage system that outfalls to Little Turkey Creek
 - Utilities coordination
 - Large retaining walls to minimize grading limits and easements
 - Pedestrian/bicyclist safety rails to protect drop-offs and ramps
 - Two-phase Erosion Prevention and Sediment Control Plan
 - 4 space parking lot and pathway to trailhead entrance
- Prepare and submit applications for all required project permits
- No Impact Analysis for natural floodplain with mitigation if necessary
- Assemble bid documents and assist with the bidding process

KEY PERSONNEL

Jason Elliott
Cory Newman
Steve Drummer
Jason Brooks
Josue Garduno

DATES

2023-2024

PROJECT HIGHLIGHTS

Survey
Design
Permitting
Stormwater
Utilities Coordination
Safety Rails
Parking Spaces



LDA ENGINEERING



KEY PERSONNEL

Steve Drummer
Jason Elliott
Josue Garduno
Cory Newman

DATES

2025

PROJECT HIGHLIGHTS

- Survey
- Traffic Study and Traffic Counts
- Permitting
- Construction Plans & Specs
- Property Maps
- Right-of-Way Acquisition
- Stormwater
- Drainage Improvements
- Design
- Transportation
- Cost Estimating

FRANK LORINO PARK

MORRISTOWN, TENNESSEE

LDA partnered with the City of Morristown on the Snyder Road Connection to Frank Lorino Park to improve access, circulation, and overall functionality for park visitors. The project included the design of approximately 300 feet of new roadway connecting Snyder Road directly to the park, as well as 74,500 square feet of improvements to the main parking lot. The roadway alignment was intentionally adjusted to provide a direct approach into the parking area, simplifying vehicle movements, reducing congestion, and improving wayfinding for first-time and returning visitors. The parking lot design focused on maximizing efficiency within the existing footprint while supporting long-term durability and maintenance needs.

As part of the parking improvements, LDA incorporated 40 additional parking spaces without expanding the overall site limits, responding to increased demand during peak use and special events. Pedestrian safety was a key design consideration, with features that improved separation between vehicles and pedestrians and enhanced connectivity between parking areas and park amenities. Beyond design, LDA provided comprehensive project support including bidding assistance, part-time construction inspection,

and full construction administration. These services ensured the project was constructed in accordance with design intent, quality standards, and schedule, resulting in a safer, more accessible entry and parking experience for Frank Lorino Park users.

Sweetwater Creek Greenway Trailhead & Club Drive Park: Phase II

Lawrenceville, GA



TSW was retained as part of a multi-year on-demand landscape architecture services contract to provide full landscape architecture services for the Sweetwater Creek Greenway Phase I and Club Drive Park Phase II design and implementation.

Sweetwater Creek Greenway totals approximately 5.5 miles and runs along Sweetwater Creek from Bethesda Park to Club Drive Park. TSW's portion of work included two segment of approximately one mile, which is a combination of concrete trail and boardwalk sections over creeks and wetlands. The effort kicked off with fieldwork and base mapping followed by design work, which included trail alignment and plans, detailed parcel crossing design, wetland delineation, and cost estimates.

The second phase of Club Drive Park, which opened in early 2019, includes two boardwalk structures with integrated seating and signage elements, which provide a unique experience of the surrounding woods and wetlands. A large lawn provides ample recreational space, and the outer circulation path connects with the trails in Phase I of the park to create a multi-use exercise loop. Estimated construction costs were approximately \$6 million.

Client: Gwinnett County, GA

Project Status: Completed

Project Highlights:

- Landscape architecture services (design through construction administration) for park addition and trailhead
- Boardwalks with integrated seating and signage





DENSO GREENWAY EXTENSION

BLOUNT COUNTY, TENNESSEE

LDA was selected to complete engineering design and construction documents for the Denso Greenway Extension in Blount County, Tennessee. LDA led a multidisciplinary team that provided survey, design, modeling, easement acquisition, and permitting services for the 0.79 mile section of greenway that traverses settings from woodlands to floodplain to residential neighborhoods.

This project provides connectivity to existing amenities for the community, which was a key objective. LDA worked with Partnership staff throughout preliminary design to develop trail routing options that met the needs of Blount County bicyclists and pedestrians. We also collaborated on NEPA environmental permitting and a flood study to protect the natural environment from a rise in the floodplain elevation.

The alignment is uniquely positioned to create a safe, protected corridor that connects bicyclists and pedestrians to regional employment centers, residential neighborhoods, and recreational areas. The greenway also attaches natural features, such as streams and wetlands, with

man-made developments. The route for alternative transportation will improve the overall quality of life in the area.

Permits:

- FEMA Conditional Letter of Map Revision (CLOMR)
- SWPPP
- ARAP

KEY PERSONNEL

Cory Newman
Steve Drummer
Jason Elliott

DATES

2022-Present

PROJECT HIGHLIGHTS

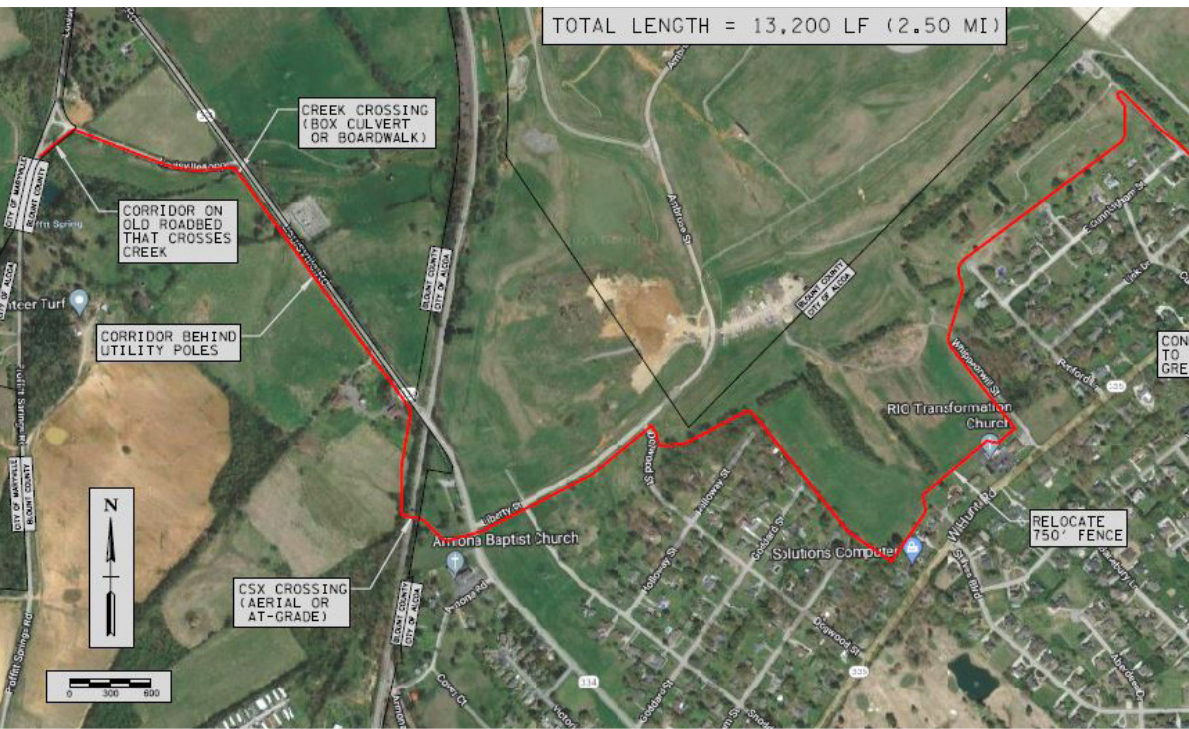
Easement Aquisition
Survey
Permitting
Modeling

CLIENT CONTACT

Blount Partnership
Bruce Kerr
865.983.2241
bkerr@blountpartnership.com



LDA ENGINEERING



EAGLE GREENWAY

ALCOA, TENNESSEE

LDA is currently working with the Blount Partnership on the install of a new greenway extension from the existing greenway on Hunt Road to the new Smith & Wesson development site. The design included 13,000 linear feet of asphalt greenway and a steel truss bridge over the CSX Railroad.

In addition, our team designed trail lighting, ADA compliant curb ramps and crosswalks, and drainage improvements.

The drainage infrastructure for the projects includes multiple stormwater culverts conveying drainage nearby off-site sources and roadways to nearby streams.

Anticipated services included in the project are stormwater modeling, TDOT permitting, railroad permitting, coordination with the Metropolitan Knoxville Airport Authority (MCAA), and easements.

LDA has completed the design and permitting phase. Construction started in June 2024, and LDA is providing Construction Engineering and Inspection services.

