



**Farragut Board of Mayor & Aldermen Meeting**  
Thursday, May 7, 2026 at **6:00 PM**

**SPECIAL CALLED MEETING**

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. April 9, 2026 Workshop
  - B. April 9, 2026 Board of Mayor and Aldermen Meeting
  - C. April 23, 2026 Workshop
  - D. April 23, 2026 Board of Mayor and Alderman Minutes
- IV. Mayor's Report
- V. Ordinances & Resolutions
  - A. Ordinances
    1. First Reading
      - a. Ordinance 26-09, an ordinance on first reading to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 4. General Provisions and Exceptions, Section VIII. - Farragut Municipal Flood Damage Prevention Regulations, Section C. General Provisions., 2. *Basis for Establishing the Areas of Special Flood Hazard*, to update the referenced Community Panel Numbers for 0243G and 0244G, to reference the LOMR effecting these panel numbers and that became effective February 10, 2026
- VI. Business Items

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

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

- A. Reappointment to the Visual Resources Review Board
- B. Approval of Professional Services Agreement with Tunnell-Spangler & Associates (TSW) for professional services to completely update the Town's existing Comprehensive Land Use Plan (CLUP) that was adopted in December of 2012.
- C. Approval of Contract 2026-24, South Monticello Road Culvert Replacement.
- D. Approval of Request from First Utility District for Easements on Town-owned Property at 11700 Campbell Lakes Drive
- E. Approval of Supplement Request 2 from Urban Engineering, Inc. for Additional Design Services for Sonja Drive/Admiral Road Sidewalk Project

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  
Workshop Meeting**

Farragut Town Hall  
11408 Municipal Center Drive  
Thursday, April 9, 2026 at 5:00 PM

**MINUTES**

**I. Roll Call**

Town Administrator David Smoak called the workshop to order at 5:00 PM. Roll Call for attendance: Alderman Burnette, Alderman Cain, Mayor Williams, Alderman LaCroix, Vice-Mayor Meyer; in addition to staff and members of the press.

**II. Business Items**

**A. Review of Program Changes**

Town Administrator David Smoak reviewed the Program Changes for FY2027.

**B. Review of Fee Schedule**

Town Administrator David Smoak reviewed the Fee Schedule for FY2027.

**III. Adjournment**

The Workshop adjourned at 5:30pm.

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Ron Williams, Mayor

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Town Recorder



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

Farragut Town Hall  
11408 Municipal Center Drive  
Thursday, April 9, 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: Vice-Mayor Meyer, Alderman LaCroix, Alderman Burnette, Alderman Cain, Mayor Williams; in addition to staff and members of the press.

**II. Approval of Agenda**

Motion was made to approve the Agenda for the April 9, 2026, Board of Mayor and Aldermen meeting. Moved by Alderman Burnette, seconded by Alderman LaCroix; voting yes, Vice-Mayor Meyer, Alderman LaCroix, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

**III. Approval of Minutes**

**A. March 26, 2026 Board of Mayor and Aldermen Workshop Meeting Minutes**

Motion was made to approve March 26, 2026, Workshop Meeting Minutes. Moved by Alderman Burnette, seconded by Alderman LaCroix; voting yes, Vice-Mayor Meyer, Alderman LaCroix, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

**B. March 26, 2026 Board of Mayor and Aldermen Meeting Minutes**

Motion was made to approve March 26, 2026, Board of Mayor and Aldermen Meeting Minutes. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Vice-Mayor Meyer, Alderman LaCroix, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

**IV. Mayor's Report**

Mayor Williams thanked everyone for the successful Arbor Day event and the grand opening at the new Publix in Farragut. Mayor Williams requested that Town Administrator David Smoak contact MTAS to discuss the need to study the Knox County Sheriff's responsibilities in Farragut. Vice Mayor Meyer, Alderman Burnette, Alderman Cain, and Alderman LaCroix all agreed with requesting MTAS assistance.

Alderman Burnette recognized the tremendous success of the recent Publix grand opening.

Alderman Cain shared that his family came into town and enjoyed seeing the new illuminated street signs. He is looking forward to the wayfinding installation.

Alderman Lacroix will move his office hours to the Farragut Community Center beginning on June 10, 2026. Alderman LaCroix requested that the Board of Mayor and Aldermen schedule a future workshop to discuss the Town's communication plan. Town Administrator David Smoak will work to get this scheduled.

## V. Ordinances & Resolutions

### A. Ordinances

#### 1. First Reading

- a. Approval of Ordinance 26-07, an Ordinance of the Town of Farragut, Tennessee on First Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10

Motion was made to Approve Ordinance 26-07, an ordinance of the Town of Farragut, Tennessee on First Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Vice-Mayor Meyer, Alderman LaCroix, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

### B. Resolutions

#### 1. Approval of Resolution R-26-07, Town Recorder

Motion was made to Approve Resolution R-26-07, Appointment of Town Recorder. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Vice-Mayor Meyer, Alderman LaCroix, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

## VI. Business Items

- A. Approval of Contract with CDM Smith, Inc. for Construction Engineering and Inspection Services for Union Road Improvements.

Motion was made to the approve the contract with CDM Smith, Inc. for Construction Engineering and Inspection Services for Union Road Improvements. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Vice-Mayor Meyer, Alderman LaCroix, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

- B. Approval of Contract with Butler Appraisal Group, LLC for Appraisal Review Services for Virtue Road/Boyd Station Road Project.

Motion was made to approve Contract with Butler Appraisal Group, LLC for

Appraisal Review Services for Virtue Road/Boyd Station Road Project. Moved by Alderman Burnette, seconded by Alderman LaCroix; voting yes, Vice-Mayor Meyer, Alderman LaCroix, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

- C. Request for approval of the Forget Me Not 5K and 10K on April 18, 2026 starting and finishing at the Village Green Shopping Center and involving streets within the Village Green Subdivision (Troy Andrew Degges, Applicant)

Motion was made to approve the Forget Me Not 5K and 10K on April 18, 2026, starting and finishing at the Village Green Shopping Center and involving streets within Village Green Subdivision. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Vice-Mayor Meyer, Alderman LaCroix, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

- D. Approval of Second Amendment to Response Agreement for Fire, Emergency and Environmental/Hazardous Materials between Rural/Metro Fire Department, Incorporated and the Town of Farragut

Motion was made to approve Second Amendment to Response Agreement for Fire, Emergency and Environmental/Hazardous Materials between Rural/Metro Fire Department, Incorporated and the Town of Farragut. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Vice-Mayor Meyer, Alderman LaCroix, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

#### VII. Citizens Forum

#### VIII. Town Administrator's Report

Town Administrator David Smoak did not have a report.