KEY PERSONNEL

Cory Newman
 Josue Garduno
 Jason Elliott
 John Bonar

DATES

2025

PROJECT HIGHLIGHTS

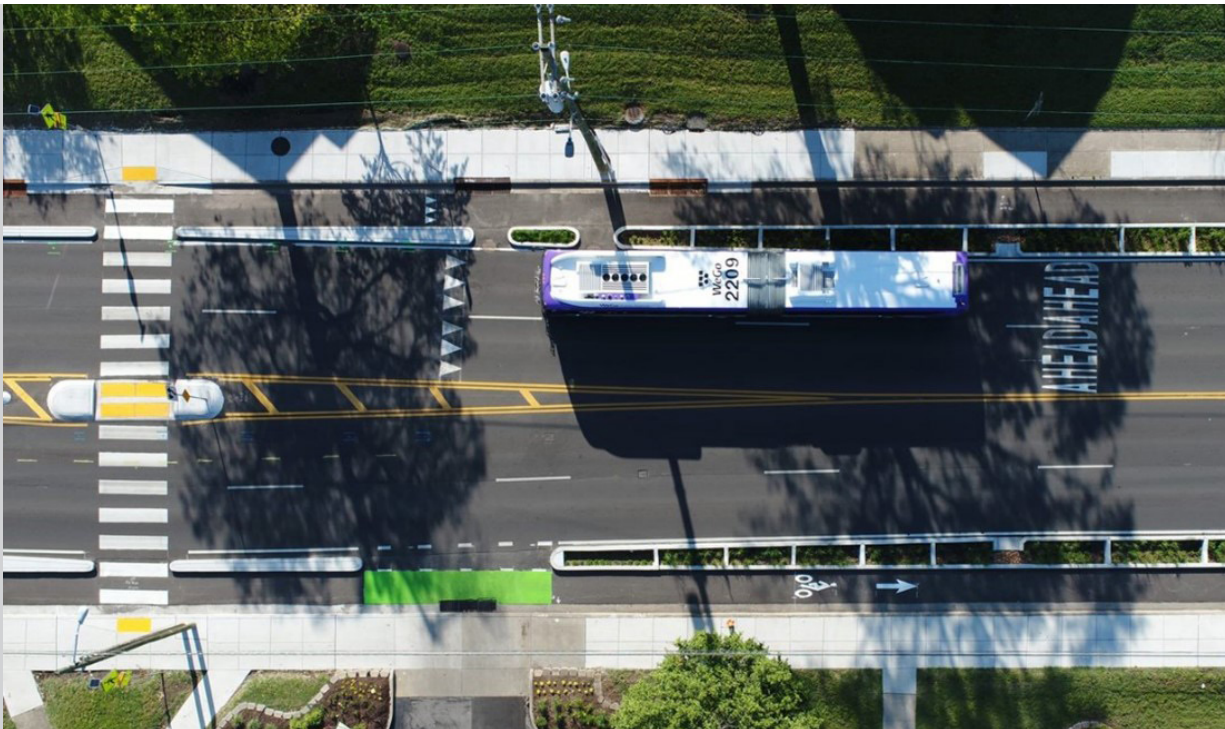
Easement Aquisition
 Survey
 Permitting
 Design
 Construction Engineering and Inspection

CLIENT CONTACT

Blount Partnership
 Bryan Daniels
 865.983.2241
 bdaniels@
 blountpartnership.com



LDA ENGINEERING



SIDEWALK & BIKEWAYS PROGRAM MANAGEMENT

NASHVILLE, TENNESSEE

The Sidewalk and Bikeways Program Management involves expanding and maintaining over **1,650 miles** of Nashville's sidewalk and bikeway network in partnership with the Nashville Department of Transportation and Multimodal Infrastructure (NDOT). The program management scope includes managing planning, design, and construction of new sidewalk and bikeway facilities throughout Metro Nashville as well as condition assessment of ADA inventory and service requests and repairs. Through program management, LDA manages public relations, data, design oversight and review, construction, program controls and coordinates directly with the Metro Right-of-Way consultant.

As a part of the project planning, LDA performed a community survey with over 10,000 touches, led a 22-organization steering committee, coordinated a 16 member focus group, and developed the 2022 WalknBike Plan Update, which resulted in an actionable three-year work plan for both sidewalks and bikeways. Projects are prioritized based on community needs:

- **Safety**
- **Access to Transit**
- **Connectivity**
- **Health & Equity**

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As the NDOT Sidewalk and Bikeways Program Manager, LDA implemented a collaborative and alternative delivery approach to deliver projects 58% faster and 26% less expensive in the first year, exceeding Mayor Cooper's publicly stated goal. This integrated delivery process includes collaboration across multiple Metro departments including Metro Water Services (MWS), NDOT Paving Program, Vision Zero, Traffic Calming, Parks & Recreation, and WeGo Public Transit. Since inception of the LDA contract as Program Management Consultant, the Program is responsible for a **\$150M** budget allocated to manage the planning, design, and construction of all NDOT sidewalk and bikeway infrastructure projects.

Key Benefits:

The NDOT Sidewalk and Bikeways Program creates a more livable Nashville by improving the safety and connectivity of multimodal transportation for users of ALL ages and abilities.

It's how we should do infrastructure... The future of the city should look and feel more like this... It is the fastest I've seen great infrastructure get developed.

– District 19 CM Freddie O'Connell (Mayor O'Connell)

KEY PERSONNEL

Jason Brooks
 Zack Daniel
 Taylor Hagood
 Jon Allen
 Danielle Ursprung
 Nate Pickering
 Jim Roebuck
 Tyler Green
 Joe Martin
 Demetrius Frinkley
 Paul Couey
 Stephen Lange
 Christine Munisteri
 Alan Cantrell
 Alan Haniszewski
 Juan Loza

DATES

2020-Present

PROGRAM COST

\$150,000,000

PROJECT HIGHLIGHTS

Project Management
 Program Management
 Stakeholder Engagement
 Manage Service Requests and Claims Response
 Intersection Improvements
 Street Resurficing
 Survey
 Construction Management
 Utilities Coordination and Design
 Transportation Planning
 Community Outreach

CLIENT CONTACT

Brad Freeze
 NDOT Deputy Director
 615.202.1391
 Brad.Freeze@Nashville.gov



LDA ENGINEERING



LEGEND
 LDA Engineering¹
 TSW²

PROJECT MANAGER



JASON ELLIOTT, PE, CPESC¹
 Availability - 50%

<p>TRANSPORTATION & GREENWAY LEAD</p>	<p>STORMWATER LEAD</p>	<p>PERMITTING LEAD</p>
<p>Lincoln Fugal, PE¹ Availability- 75%</p>	<p>Steve Drummer, PE¹ Availability- 50%</p>	<p>Cory Newman, PE¹ Availability- 50%</p>
<p>ADA COMPLIANCE COORDINATOR</p>	<p>SURVEY LEAD</p>	<p>LANDSCAPE ARCHITECT</p>
<p>Jim Roebuck, PE¹ Availability- 60%</p>	<p>Josue Garduno, PE, PLS¹ Availability- 30%</p>	<p>Adam Williamson, PLA, AICP, LEED AP² Availability- 50%</p>
<p>LIGHTING AND ELECTRICAL LEAD</p>		
<p>Glenn Hanson, PE¹ Availability- 60%</p>		



JASON ELLIOTT, PE, CPESC

PROJECT MANAGER

Jason has over 28 years of experience in transportation and civil infrastructure engineering, specializing in roadway and railroad projects. He is experienced in directing the design and production of plans for large infrastructure improvement projects. Jason has managed construction for transportation and site civil projects, most notably repairing Hurricane Katrina damage to bridges, roadways, storm sewer, and traffic signals for the City of Biloxi, Mississippi. His public service includes two terms on the Traffic Safety Advisory Board for the City of Oak Ridge (TN), with one term as Board Chair.

Professional Licensure: PE: KY, TN, GA

Certifications: TDEC Erosion and Sediment Control (CPESC), OSHA-40 Certified; TDOT Local Government Guidelines and Right-of-Way; Work Zone Traffic Control/ Flagger, TDEC ESPC Level 2



LDA ENGINEERING

28

Years of Experience

6

Years at LDA

Project Manager/Lead Engineer, Little Turkey Creek Greenway Connection, Farragut, Tennessee

Jason was the project manager for this project that consisted of approximately 1,400 linear feet of new greenway between the Brookmere Subdivision and the Sheffield greenway connector in Farragut, Tennessee. TDOT Standard Drawings and Specifications were the governing standards and guidelines for engineering and design. Other standards included ADA, MUTCD, AASHTO, and FHWA publications. LDA's scope of work included topographic and boundary survey, preparation of construction plans, specifications, and cost estimates, design, permitting, no impact analysis, bidding, and construction administration.

Project Manager/Lead Engineer, Virtue Road Realignment, Farragut, Tennessee

Jason managed the design for the realignment and reconstruction of approximately 0.75 miles of Virtue Road. The project widened the two-lane roadway, added a paved greenway, eliminated hazardous curves, raised the roadway profile to prevent flooding in one section, replaced a bridge over Little Turkey Creek, and added a roundabout at the intersection of a new access road to a residential development. Design elements included roadway, greenway, roundabout, drainage, sidewalk, bridge replacement, utilities relocation, right-of-way and easement acquisition, temporary traffic control, and environmental permitting.

Project Manager/Lead Engineer, Denso Greenway Extension, Bount County, Tennessee

Jason led the design and TDOT coordination for this greenway extension project to connect the Denso Manufacturing facility with the existing Alcoa-Maryville-Blount County greenway system. This project constructed

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a 0.79 mile section of paved and lighted greenway adjacent to Culton Creek in south Alcoa. This project was federally funded and administered by the TDOT Local Programs Development Office.

Project Manager/Lead Engineer, Simpson Road Widening and Reconstruction, Lenoir City, Tennessee

Jason managed this reconstruction project, which widened and realigned 0.70 miles of Simpson Road between U.S. 321 and Shaw Ferry Road. Along with horizontal and vertical geometry improvements, travel lanes were widened, a closed curb and gutter drainage system was implemented, and concrete sidewalk was added on one side. This project was federally funded and administered by the TDOT Local Programs Development Office.

Project Manager/Lead Designer, West Walnut Street Streetscapes, Johnson City, Tennessee

Jason is the Project Manager and Lead Designer for the streetscapes of approximately 1.25 miles of West Walnut Street, Ashe Street, and University Parkway in Johnson City, TN. The project includes reconstruction of these roadways to provide bike lanes, wider sidewalks, street trees & landscaping, and drainage improvements, in order to promote a more walkable, livable, and development-friendly corridor in the area of Johnson City between East Tennessee State University and Downtown. The project's design elements and tasks consist of roadway, drainage, bicycle lanes, sidewalk, utilities relocation, traffic signal modifications, signing and pavement marking, landscape and hardscape, right-of-way and easement acquisition, temporary traffic control, and construction support services.



LINCOLN FUGAL, PE

TRANSPORTATION & GREENWAY LEAD

Lincoln has 9 years of experience as an engineer in the public sector with experience at federal, state, and local government levels. His approach has been to acquire applicable data and present it to each fund manager or policy maker to inform their decisions and extend the effectiveness of public funds. His most recent experience was as the City Engineer for a community of 20,000 where he developed an asset management program that included city streets, sidewalks, signs, and integrated them into a maintenance program.

Education: Civil Engineering, University of Kentucky

Professional Licensing: PE: TN, KY. OSHA 40-Hour



LDA ENGINEERING

9

Years of Experience

1

Years at LDA

City Engineer, KY Public Road Maintenance Program, Madisonville, Kentucky

Lincoln took the city pavement program from a reactive “worst first” approach to a priority list of all roads by pavement quality weighted by usage and political subdivision. This included the first ever comprehensive objective evaluation of all city maintained streets producing a priority list weighted by road usage. Directly contributing to tripling the allocation to city street maintenance.

City Engineer, City of Madisonville Asset Management Program, Madisonville, Kentucky

Lincoln implemented asset management combined with work flow software that emphasized the ability of the maintenance crew to update assets as they were added/modified. His efforts included training maintenance staff for the city sewer, water, electric, roads, and sidewalks on the use of the system so that crew leaders can see not only where all city assets are but also what all departments are working on.

OTH Engineer Platoon Leader, TAAC South, ECP5 Reconfiguration Kandahar Airfield, Afghanistan

First Lieutenant Lincoln Fugal lead US Army construction engineers in the demolition and reconfiguration of the entry control point 5 for the Kandahar Airfield in Afghanistan. This included redesigning the pedestrian routes, the location of the vehicle’s scanners, vehicle waiting lots, pedestrian walkways and searching areas. He worked with Romanian and Bulgarian Security forces and supervising the work and well being of US Army personnel and contractors and equipment. This project required re-purposing all major components such as scanners and movable barriers as well as the new construction of scanning operator’s offices, dog handlers’ offices and dog kennels and guard positions.

City Engineer, City of Madisonville, Noel Ave Sewer Interceptor, Madisonville, Kentucky

This project was to construct 4 miles of 42-in, 36-in and 30-in gravity sewer to reroute sewer from the east side of the city to the west side decommission 4 pump stations as well as increase the capacity and improve the function of the largest pump station and add a clarifier to the wastewater treatment plant. The project was broken into 5 phases. Lincoln planned and managed the project for the city elected officials including securing funding, hiring the design firm, bidding and recommending a contractor for the construction, supervising and conducting inspections, responding to change orders updating the elected officials for 4 of the 5 phases of the project totaling \$26 million..

City Engineer, City of Madisonville, Madisonville, Hopkins County Sportsplex “Sports Factory”

Lincoln joined the city at the conclusion of the bidding of the site grading and began managing the project at the point of reviewing contracts and getting signatures for the site grading, transitioning to the general contractor for the building all the way through the final punch list and final payment to the contractor. The project was a 90,000sft building housing multipurpose courts that could support 6 basketball courts but also volleyball, and pickle ball as well as an indoor soccer field party rooms bathrooms industrial kitchen and food courts along with parking storm water detention and grade work for 3 future outdoor athletic fields. Duties included supervising the inspections team reviewing all inspection reports, pay applications, RFIs, and change orders and certifying these documents to the city and county elected officials for payment.




CORY NEWMAN, EI

PERMITTING LEAD

Since joining LDA, Cory has been working with survey crews and design teams as a project manager, and a client services lead. Cory has worked on various discipline projects in all aspects including underground utilities, transportation, and environmental permitting. Cory has various permitting experience including but not limited to: Aquatic Resource Alteration Permit (ARAP), Storm Water Pollution Prevention Plan (SWPPP), General Construction Permits, TDOT Permits, Railroad Permits and TVA Permits. Cory is also a Qualified Hydraulic Professional - In Training (QHP-IT). This allows Cory to differentiate between streams of the state and a wet weather conveyance which determines permitting requirements.

Education: BS, Civil Engineering, University of Tennessee

Certifications: PE- TN

 <p>LDA ENGINEERING</p>	<p>11</p> <p>Years of Experience</p>	<p>7</p> <p>Years at LDA</p>
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Project Manager, 12th South Complete and Green Street, Nashville, TN

This project involved the construction of a road diet to introduce protected, dedicated bike lanes and green stormwater infrastructure on an approximately one-and-a-half-mile section of 12th Ave South which ran through a residential area and connected two major commercial and entertainment districts in Nashville, TN. Cory's responsibilities for the project included coordination of the project design team, the Nashville Department of Transportation, Metro Water Services, and WeGo Transit for the preparation of the construction documents and permits. He also coordinated and oversaw the construction of the project and the corresponding water main improvement project.

Project Manager/Design Engineer, East Oakland Avenue, Johnson City, Tennessee

Cory was involved in the survey, design, ADA compliance, and obtained all necessary permitting on the project that involves 1,300 linear feet of road widening from two-lane to three-lane (addition of center-turn lane). The project also included new ADA complaint sidewalks, increased culvert capacity, and road realignment.

Project Manager, Teaster Lane, Pigeon Forge, Tennessee

Cory was the project manager for the improvements of Teaster Lane and Island Road. This project provided design and traffic engineering services to provide upgrades to operational improvements for the existing traffic demand and anticipated demand increase. This project also included survey, traffic impact study, traffic signal design and traffic control.

Project Manager, Blount Partnership Denso Greenway Extension, Blount County, Tennessee

Cory assisted with the design and alignment of the greenway extension that connects the Denso Manufacturing facility to the existing Alcoa-Maryville-Blount County greenway system. Cory assisted with survey evaluation for the no-rise flood study. Cory also worked on storm water pollution plan and coordinated with state officials. Cory is also assisting with easement acquisition drawings and descriptions. The project includes 0.79 miles of paved and lighted greenway.

Project Manager/Design Engineer, Brights Pike Bridge Replacement, Morristown, Tennessee

Cory was part of the survey crew responsible for marking proposed easement locations for property acquisition. Cory assisted with the design of the dual box culvert bridge alteration, and he was also responsible for permitting which included an ARAP permit as well as coordinating with the state.

Project Manager, City of Morristown Stormwater Capital Improvement Program, Morristown, Tennessee

In this role, Cory was responsible for developing and implementing a program plan that efficiently organized engineering and construction resources needed to implement the City's \$10 million stormwater capital improvement plan. Key tasks of the program included development of a collaborative on-line project information systems, financial tracking and reporting, design coordination, contractor procurement, and project quality management.



STEVE DRUMMER, PE

STORMWATER LEAD

Steve has 46 years of diverse experience planning and designing transportation facilities, civil/site development projects, stormwater conveyance and detention facilities, parks and greenways, and project management. Steve has managed and designed numerous roadway projects for Tennessee Department of Transportation (TDOT) and local governments including multi-lane highways, interstates and local roads. He worked for TDOT for 10 years as a transportation design engineer and a site construction engineer.



46

Years of Experience

10

Years at LDA

Project Engineer, Little Turkey Creek, Farragut, Tennessee

Steve was a part of the design team for this project that consisted of approximately 1,400 linear feet of new greenway between the Brookmere Subdivision and the Sheffield greenway connector in Farragut, Tennessee. TDOT Standard Drawings and Specifications were the governing standards and guidelines for engineering and design. Other standards included ADA, MUTCD, AASHTO, and FHWA publications. LDA's scope of work included topographic.