#### IX. Town Attorney's Report

Town Attorney Tom Hale did not have a report.

#### X. Adjournment

Meeting adjourned at 6:40pm

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Ron Williams, Mayor

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Town Recorder



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

Farragut Town Hall  
11408 Municipal Center Drive  
Thursday, April 23, 2026 at 5:00 PM

**MINUTES**

**I. Roll Call**

Town Administrator David Smoak called the workshop to order at 5:00 PM. Roll Call for attendance: Alderman Burnette, Alderman Cain, Mayor Williams, Alderman LaCroix, Vice-Mayor Meyer; in addition to staff and members of the press.

**II. Business Items**

**A. Review of Financial Policies for FY2026-2027**

Town Administrator David Smoak welcomed everyone to the workshop. Finance Director Tessa Cortes and Administrative Services Director Michelle Pence reviewed the financial policies for FY2026-2027.

**III. Adjournment**

The Workshop adjourned at 5:30 PM.

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Ron Williams, Mayor

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Hailey Russell, Town Recorder



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

Farragut Town Hall  
11408 Municipal Center Drive  
Thursday, April 23, 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: Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; in addition to staff and members of the press.

**II. Approval of Agenda**

Town Administrator David Smoak notified the Board that there was a clerical error in the Farragut Press public notice for the April 23, 2026, meeting that stated the meeting tonight was for the April 9, 2026, Board meeting. Town Administrator Smoak requested the Board select a new date for a special called Board meeting to discuss the items on the agenda for the April 23, 2026, Board meeting. Board of Mayor and Aldermen selected Thursday, May 7, 2026, at 6:00pm as the date for the special called Board meeting. Moved by Mayor Williams, seconded by Alderman Cain; voting yes, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

Mayor Williams then initiated the discussion concerning Alderman Cain's letter to the editor of the Farragut Press that was published in its April 15, 2026, edition regarding the April 9, 2026, Board of Mayor and Aldermen Workshop discussion of the FY2027 budget proposal for an Economic Development Coordinator.

Alderman Cain responded that he believes the Farragut Business Alliance and Farragut West Knox Chamber of Commerce handle the duties described for the Economic Development Coordinator position.

Alderman LaCroix addressed Alderman Cain's decision to address his concerns in the Farragut Press and stressed the importance of discussing these matters in a publicly noticed forum to prevent any confusion and division in our community.

Alderman Burnette agreed with Alderman LaCroix and further stated he does not believe this is a crossover issue between this position and the two aforementioned organizations.

Vice-Mayor Meyer feels like there has been a need for an economic development

position in the Town.

Town Administrator David Smoak indicated the money is in the proposed budget for FY2027 but that there would need to be further discussion regarding the job description for this position if the Board wanted to amend the functionality of the position.

III. Citizens Forum

Dian Hall, 668 Brochard Boulevard

IV. Town Administrator's Report

Town Administrator David Smoak did not have a report.

V. Town Attorney's Report

Town Attorney Tom Hale did not have a report.

VI. Adjournment

Meeting adjourned at 6:53pm.

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Ron Williams, Mayor

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Hailey Russell, Town Recorder

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Mark Shipley, Community Development Director

**Subject:** Ordinance 26-09, an ordinance on first reading to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 4. General Provisions and Exceptions, Section VIII. - Farragut Municipal Flood Damage Prevention Regulations, Section C. General Provisions., 2. *Basis for Establishing the Areas of Special Flood Hazard*, to update the referenced Community Panel Numbers for 0243G and 0244G, to reference the LOMR effecting these panel numbers and that became effective February 10, 2026

**Introduction & Background:** Chapter 4 of the Town's Zoning Ordinance includes the Town's Flood Damage Prevention Regulations. As part of these regulations, there are flood insurance rate maps that identify and differentiate special flood hazard areas and other areas of flood hazard. For reference purposes, these maps are listed in the Flood Damage Prevention Regulations. As maps are updated, the regulations must also be updated to account for those map amendments.

**Discussion & Recommendations:** The purpose of Ordinance 26-09, which is included in the packet, is to acknowledge that Community Panel Numbers 0243G and 0244G were amended per the Letter of Map Revision (LOMR) that became effective on February 10, 2026 and which is included in the packet. The section that is being amended in the Flood Damage Prevention Regulations references the applicable Flood Insurance Rate Maps (FIRM) and all supporting technical data that establish and govern the areas of special flood hazard in the Town.

When this was presented to the Planning Commission for their recommendation, the staff explained that these map amendments are not unique or unusual and are not derived by the Town. These amendments reflect a substantial amount of analysis by engineers that specialize in hydrology and then those studies are submitted to FEMA where engineers that specialize in hydrology review the information presented. This is frequently a back and forth process and can take years from start to finish. When ultimately accepted and approved by FEMA, the amended maps are highly accurate and provide for the maximum protection from flooding issues.

At their meeting on March 19, 2026, the Planning Commission unanimously recommended approval of Ordinance 26-07 (which is now Ordinance 26-09). The staff recommends approval of Ordinance 26-09 on first reading.

**Recommended By:** Mark Shipley, Community Development Director for approval.

**Proposed Motion:** Motion to approve Ordinance 26-09 on first reading.



**RESOLUTION PC-26-03**

**FARRAGUT MUNICIPAL PLANNING COMMISSION**

**AN 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 4. GENERAL PROVISIONS AND EXCEPTIONS, SECTION VIII. - FARRAGUT MUNICIPAL FLOOD DAMAGE PREVENTION REGULATIONS, SECTION C. GENERAL PROVISIONS., *2. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD*, TO UPDATE THE REFERENCED COMMUNITY PANEL NUMBERS FOR 0243G AND 0244G, TO ACKNOWLEDGE THE LOMR EFFECTING THESE PANEL NUMBERS AND THAT BECAME EFFECTIVE FEBRUARY 10, 2026**

**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 March 19, 2026;

**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 26-07 (now referenced as Ordinance 26-09).

ADOPTED this 19<sup>th</sup> day of March 2026.