Project Manager, Earnest St Urban Park, Johnson City, Tennessee

LDA Engineering and its team designed the Earnest Street Pocket Park, converting a single block of Earnest Street into a vibrant pedestrian-only gateway that seamlessly connects the West Walnut Street District to Downtown Johnson City and the Tweetsie Trail. Leveraging recommendations from a prior master plan, the project closed one block of Earnest Street to vehicular traffic. This enhanced pedestrian only corridor gestures expanded sidewalks, shade trees and hardscape canopies, varied colored and textured hardscape, layered plantings, and custom furnishings including bench and swings. Integrated power and water service facilitate community events, and lighting and materials were selected to complement the adjacent federal courthouse restoration and reinforce the Walnut Street corridor's identity.

Quality Manager, Earnest Street Stormwater Conveyance, Johnson City, Tennessee

This project included improving drainage on a 27-acre site. Steve led the design of 2,000 linear feet of 18-inch RCP pipe, 200 linear feet of 48-inch steel pipe, and catch basins routing water to a 48-inch conveyance pipe. Design challenges included conflicts with existing water and sewer utilities, designing the pipe profile for shallow bedrock with vertical

restrictions, routing under a mainline rail-road, and minimal grade change. Steve also obtained the necessary permitting including TDEC Water and Sewer Plans Review, TDOT Grading Permit, Norfolk Southern Utility Occupancy, and TDEC Construction General Permit.

Quality Manager, Denso Greenway, Blount County, Tennessee

This project to construct a 0.79 mile section of paved and lighted greenway adjacent includes TDOT coordination, development of an effective HEC-RAS model, and no-rise certification. Steve was responsible for all stormwater and modeling efforts for the project. This project was federally funded and administered by the TDOT Local Programs Development Office.

Quality Manager, Morristown Stormwater Program, Morristown, Tennessee

Steve led the design efforts for multiple high-priority projects throughout the City of Morristown. The 30+ projects included a full range of stormwater design and also included planning, permitting, and analysis. The goal of the Program was to mitigate a variety of frequent flooding problems plaguing the City. A majority of the issues were attributed to undersized or aging culverts and channels, eroding streams and drainageways, and aging or inadequate street drainage systems.

Project Manager, Frank Lorino Park and Sports Court, Morristown, Tennessee

Rehabilitation project for the existing Tennis Complex consisting of eight tennis courts and a practice court. Project included crack repair, new multi-layer surface, replacing net post and nets and striping courts for bot tennis and pickle ball.

JOSUE GARDUNO, PE, PLS

SURVEY LEAD

Josue received his B.S. in Civil Engineering from the University of Tennessee. He has experience with permitting on over 10 projects, most of which consisted of the development of an ARAP and/or a SWPPP. Josue is proficient in communicating with local, state, and federal environmental regulatory agencies, such as the Hamilton County Water Quality Department, TDEC, and the EPA. Josue is also involved in Surveying Project Management. He received Surveying credits from East Tennessee State University and a PLS Certification through the State of Tennessee.



5

Years of Experience

4

Years at LDA

Survey Technician, Project Eagle and Denso Greenway, Maryville, Tennessee

Josue is currently serving as the Survey Project Manager assisting in boundary and topographic survey along and across major arterial roads, train rail crossings and vast open field. Responsibilities included processing and standardizing field data to TDOT standards, scheduling underground utility detection, property and right-of-way research.

Survey Technician, Sidewalk & Bikeway, Nashville, Tennessee

Josue assists in boundary and topographic surveys across the Metro-Nashville area for civil design. Responsibilities included the processing of field data, active scheduling of underground utility detection and inspections.

Survey Technician, Virtue Road, Farragut, Tennessee

Josue is the Survey Project Manager aiding in boundary and topographic survey along a high-volume collector road for minor road improvements and sidewalk construction. Due to the safety nature of the project, an extensive traffic safety plan was implemented to minimize risk of injury.

Survey Technician, Little Turkey Creek Greenway Connection, Farragut, Tennessee

Josue assisted with the professional surveying services on approximately 1,400 linear feet of new greenway between the Brookmere Subdivision and the Sheffield greenway connector in Farragut, Tennessee. TDOT Standard Drawings and Specifications were the governing standards and guidelines for engineering and design. Other standards included ADA, MUTCD, AASHTO, and FHWA publications. LDA's scope of work included topographic and boundary survey, preparation of construction plans, specifications, and cost estimates, design, permitting, no impact analysis, bidding, and construction administration.

Survey Technician, South Bellwood Road Alignment, Morristown, Tennessee

LDA provided survey and engineering services to realign approximately 3,000 LF of South Bellwood Road in Morristown. The surrounding area is slated for mixed use development, which requires a 3-lane roadway approximately 250 feet west of where it is located now. The new roadway is 36 feet wide with a center turn lane, concrete sidewalk on both sides, and an open ditch drainage system. In addition to the horizontal and vertical geometry, the design phase requires extensive grading, drainage, property acquisition, utilities and railroad coordination, and permitting.



JIM ROEBUCK, PE

ADA COMPLIANCE

Jim is located in our Nashville office where he has experience performing survey, easement coordination, design, and inspection for Nashville DOT and Metro Water Services. Jim graduated from the University of Tennessee Knoxville in December 2021 with a degree in Biosystems Engineering and a minor in Environmental Engineering and Watershed. While in school, Jim has worked on the MWS Clean Water Mill Creek/ Collins Creek Rehabilitation Project and as assisted with the recent survey projects completed under the MWS On-call Survey contract.



LDA ENGINEERING

5

Years of Experience

4

Years at LDA

Engineer, NDOT Sidewalk Repairs Program, Nashville, Tennessee

Jim provides on-going assistance for the NDOT Sidewalk Repairs Program. As part of the program, Jim assists with survey, site inspection, design, and cost analysis for new projects completed under the program.

Engineer, USACE Seven Mile Creek Project, Nashville, Tennessee

Jim assisted in the boundary surveys for five properties in the USACE Seven Mile Creek Project. The MWS project included private property surveys using GPS.

Engineer, NDOT Lower Broadway, Nashville, Tennessee

Jim assisted in surveying easements, buildings, utilities, sidewalks, roadway, and parking. The collected information aided in design efforts and design process.

Engineer, NDOT Elm Hill Sidewalk, Donelson, Tennessee

Jim assisted in survey and easement coordination for approximately one quartile mile of roadway and easements. The survey included but was not limited to headwalls, culverts, roadway, curbs, utilities, and fences.

Engineer, Mill Creek/Collins Creek Rehabilitation, Antioch, Tennessee

Jim assisted in the design process for the sanitary sewer rehabilitation that consisted of 68,000 linear feet of pipeline varying from 8 inches to 48 inches in diameter. The project included 6 creek crossings, Interstate 24 crossing, and two Railroad crossings. In addition, the project also included 318 manholes. Jim aided in the project by reviewing record drawings, CCTV data, field inspections, and construction cost estimating.

Engineer/Survey, West Brick Church Water Main, Nashville, Tennessee

Jim assisted in survey and easement coordination for approximately 10,600 linear feet of water main improvements for Metro Water Services. This project area is approximately 24 acres including residential, commercial, private, public lands and right-of-way. The survey was completed using both GPS and Total Station equipment.

Engineer, Lift Station Rehabilitation Engineering Report, Collierville, Tennessee

Jim helped evaluate and provide rehabilitation recommendations for 23 lifting stations for the Town of Collierville. The site assessments and data collection were used in devolving a rehabilitation plan for Collierville. In addition to this plan, our team helped set up a GIS map of each of the lift stations, allowing for Collierville to easily access data, reports, recommendations, and specific pump station information. Both the recommendations and GIS map, will allow the Town of Collierville to determine how to best allocate funds where they are needed most, and ensure the lifting stations are operational for years to come.

Project Engineer, Williamson County Department of Sewage Disposal Management, Franklin, Tennessee

Jim served as project engineer reviewing over 100 designs for commercial and residential septic systems to ensure compliance. These sewer systems were required to comply with local, state, and federal regulations, including TDEC and the EPA. Jim also inspected the construction of septic systems to ensure they were installed per the design specifications. Jim researched, documented, and presented eight new best practices for improving community safety related to sanitary septic systems.



GLENN HANSON, PE LIGHTING AND ELECTRICAL LEAD

Before joining LDA, Glenn was responsible for the Electrical, Instrumentation, and Control (EI&C) design of various air pollution control projects for industrial and utility clients at a multi-national firm, including systems for flue gas desulphurization (SO₂ removal), selective catalytic reduction (NO_x removal), and particulate removal (precipitators and baghouses). Since joining LDA 13 years ago, Glenn has provided electrical engineering services including power distribution, motor control, instrumentation, control logic development, and arc flash assessments. He has served as the electrical engineer on over 50 lift stations—many featuring SCADA systems, telemetry, emergency generators, and PLCs—and has evaluated over 70 pump stations throughout Tennessee. His recent work includes EI&C design for three lift stations, three Parshall flumes, and one magmeter, as well as PLC-controlled EQ systems at remote sites and the wastewater treatment plant. Glenn also developed the control logic for basin operations and coordinated closely with the system integrator to support programming and commissioning.