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Ron Pinchok, Chairman

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Shannon Preston, Secretary

**ORDINANCE:** Ordinance 26-07 (Updated to Ordinance 26-09)  
**PREPARED BY:** Shipley  
**REQUESTED BY:** Staff  
**CERTIFIED BY FMPC:** March 19, 2026  
**PUBLIC HEARING:** \_\_\_\_\_  
**PUBLISHED IN:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**1ST READING:** \_\_\_\_\_  
**2ND READING:** \_\_\_\_\_  
**PUBLISHED IN:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**AN ORDINANCE TO AMEND THE FARRAGUT CODE OF ORDINANCES, APPENDIX A - ZONING, CHAPTER 4. GENERAL PROVISIONS AND EXCEPTIONS, SECTION VIII. - FARRAGUT MUNICIPAL FLOOD DAMAGE PREVENTION REGULATIONS, SECTION C. GENERAL PROVISIONS., 2. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, TO UPDATE THE REFERENCED COMMUNITY PANEL NUMBERS FOR 0243G AND 0244G, TO REFERENCE THE LOMR EFFECTING THESE PANEL NUMBERS AND THAT BECAME EFFECTIVE FEBRUARY 10, 2026**

**WHEREAS**, the Tennessee Code Annotated, Sections 13-7-201 through 13-7-210, has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

**WHEREAS**, the Board of Mayor and Aldermen of the Town of Farragut have adopted Flood Damage Prevention Regulations as part of its participation in the National Flood Insurance Program and, as part of these regulations, have referenced the corresponding Flood Insurance Rate Maps (FIRM) that establish the areas of special flood hazard,

**WHEREAS**, the Flood Insurance Rate Maps may from time to time be amended, including through Letter of Map Revision (LOMR) processes approved by the Federal Emergency Management Agency (FEMA),

**WHEARAS**, on February 10, 2026, a LOMR was officially approved by FEMA that amended the FIRM maps affecting Community Panel Numbers 0243G and 0244G,

**WHEREAS**, to reference these updates in the Flood Damage Prevention Regulations, the Board of Mayor and Aldermen wish to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 4. General Provisions and Exceptions, Section VIII. - Farragut Municipal Flood Damage Prevention Regulations, Section C. General Provisions., 2. *Basis for Establishing the Areas of Special Flood Hazard*, as follows:

**SECTION 1.**

2. *Basis for Establishing the Areas of Special Flood Hazard.* The Areas of Special Flood Hazard identified for the Town of Farragut, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Number(s) 47093C—0238F, 0239F, 0352F, 0356F, and 0360F dated, May 2, 2007, and Community Panel Number(s) 47093C—0241G, 0242G, 0243G, 0244G, and 0357G, dated August 5, 2013, **and for Panel Numbers 0243G and 0244G, as updated to reflect the Letter of Map Revision (LOMR) effective February 10, 2026,** along with all supporting technical data, are adopted by reference and declared to be a part of this ordinance.

**SECTION 2.**

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

\_\_\_\_\_  
Ron Williams, Mayor

\_\_\_\_\_  
Hailey Russell, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this \_\_\_\_ day of \_\_\_\_\_, 2026, with approval recommended.

\_\_\_\_\_  
Ron Pinchok, Chairman

\_\_\_\_\_  
Shannon Preston, Secretary

**FARRAGUT MUNICIPAL PLANNING COMMISSION**

# EXISTING LANGUAGE WITH CHANGES SHOWN

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structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

*Substantially improved existing manufactured home parks or subdivisions* is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

*Variance* is a grant of relief from the requirements of this ordinance.

*Violation* means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

*Water surface elevation* means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

## C. *General Provisions.*

1. *Application.* This ordinance shall apply to all areas within the incorporated area of the Town of Farragut, Tennessee.
2. *Basis for Establishing the Areas of Special Flood Hazard.* The Areas of Special Flood Hazard identified for the Town of Farragut, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Number(s) 47093C—0238F, 0239F, 0352F, 0356F, and 0360F dated, May 2, 2007, and Community Panel Number(s) 47093C—0241G, 0242G, 0243G, 0244G, and 0357G, Dated August 5, 2013, **and for Panel Numbers 0243G and 0244G, as updated to reflect the Letter of Map Revision (LOMR) effective February 10, 2026**, along with all supporting technical data, are adopted by reference and declared to be a part of this ordinance.
3. *Requirement for Development Permit.* A development permit shall be required in conformity with this ordinance prior to the commencement of any development activities.
4. *Compliance.* No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.
5. *Abrogation and Greater Restrictions.* This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.
6. *Interpretation.* In the interpretation and application of this ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.
7. *Warning and Disclaimer of Liability.* The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Farragut, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.
8. *Penalties for Violation.* Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of



# Federal Emergency Management Agency

Washington, D.C. 20472

## LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	Town of Farragut Knox County Tennessee	BRIDGE FILL	1D HYDRAULIC ANALYSIS FLOODWAY UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.: 470387		
IDENTIFIER	Farragut Town Center at Biddle Farms	APPROXIMATE LATITUDE AND LONGITUDE: 35.879, -84.153 SOURCE: Other DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM*	NO.: 47093C0243G DATE: August 5, 2013	DATE OF EFFECTIVE FLOOD INSURANCE STUDY: August 5, 2013	
TYPE: FIRM	NO.: 47093C0244G DATE: August 5, 2013	PROFILES: 124P, 196-197P FLOODWAY DATA TABLE: 14	

Enclosures reflect changes to flooding sources affected by this revision.

\* FIRM - Flood Insurance Rate Map

### FLOODING SOURCES AND REVISED REACHES

Turkey Creek - From the downstream side of South Campbell Station Road to approximately 280 feet upstream of West End Avenue.

North Fork Turkey Creek - from the downstream side of South Campbell Station Road to approximately 830 feet upstream of South Campbell Station Road.

### SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Turkey Creek	BFEs*	BFEs	YES	YES
	Floodway	Floodway	YES	YES
	Zone AE	Zone AE	YES	YES
	Zone X (shaded)	Zone X (shaded)	YES	YES
	Zone A	Zone AE	YES	YES
	Zone A	Zone X (unshaded)	YES	YES
North Fork Turkey Creek	BFEs	BFEs	YES	YES
	Floodway	Floodway	YES	YES
	Zone AE	Zone AE	YES	YES
	Zone X (shaded)	Zone X (shaded)	YES	YES

\* BFEs - Base (1-percent-annual-chance) Flood Elevations

### DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

David N. Bascom, Acting Director  
Engineering and Modeling Division  
Risk Analysis, Planning and Information Directorate



# Federal Emergency Management Agency

Washington, D.C. 20472

## LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

### COMMUNITY INFORMATION

#### APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

#### COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance (base) flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

David N. Bascom, Acting Director  
Engineering and Modeling Division  
Risk Analysis, Planning and Information Directorate



# Federal Emergency Management Agency

Washington, D.C. 20472

## LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This revision has met our criteria for removing an area from the 1-percent-annual-chance (base) floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation (BFE).

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Jacky Bell  
Director, Mitigation Division  
Federal Emergency Management Agency, Region IV  
Rhodes Building, 3005 Chamblee Tucker Road  
Atlanta, GA 30341  
(770) 220-5406

### STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panels and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

A handwritten signature in black ink that reads "David N. Bascom".

David N. Bascom, Acting Director  
Engineering and Modeling Division  
Risk Analysis, Planning and Information Directorate



Federal Emergency Management Agency  
Washington, D.C. 20472

**LETTER OF MAP REVISION  
DETERMINATION DOCUMENT (CONTINUED)**

**PUBLIC NOTIFICATION OF REVISION**

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at [https://www.floodmaps.fema.gov/fhm/bfe\\_status/bfe\\_main.asp](https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp)

LOCAL NEWSPAPER

Name: *Knoxville News Sentinel*

Dates: October 6, 2025 and October 13, 2025

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

A handwritten signature in cursive script that reads "David N. Bascom".

David N. Bascom, Acting Director  
Engineering and Modeling Division  
Risk Analysis, Planning and Information Directorate

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS SECTION	DISTANCE	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
North Fork Beaver Creek								
A	497 <sup>1</sup>	160	861	1.9	1,018.0	1,014.5 <sup>3</sup>	1,015.1	0.6
B	1,357 <sup>1</sup>	145	564	3.0	1,018.0	1,016.3 <sup>3</sup>	1,017.0	0.7
C	2,946 <sup>1</sup>	165	515	2.7	1,020.6	1,020.6	1,021.3	0.7
D	3,720 <sup>1</sup>	120	326	4.0	1,025.3	1,025.3	1,025.8	0.5
E	4,214 <sup>1</sup>	55	221	5.9	1,029.6	1,029.6	1,030.5	0.9
F	5,569 <sup>1</sup>	70	247	4.8	1,040.3	1,040.3	1,040.7	0.4
G	5,904 <sup>1</sup>	75	245	4.8	1,041.5	1,041.5	1,042.2	0.7
H	6,661 <sup>1</sup>	65	234	4.6	1,046.8	1,046.8	1,047.7	0.9
I	8,469 <sup>1</sup>	60	139	4.9	1,065.4	1,065.4	1,065.7	0.3
J	9,169 <sup>1</sup>	27	100	6.8	1,072.6	1,072.6	1,073.0	0.4
K	10,725 <sup>1</sup>	35	123	3.6	1,095.7	1,095.7	1,096.7	1.0
North Fork Turkey Creek								
A	340 <sup>2</sup>	40	384	3.7	843.7	843.7	844.4	0.7
B	2,564 <sup>2</sup>	110	237	5.6	859.8	859.8	860.7	0.9
C	4,764 <sup>2</sup>	100	407	3.0	877.7	877.7	878.4	0.7
D	5,754 <sup>2</sup>	53	173	7.0	883.9	883.9	883.9	0.0
E	3,640 <sup>2</sup>	65	267	6.3	870.1	870.1	870.1	0.0
F	8,518 <sup>2</sup>	40	156	6.0	914.1	914.1	915.1	1.0
G	9,436 <sup>2</sup>	40	206	4.5	924.1	924.1	924.8	0.7
H	10,972 <sup>2</sup>	20	81	8.0	930.7	930.7	931.7	1.0
I	13,663 <sup>2</sup>	30	258	2.0	944.4	944.4	945.4	1.0



REVISED DATA

<sup>1</sup>Feet above confluence with Beaver Creek

<sup>2</sup>Feet above confluence with Turkey Creek

<sup>3</sup>Elevation computed without consideration of backwater effects from Beaver Creek

TABLE 14

FEDERAL EMERGENCY MANAGEMENT AGENCY

KNOX COUNTY, TN  
AND INCORPORATED AREAS

FLOODWAY DATA

REVISED TO  
REFLECT LOMR  
EFFECTIVE: February 10, 2026

NORTH FORK BEAVER CREEK – NORTH FORK TURKEY CREEK

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS SECTION	DISTANCE	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
Turkey Creek								
A	6,864 <sup>1</sup>	300	1,457	2.4	815.7	807.1 <sup>3</sup>	807.1	0.0
B	9,049 <sup>1</sup>	100	653	5.2	826.6	826.6	826.6	0.0
C	9,894 <sup>1</sup>	50	470	5.4	845.6	845.6	846.2	0.4
D	10,759 <sup>1</sup>	135	796	3.2	847.7	847.7	848.7	0.0
E	11,660 <sup>1</sup>	74	611	4.7	853.2	853.2	854.2	1.0
F	12,805 <sup>1</sup>	176	654	4.3	859.0	859.0	859.3	0.3
G	14,024 <sup>1</sup>	145	856	3.3	871.0	871.0	871.6	0.6
H	15,895 <sup>1</sup>	220	854	2.8	878.2	878.2	879.0	0.2
I	18,325 <sup>1</sup>	204	1,458	1.6	885.0	885.0	886.0	0.0
J	18,885 <sup>1</sup>	218	1,143	2.0	885.5	885.5	886.5	0.0
K	21,873 <sup>1</sup>	120	680	3.2	895.8	895.8	896.7	0.1
L	22,713 <sup>1</sup>	350	1,668	1.3	897.4	897.4	898.3	0.1
M	23,908 <sup>1</sup>	140	862	2.1	898.6	898.6	899.6	0.1
N	24,993 <sup>1</sup>	130	1,232	1.4	901.3	901.3	902.3	0.5
O	31,110 <sup>1</sup>	40	153	4.8	920.8	920.8	921.8	0.0
P	32,730 <sup>1</sup>	36	163	4.3	930.3	930.3	931.0	0.4
Q	33,396 <sup>1</sup>	50	138	4.7	935.0	935.0	935.3	0.3
R	34,210 <sup>1</sup>	62	125	3.8	942.4	942.4	942.8	0.4
S	34,714 <sup>1</sup>	44	134	3.6	947.4	947.4	948.3	0.9
T	35,514 <sup>1</sup>	26	85	5.7	953.8	953.8	954.6	0.8
West Hills Tributary								
A	1,061 <sup>2</sup>	65	315	5.4	904.7	901.9 <sup>4</sup>	902.8	0.9
B	2,536 <sup>2</sup>	54	282	5.5	908.8	908.8	909.8	1.0
C	3,578 <sup>2</sup>	120	469	2.7	916.5	916.5	917.5	1.0
D	4,448 <sup>2</sup>	65	214	2.6	921.4	921.4	922.4	1.0
E	5,278 <sup>2</sup>	36	103	5.1	927.7	927.7	928.4	0.7
F	5,623 <sup>2</sup>	36	128	4.1	930.8	930.8	931.7	0.9