LDA ENGINEERING

45+

Years of Experience

14

Years at LDA

Electrical Engineer, Denso Greenway Extension, Blount County, Tennessee

Glenn performed the designed on the electrical and lighting plan for the greenway extension project to connect the Denso Manufacturing facility with the existing Alcoa-Maryville-Blount County greenway system. This project constructed a 0.79 mile section of paved and lighted greenway adjacent to Culton Creek in south Alcoa. This project was federally funded and administered by the TDOT Local Programs Development Office.

Electrical Engineer, Old Mill District Underground Electric Conduit & Street Lighting Project, Pigeon Forge, Tennessee

Glenn prepared the design to relocate the above ground utilities including electrical power, telephone, and cable TV lines to underground. This included the required conduit routing and pull box location to best navigate through the maze of utility piping for water, sewer, and gas that was already underground. New decorative street lighting was also powered by underground wiring.

Electrical Engineer, Johnson City Founders Parks & King Commons Master Plan, Johnson City, Tennessee

Glenn played an integral part in the master planning phase of the project. As Program Manager, LDA delivered Founders Park and King Commons Park as the first projects implemented from the master plan. Both converted blighted downtown space into attractive, multi-use public space and provided dedicated flood relief for downtown. The success of these first two projects spurred the City to move forward with the next phase of the Flood Mitigation Program, the West Walnut Street Redevelopment Project. This ambitious project provides flood improvements, a completes streets design, and a comprehensive upgrade to aging utility systems including water and sewer infrastructure.



Adam Williamson, PLA, AICP, LEED AP

Role: Lead Landscape Architect

Adam, a Principal at TSW with more than 25 years of experience, is a planner and landscape architect who specializes in planning and revitalization of downtowns and corridors. He has worked on a variety of implemented projects, including rural to urban master plans, coding efforts, streetscape revitalization projects, and parks and open spaces. Adam has extensive experience leading public charrettes and workshops to develop realistic community vision plans.

Education:

1997 Bachelor of Landscape Architecture
University of Georgia

Professional Status:

- Registered Landscape Architect: GA, SC, TN
- AICP
- LEED Accredited Professional

Professional Affiliations:

- American Planning Association
- Urban Land Institute
- CNU

Awards:

- 2025 GA ASLA Honor Award: Douglasville Town Green and Amphitheater
- 2024 OK ASLA Merit Award: Walker Park Master Plan
- 2024 GA ACVB TravelBlazers Award – Douglasville Town Green + GreyStone Amphitheater
- 2020 Great Place Award – Powder Springs Town Green



Representative Projects:

City of Powder Springs Town Green + Silver Comet Trail Trailhead (Powder Springs, GA) – Principal-in-Charge and Lead Designer for a contemporary community amphitheater building including a stage, green room and restrooms in a Town Green setting. TSW’s final design emphasized a multi-use amphitheater/flex lawn, signature splash pad, and trailhead connecting to the Silver Comet Trail.

Town of Farragut Town Center Visioning Plan and Streetscape Section Design (Farragut, TN) – Principal-in-Charge and Lead Planner/Landscape Architect for community engagement and planning services to guide future development and redevelopment in the 273-acre Town Center area, including a corridor redevelopment plan for Kingston Pike/US Hwy 11. Subsequently provided street section design services for corridors outside the Town Center, including North Campbell Station Road, Herron Road, Boring Road, Red Mill Lane, Evans Road, Boyd Station Road, and Allen Kirby Road.

Town of Tyrone Streetscape and Mobility Study; Signage and Wayfinding Design (Tyrone, GA) – Principal-in-Charge and Landscape Architect for Livable Centers Initiative (LCI) focusing streetscape design, creative placemaking, and implementation of smart technology for the Town Center District. Proposed streetscape and transportation improvements prioritized safety, multimodal access, and overall user experience. Subsequently led a comprehensive review of existing signage and, using stakeholder and community feedback, developed concepts for monument, wayfinding and gateway signage.

Douglasville Town Green and Amphitheater (Douglasville, GA) – Principal-in-Charge and Lead Landscape Architect for design and construction documents for community green, amphitheater, and surrounding streetscapes. The project was designed around sustainability strategies that include repurposing materials, sustainably sourced site furnishings, water collection and reuse, groundwater recharge, and native plants.

Duluth Main Street Streetscape & Parsons Alley (Duluth, GA) – Principal-in-Charge for designing multi-use trail connections and public spaces within the 30-acre downtown, including Parsons Alley as a multifunctional plaza supporting pedestrian and trail activity.

City of Midwest City Streetscape & Park Design (Midwest City, OK) – Principal-in-Charge and Landscape Architect for multi-use trail design integrated with community gathering spaces and streetscape improvements, including a functional and expressive wayfinding system that uses local materials, a unified brand strategy, and integrated lighting to ensure visibility and identity day and night.

Cherokee Co. Parks & Trails – SW Area Plan (Cherokee County, GA) – Principal-in-Charge for planning a system of arterial trails connecting county parks and creating new recreational trail opportunities on underutilized parcels.

The following sections describe the major phases and general approach that the LDA team will follow to complete the project scope of work. This basically entails the evaluation of existing site conditions and then engineering the most feasible, constructible, and cost-efficient design. The tasks within the phases are generally in chronological order, but some will overlap and/or reoccur during the design process.

Please note that even though only a few of the tasks below specifically mention coordination with Town of Farragut staff and officials, this coordination will be continual throughout the entire design process and production of construction documents.

1. Project Kick-off and Existing Conditions

- Project kick-off meeting – Meet with Town of Farragut staff and other appropriate agencies to discuss such things as project objectives, previous planning documents and information, project schedule and critical dates.
- Compile available data – Obtain all existing site data available such as property deeds, KGIS maps, TDOT roadway plans, USGS quadrangles, as-built drawings from utility owners, etc.
- Topographic and boundary survey (aerial and ground) – Perform the field survey work to supplement the data gathered above. This includes all above ground features in the project area, location of existing right-of-way and property corner markers, and ground elevation shots to establish the surface of the existing terrain.
- Base mapping – Create comprehensive CAD drawings that contain all the data (2D and 3D) described above. These base maps will be used to design the project.



Area of new trail head

2. Preliminary Design Phase

- Using the base maps created in Task 1, begin the preliminary design of the parking lot, trail, and observation area. The components of the Preliminary Plans include the following.
 - a. Horizontal and vertical geometry
 - b. Typical sections
 - c. Property map and acquisition table (no acquisition anticipated)
 - d. Grading and drainage plan with slope limits (project footprint)
 - e. Erosion prevention and sediment control plan
 - f. General landscape, hardscape, and lighting layout
 - g. Trail cross sections (at 25' interval)
 - h. Identification of potential utility conflicts
 - i. Preliminary estimate of construction cost

Please refer to Figures 1, 2, and 3 on the next three pages for illustrations of our conceptual design for the parking lot, trail, and observation area. Design notes and observations are listed below each figure.