<sup>1</sup>Feet above confluence with Tennessee River

<sup>2</sup>Feet above confluence with Ten Mile Creek

<sup>3</sup>Elevation computed without consideration of backwater effects from Tennessee River

<sup>4</sup>Elevation computed without consideration of backwater effects from Ten Mile Creek

REVISED DATA

TABLE 14

FEDERAL EMERGENCY MANAGEMENT AGENCY

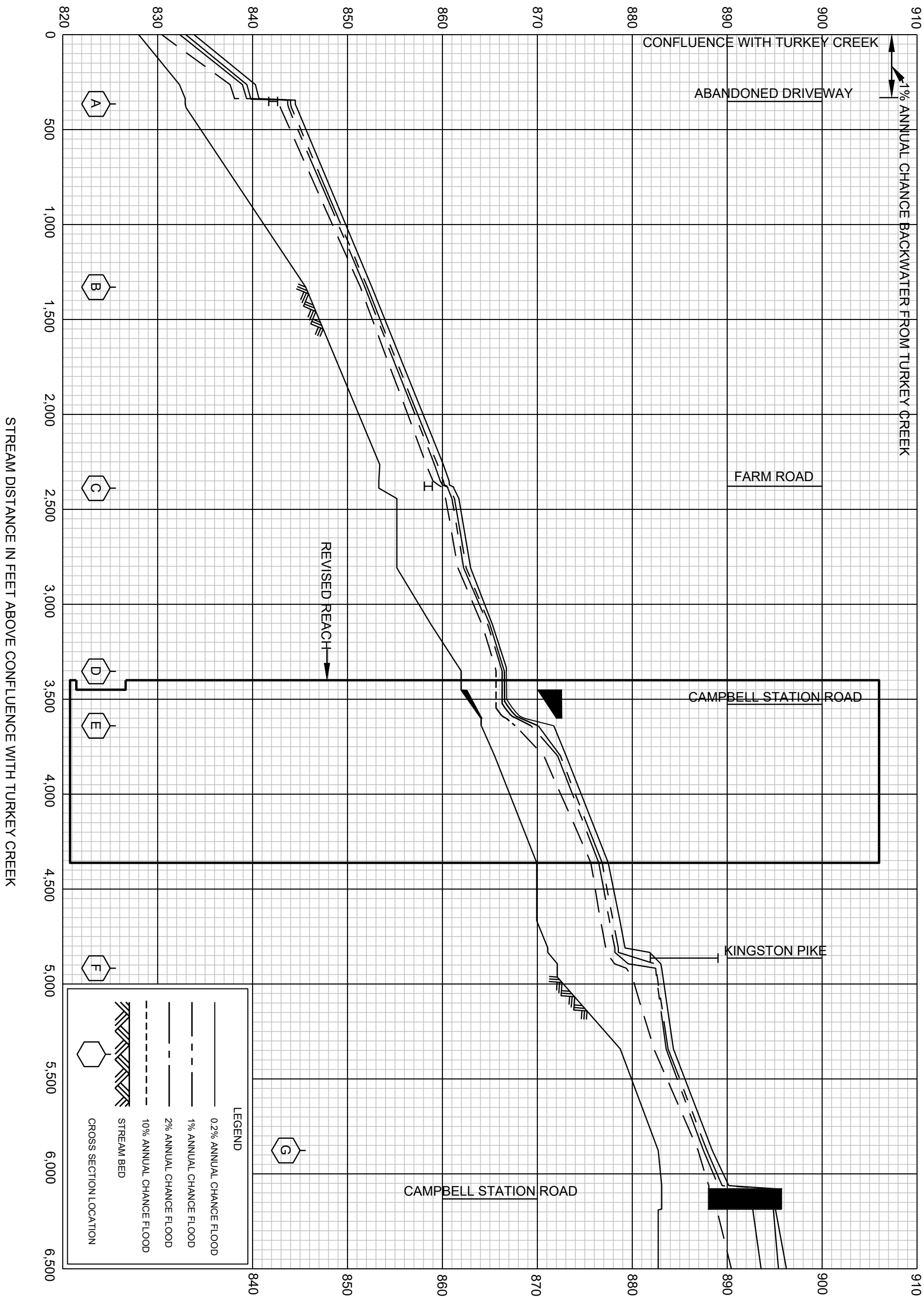
**KNOX COUNTY, TN  
AND INCORPORATED AREAS**

**FLOODWAY DATA**

REVISED TO  
REFLECT LOMR  
EFFECTIVE: February 10, 2026

**TURKEY CREEK – WEST HILLS TRIBUTARY**

ELEVATION IN FEET (NAVD 88)