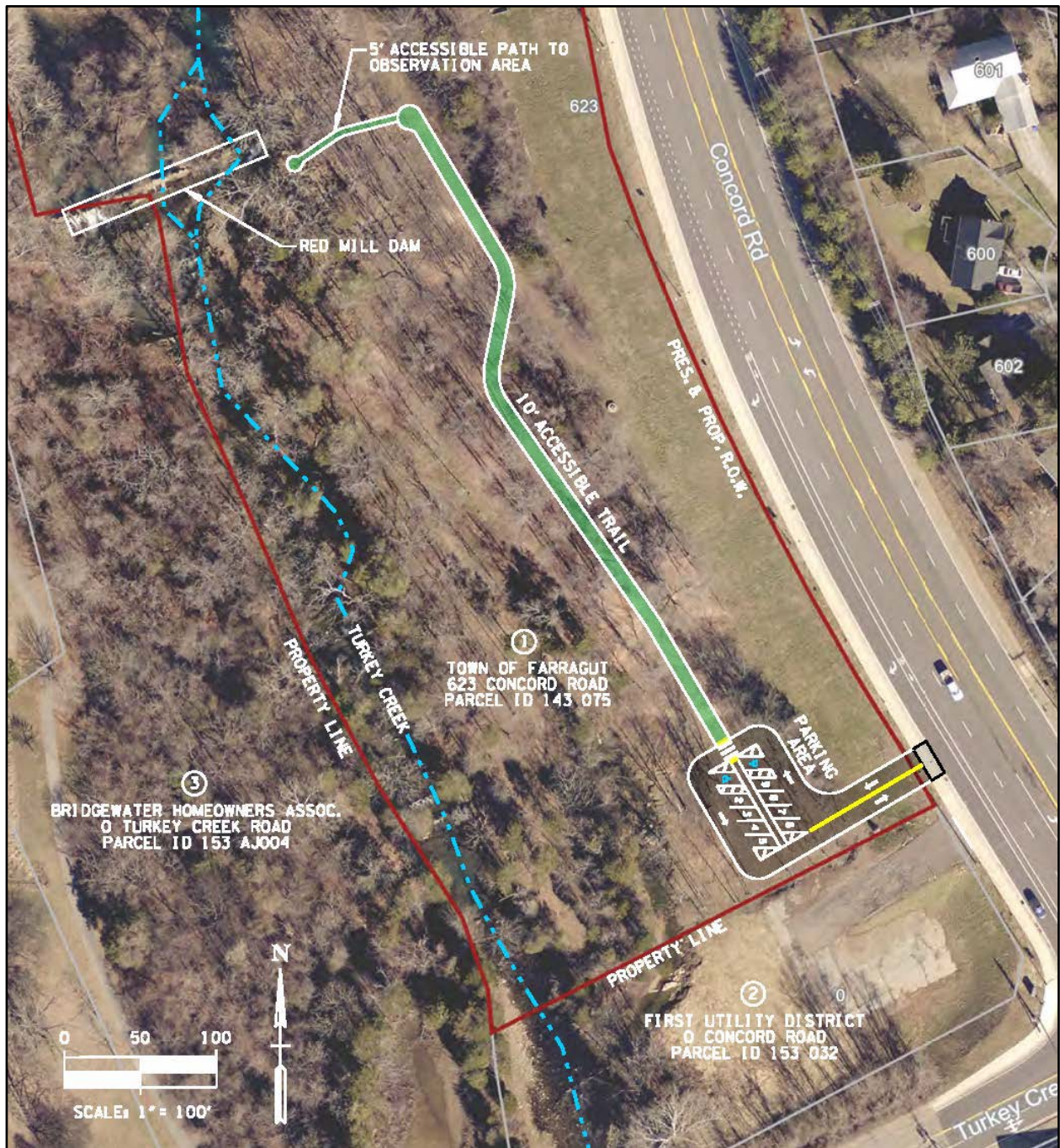


Figure 1 – Conceptual plan with aerial image background

- One-way directional parking lot with ten angled spaces, two are ADA-accessible.
- Ten-foot-wide ADA-accessible trail, surface material to be determined, meanders through the wooded area to minimize or eliminate the need for tree removal.
- Five-foot-wide ADA-accessible pathway leads to observation area below Red Mill Dam.
- The trail runs alongside an FUD sewer main and manholes.

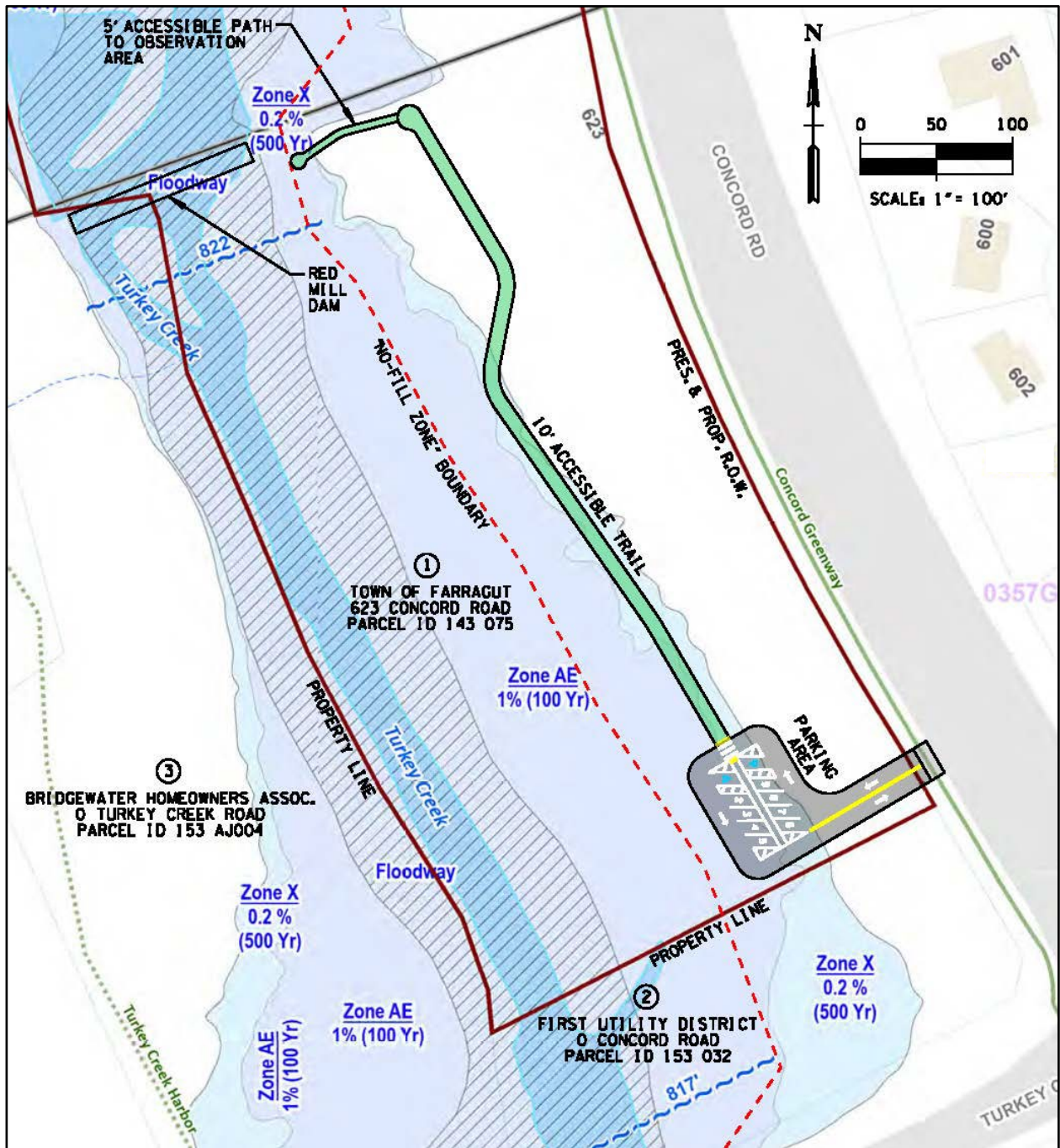


Figure 2 – Conceptual plan with FEMA flood zone map background

- The proposed trail corridor, as shown, is 100% outside the no-fill zone.
- The proposed parking area, as shown, is 100% outside the no-fill zone.
- Both statements above represent conditions for a No-Rise Certification; therefore, no FEMA coordination will be required.
- The observation area, due to its proximity to the no-fill zone, will need to be designed close to existing grade with minimal fill. A small amount of fill can be mitigated elsewhere, if necessary.

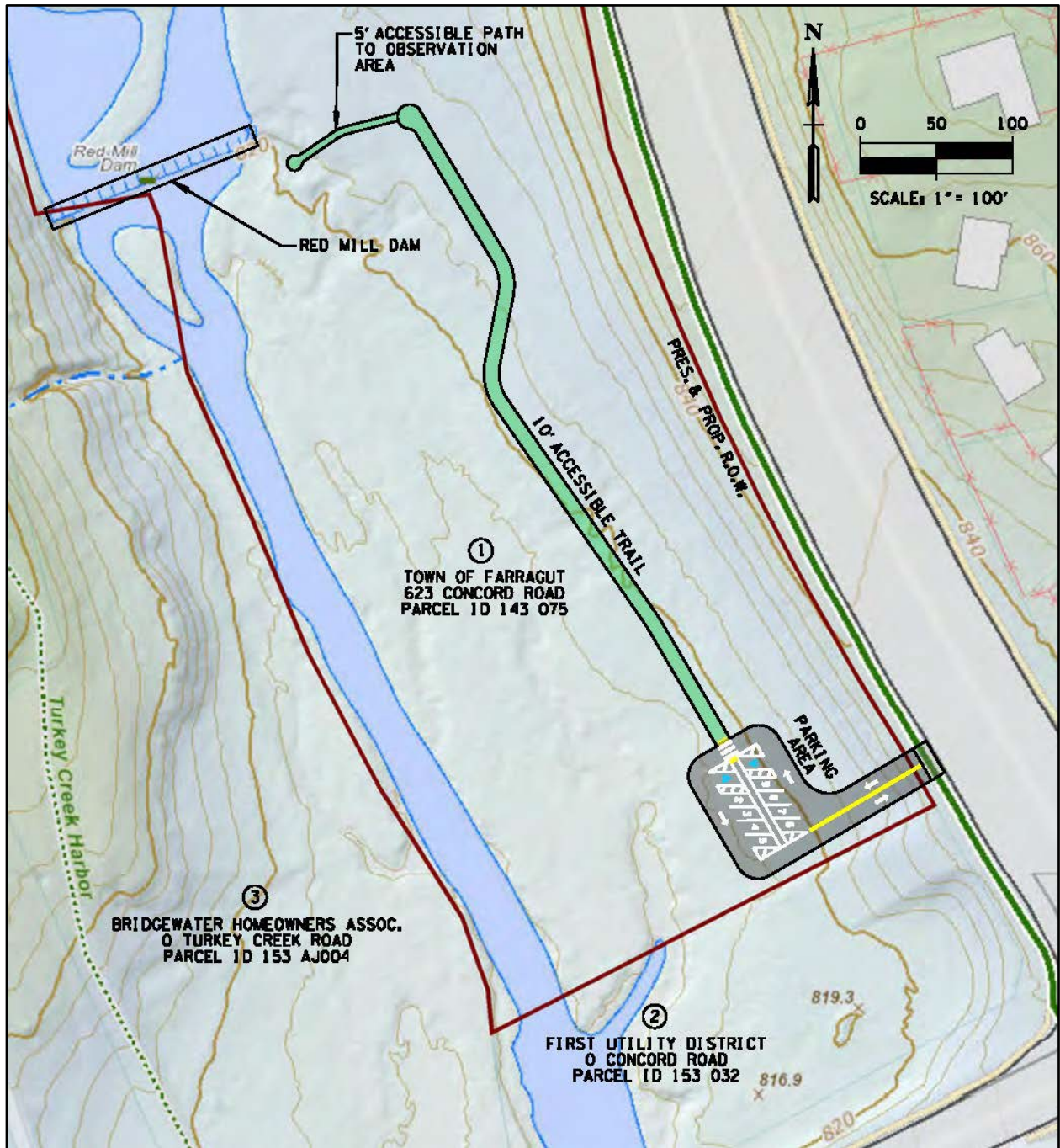


Figure 3 – Conceptual plan with topographic map background

- The proposed trail corridor is approximately 20 feet below the elevation of Concord Road.
- The observation area is at the same elevation as the top of Red Mill Dam.
- There is very little elevation change along the proposed trail corridor; therefore, most of the trail profile will be relatively flat.
- In the area of the S-curve, the grade will be steeper, but still under the 5.0% ADA maximum.
- The grade of the driveway to the parking lot, as shown, is approximately 20%. This grade can be reduced if the parking lot is moved closer to the creek (but still outside the no-fill zone).

3. Right-of-way plans and acquisition

- After Town staff and officials review the Preliminary Plans, review comments will be addressed and revisions incorporated into a Right-of-Way Plans set. At this point, the proposed geometry and major design components are set. Please see Figure 4 on the next page which illustrates a hypothetical situation where a significant plan revision resulted from a review comment.
- Since all the proposed improvements (as shown in Figures 1, 2, and 3) are on property owned by the Town of Farragut, it will not be necessary to produce legal descriptions and exhibits for property acquisition.
- Prior to starting the development of construction documents, a few more steps will be required to complete this phase.

- a. Distribute Right-of-Way Plans to utilities owners and hold a utilities coordination meeting. For this project, the only utility within the project limits may be the FUD sewer main. There are also decorative light poles along Concord Road.
- b. Coordinate with agencies to assess the need for environmental permits. For this project, we do not anticipate the need for any environmental permits, as summarized below.



FUD sanitary sewer main

- TDEC storm water (NPDES) permit – not required because the total disturbed area will be less than one acre, currently estimated at 0.6 acre.
 - TDEC Aquatic Resources Alteration Permit (ARAP) – not required because the project does not alter or impact the creek.
 - FEMA Conditional Letter of Map Revision (CLOMR) – not required because the project does not encroach on the no-fill zone (see notes under Figure 2).
- c. Since Concord Road is a state route (S.R. 332), a highway entrance permit (TDOT Form TE-4) will need to be coordinated with and approved by TDOT.

**TENNESSEE DEPARTMENT OF TRANSPORTATION
HIGHWAY ENTRANCE APPLICATION AND PERMIT FOR STATE AGENCY OR LOCAL GOVERNMENT**

4. Construction documents and bidding phase

- Based on the input received from the Town and others, develop the constructions plans and specifications. Complete the final construction cost estimate and bid form.
- Bidding phase services – Prepare the advertisement for bids, attend the pre-bid meeting, and respond to bidders' questions. Upon receipt of the bids, evaluate the responsive bids and prepare the bid tabulation. Submit the tabulation and bid award recommendation to the Town.

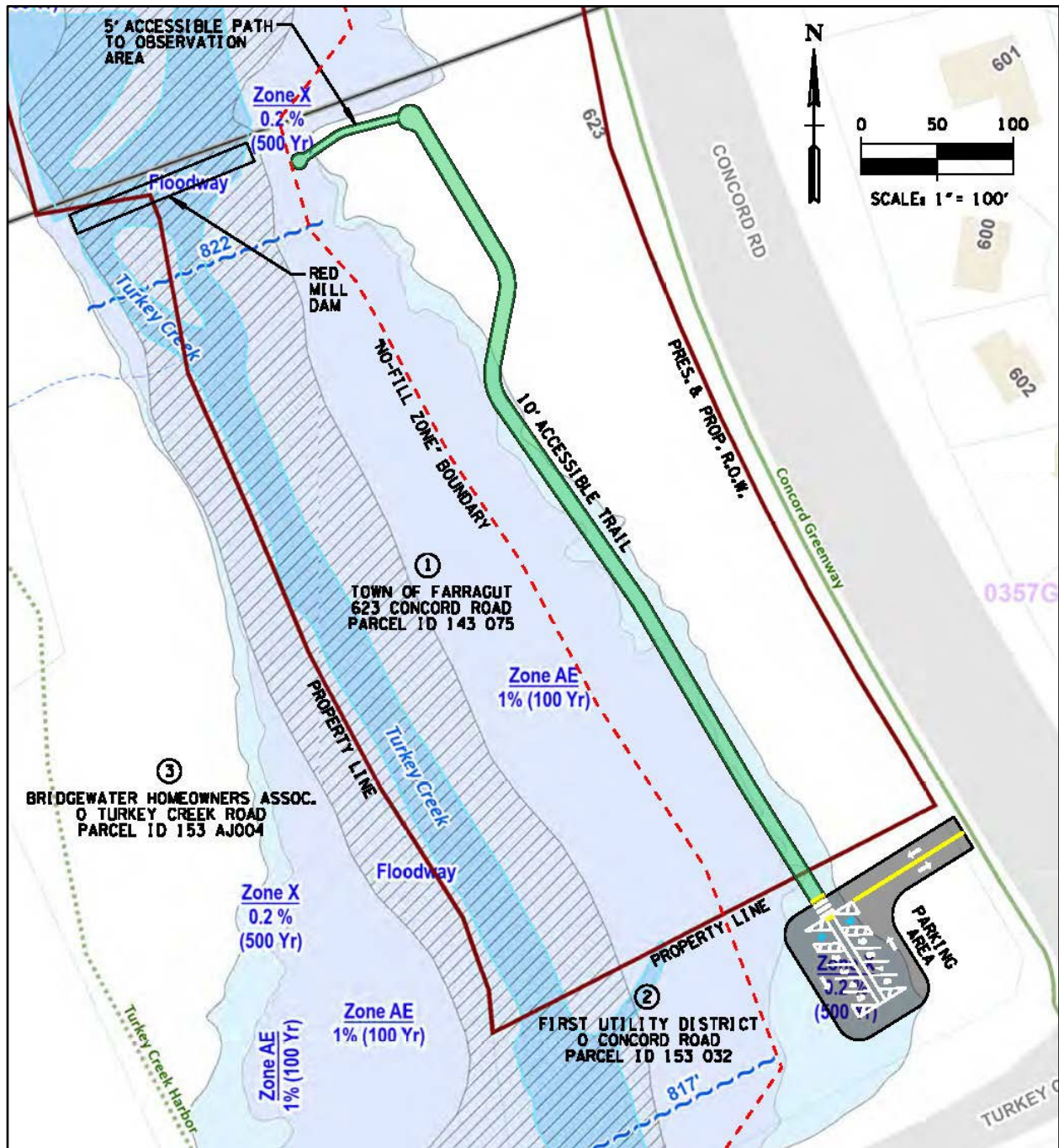


Figure 4 – Conceptual plan with revisions for parking on FUD property

- Revisions made to the original layout, in accordance with review comments from the Town.
- One review comment came from a Town official who had reached an agreement with FUD to construct a joint use parking lot on FUD property.
- The proposed parking lot has been relocated to the FUD property where there is an existing gravel driveway and parking area.

PROJECT SCHEDULE

Based on the proposed scope of work and the observations and assumptions noted in the Team Approach section, we believe the project schedule can be streamlined for a relatively quick delivery of construction documents.

The completion dates listed below assume receipt of the design notice to proceed on March 1, 2026.