FEDERAL EMERGENCY MANAGEMENT AGENCY

KNOX COUNTY, TN  
AND INCORPORATED AREAS

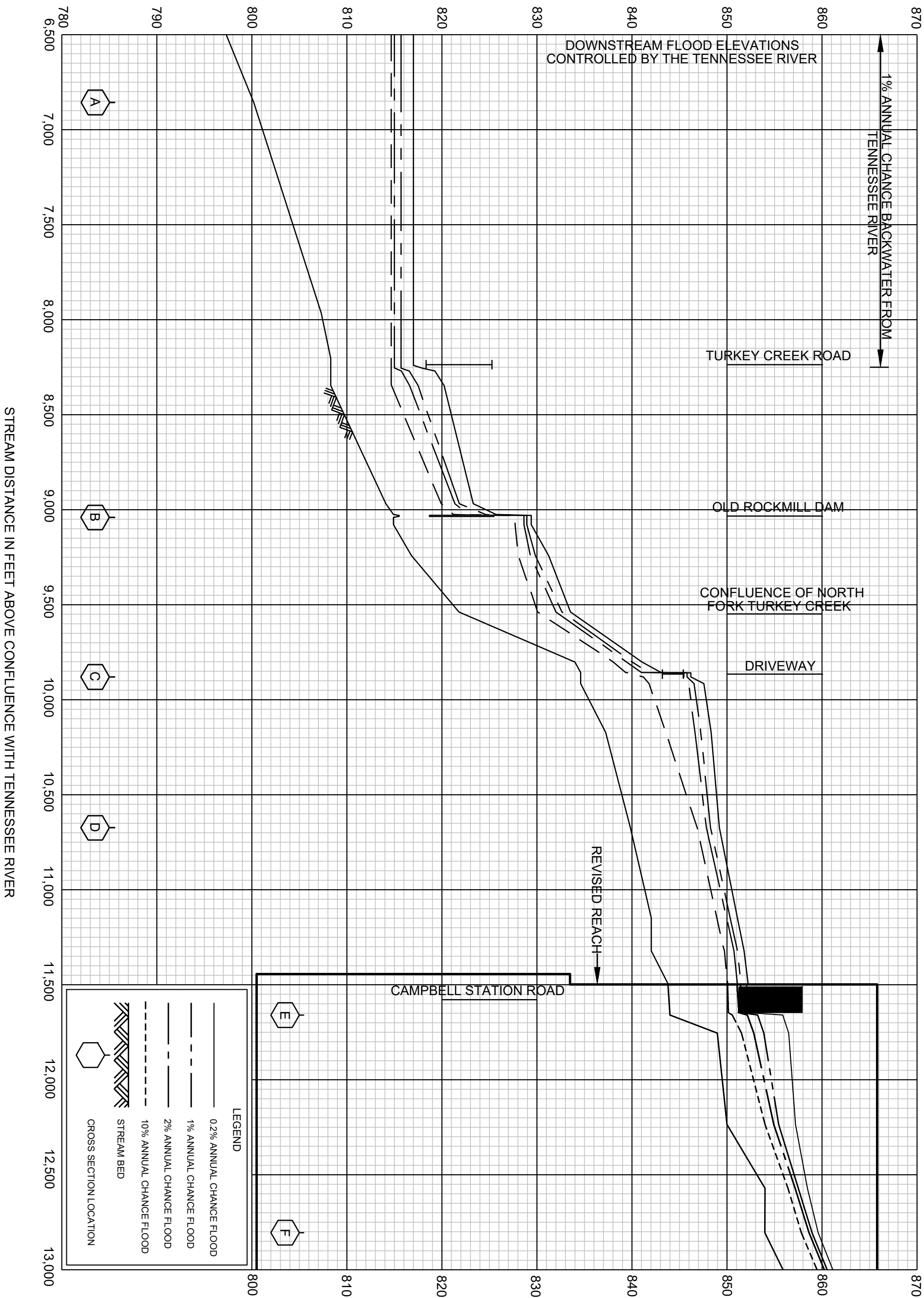
FLOOD PROFILES

REVISED TO  
REFLECT LOMR  
EFFECTIVE: February 10, 2026

NORTH FORK TURKEY CREEK

124P

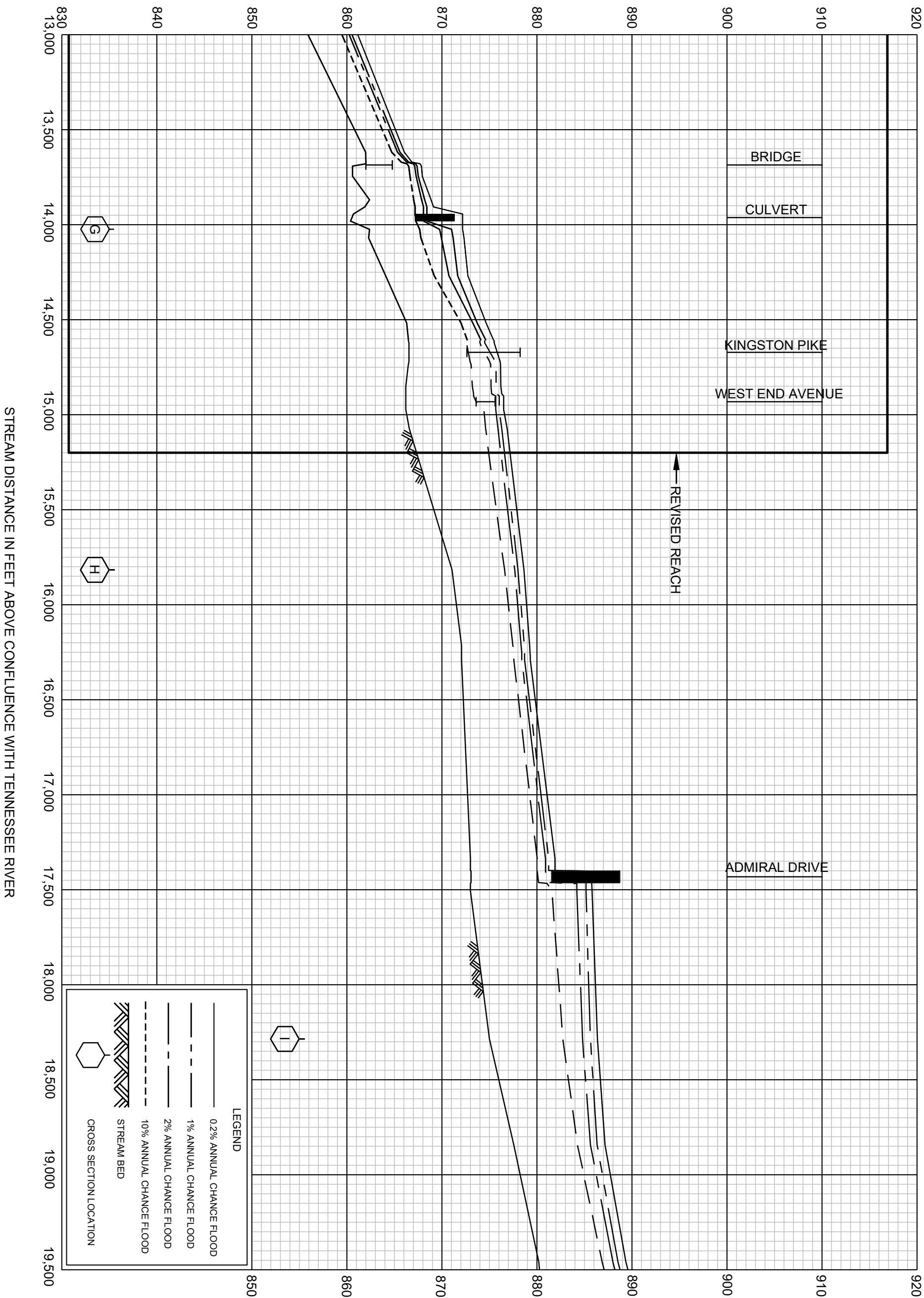
ELEVATION IN FEET (NAVD 88)