<u>Task/Milestone</u>	<u>Completion Date</u>
Hold project kick-off meeting	March 2, 2026
Compile existing site data	March 6, 2026
Perform field survey and process data	March 13, 2026
Develop conceptual design	March 20, 2026
Hold design progress meeting #1	March 20, 2026 (Note 1)
Prepare Preliminary Plans	April 1, 2026
Hold design progress meeting #2	April 1, 2026
Address Town's review comments	April 15, 2026 (Note 2)
Distribute Right-of-Way Plans to utilities	April 15, 2026
Present plans to Farragut Planning Commission	April 16, 2026
Submit highway entrance permit application to TDOT	April 17, 2026
Present plans to Farragut Board of Mayor & Aldermen	April 23, 2026
Hold utilities coordination meeting	May 1, 2026 (Note 3)
Prepare construction documents	May 29, 2026
Advertise for bids	May 31, 2026
Award bid to contractor	July 3, 2026 (Note 4)
Start construction	July 5, 2026

Notes:

1. If a public design meeting is needed, it can be held the week after the first progress meeting.
2. Allows for a 1-week review period.
3. We anticipate that no relocation of utilities will be necessary.
4. Allows for a 3-week bidding process and BOMA approval on 06/25/26.



REFERENCES (3)



Client Contact:

City of Morristown
Larry Clark
Assistant City Administer
lclark@mymorristown
423.581.0100



Client Contact:

City of Johnson City
Jon Lane
Director, Water & Sewer Services Department
jlane@johnsoncitytn.org
423.434.6000



Client Contact:

Blount Partnership
Bryan Daniels
President
865.984.1386
BDaniels@blountpartnership.com



LDA Engineering along with TSW verifies that the firms are licensed and qualify to perform the requested services in the State of Tennessee. Below are copies of applicable licenses, registrations, and certifications for the personnel who will participate in the project.


14615391

State of Tennessee

**STATE BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
PROFESSIONAL ENGINEER
JASON CHRISTOPHER ELLIOTT**

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 112209
LIC STATUS: ACTIVE
EXPIRATION DATE: February 28, 2027



IN-1313
**DEPARTMENT OF
COMMERCE AND INSURANCE**

State of Tennessee

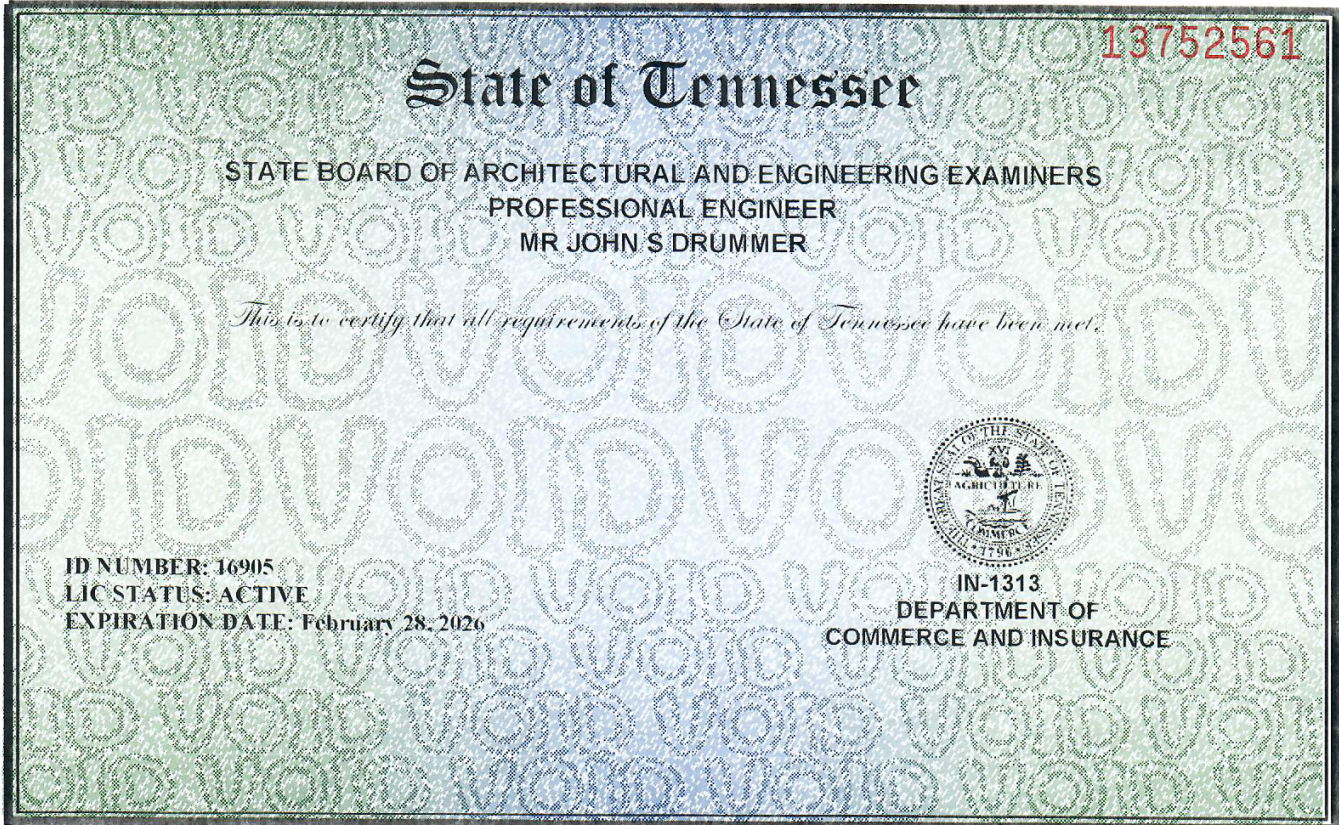
**STATE BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
PROFESSIONAL ENGINEER
MR. JAMES LEO ROEBUCK**

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 131727
LIC STATUS: ACTIVE
EXPIRATION DATE: December 31, 2027



IN-1313
**DEPARTMENT OF
COMMERCE AND INSURANCE**



Summary Adam Williamson Licensure - TSW

License	Status	Expiration Date
1273	Active	05/31/2027
Professional Landscape Architect		
A&E Landscape Architect		
Architects and Engineers		
Original Licensure Date		
05/05/2021		

Contact Information

Main Address
BROOKHAVEN, Georgia 30319
DeKalb, United States

DRUG-FREE WORKPLACE AFFIDAVIT

State of Tennessee, County of Knox

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

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

Further affiant saith not.

Paul Setto Principal
 Name of Officer Title of Officer

State of Tennessee, County of Knox

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

Witness my hand and seal at office this 11 day of January, 2020.

Brenna Gossett
 Notary Public

My commission expires: May 24, 2021





LDA ENGINEERING

January 6th, 2026

Town of Farragut
11408 Municipal Center Dr
2nd Floor
Farragut, TN 37772

Reference: RFQ No. 2026-19, Red Mill Dam Parking Lot and Trail Head Design Services

To Whom it May Concern,

TSW will be a subconsultant and provide Landscape Architecture services with LDA Engineering for the Red Mill Dam Parking Lot and Trail Head Services for the Town of Farragut. LDA and TSW have a strong working relationship and are excited for the opportunity to work with The Town of Farragut on this project.

Thank you,

Jason Elliott, PE
Principal Engineer
JElliott@LDAinc.com
865-202-4936

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal of Qualifications, the Proposer represents that the Proposer has examined copies of all the RFQ Documents and hereby acknowledges they have verified that the Proposer 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 Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposal submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer'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.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this RFQ Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, offer or Proposal 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 Proposer accepts the terms and conditions contained in the Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer 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: 2026-19 Red Mill Dam Parking Lot and Trail Head Design Services

Date: 1/6/21 Name of Proposer's Company: LDA Engineering

X Signature of Responsible Proposer: [Handwritten Signature]

Notary's Signature: [Handwritten Signature]

Notary Seal



NON-COLLUSION AFFIDAVIT

State of Tennessee

County of Blount

Jason Elliott, being first duly sworn, deposes and says that:

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

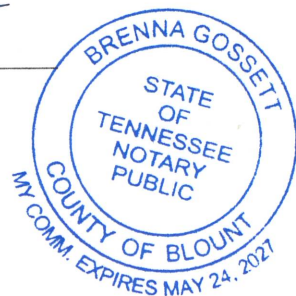
(Signed): [Signature]
Title: Principal

Notary: Brenna Gossett

Subscribed and sworn to before me this 6 day of January, 2020

Brenna Gossett
Business Manager
title

My commission expires: May 24, 2021




STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that LDA Engineering have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

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

X Signed: 
Notary: Brenna Gossett

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

Witness my hand and seal at office this 6 day of January, 2026.


Notary Public

My commission expires: May 24, 2027





STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	Lamar Dunn & Associates DBA as LDA Engineering
EDISON SUPPLIER IDENTIFICATION NUMBER:	

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

Currently, the list is available online at the following website:
<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html>

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

X CONTRACTOR SIGNATURE Jason Elliott

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

X PRINTED NAME AND TITLE OF SIGNATORY
Jason Elliott / Principal

Date: 1/6/26




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

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

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

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

<input checked="" type="checkbox"/> 	6, January 2016
Signature of Authorized Representative	Date
<input checked="" type="checkbox"/> Jason Elliott	865 - 202-4934 jelliott@ldainc.com
Printed Name	Phone Number / Email Address

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

110 Tyson Blvd
Suite 200
Alcoa, TN
37701



LDA ENGINEERING