**LEGEND**

- 0.2% ANNUAL CHANCE FLOOD
- - - 1% ANNUAL CHANCE FLOOD
- - - 2% ANNUAL CHANCE FLOOD
- - - 10% ANNUAL CHANCE FLOOD
- STREAM BED
- CROSS SECTION LOCATION

ELEVATION IN FEET (NAVD 88)



STREAM DISTANCE IN FEET ABOVE CONFLUENCE WITH TENNESSEE RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY

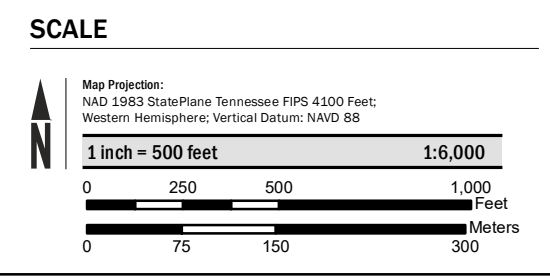
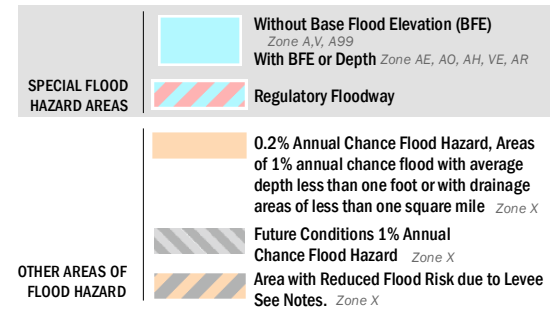
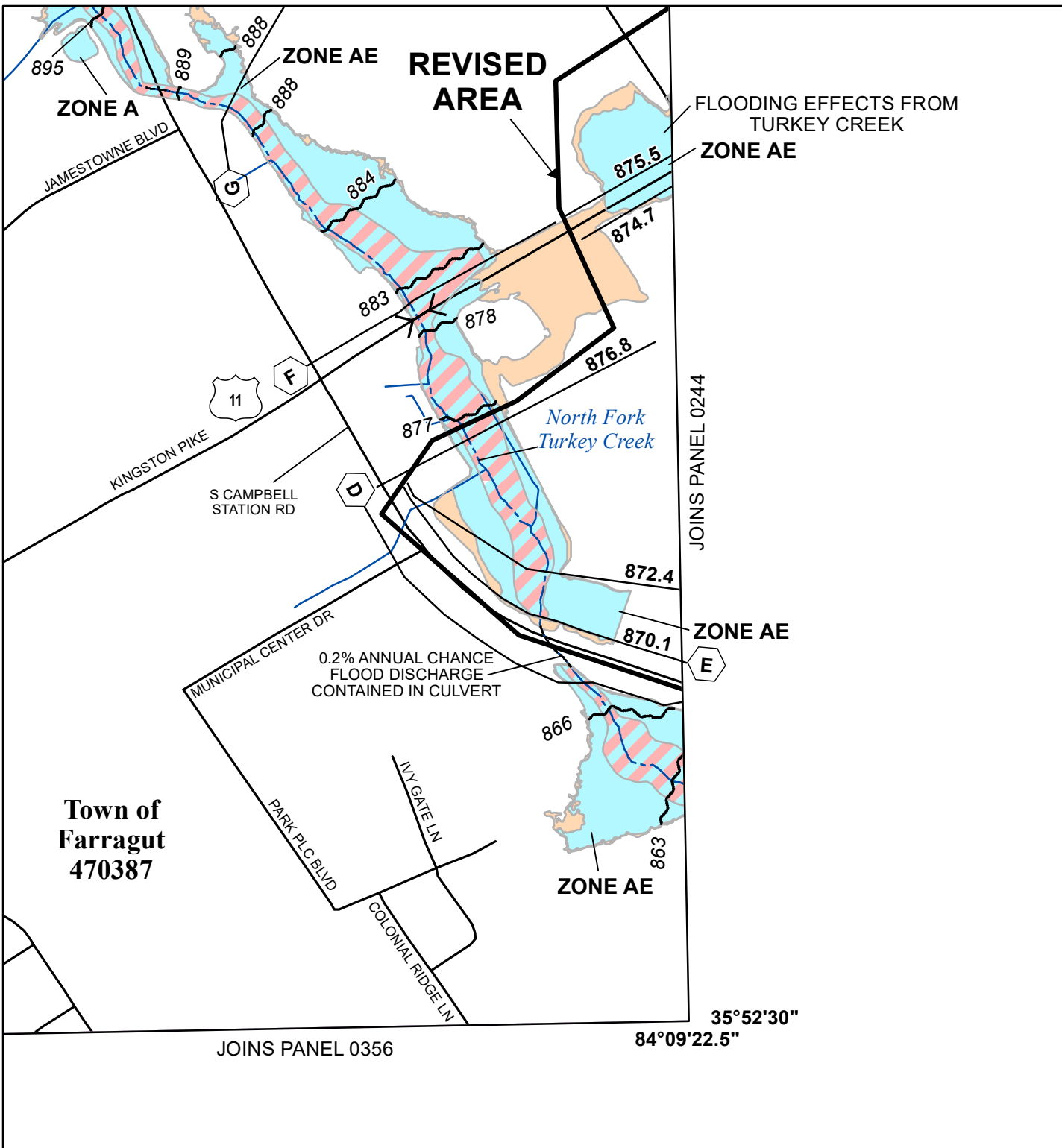
KNOX COUNTY, TN  
AND INCORPORATED AREAS

FLOOD PROFILES

REVISED TO  
REFLECT LOMR  
EFFECTIVE: February 10, 2026

TURKEY CREEK

197P



**FEMA**

**National Flood Insurance Program**

**NATIONAL FLOOD INSURANCE PROGRAM**  
FLOOD INSURANCE RATE MAP

**KNOX COUNTY, TENNESSEE**  
and Incorporated Areas

**PANEL 243 OF 430**

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
KNOXVILLE, CITY OF	475434	0243	G
KNOX COUNTY	475433	0243	G
FARRAGUT, TOWN OF	470387	0243	G

**REVISED TO REFLECT LOMR**  
**EFFECTIVE: February 10, 2026**

**VERSION NUMBER**  
2.1.3.0

**MAP NUMBER**  
47093C0243G

**MAP REVISED**  
AUGUST 5, 2013

**SPECIAL FLOOD HAZARD AREAS**

- Without Base Flood Elevation (BFE)  
Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

**OTHER AREAS OF FLOOD HAZARD**

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee See Notes. Zone X

**SCALE**

Map Projection:  
NAD 1983 StatePlane Tennessee FIPS 4100 Feet;  
Western Hemisphere; Vertical Datum: NAVD 88

1 inch = 500 feet 1:6,000

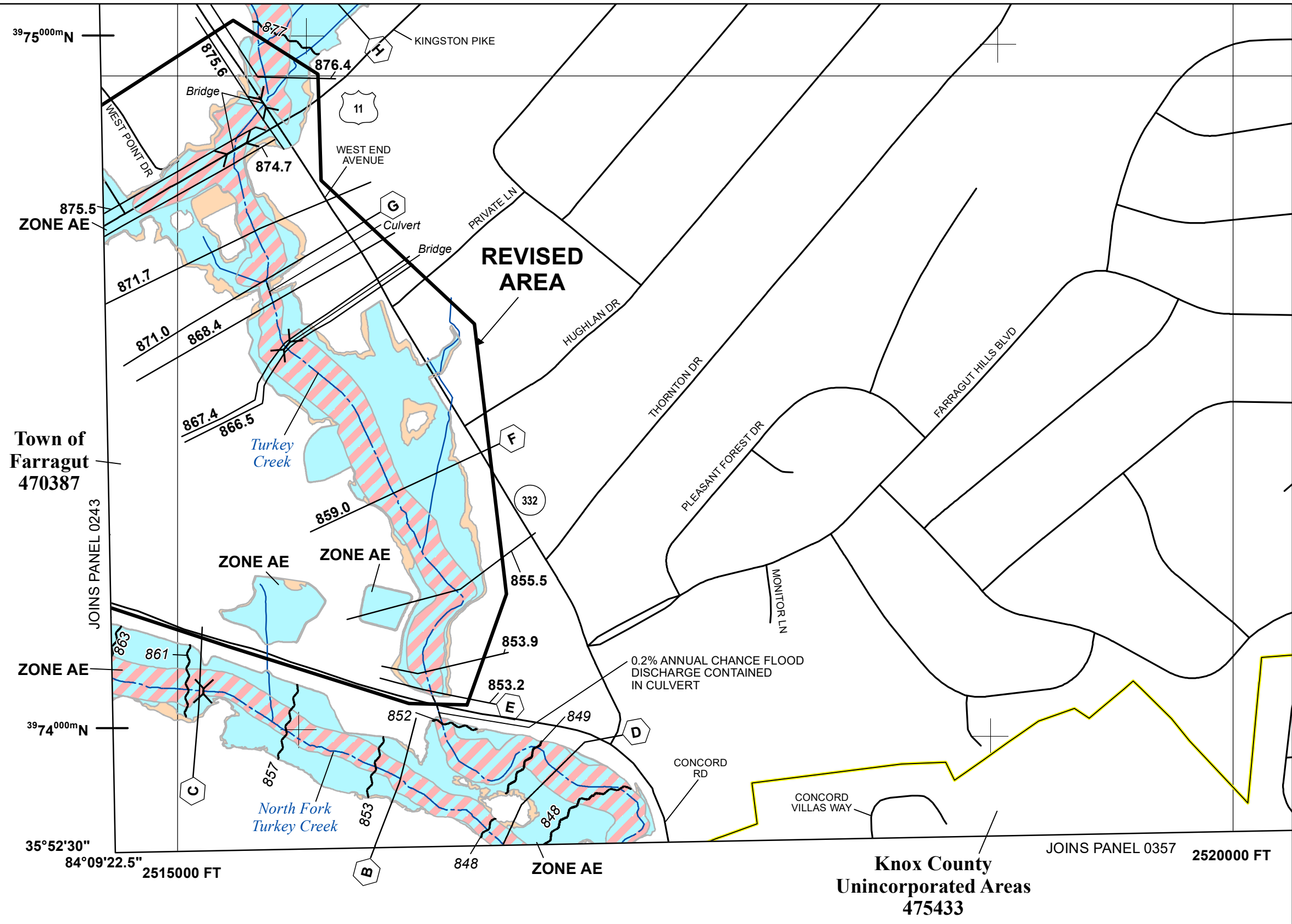
**FEMA**  
National Flood Insurance Program  
NATIONAL FLOOD INSURANCE PROGRAM  
FLOOD INSURANCE RATE MAP  
KNOX COUNTY, TENNESSEE  
and Incorporated Areas  
PANEL 244 OF 430

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
KNOXVILLE, CITY OF	475434	0244	G
KNOX COUNTY	475433	0244	G
FARRAGUT, TOWN OF	470387	0244	G

REVISED TO REFLECT LOMR  
EFFECTIVE: February 10, 2026

VERSION NUMBER  
2.1.3.0  
MAP NUMBER  
47093C0244G  
MAP REVISED  
AUGUST 5, 2013



## Old Flood Plain Biddle Farm Area

 Town Limit


### USA Flood Hazard Layer

 0.2% Annual Chance Flood Hazard

 1% Annual Chance Flood Hazard

 Regulatory Floodway

**Reflects Floodplain  
Location Prior to LOMR  
Approved by FEMA on  
February 10, 2026**

0 225 450 900  
  
US Feet



1:5,400

Map Prepared: 3/26/2026




# Flood Plain Biddle Farm Area

 Town Limit

## Flood Hazard Zones

 1% Annual Chance Flood Hazard

 Regulatory Floodway

 0.2% Annual Chance Flood Hazard

**Reflects Floodplain  
Location from LOMR  
Approved by FEMA on  
February 10, 2026**



0 225 450 900  
US Feet



1:5,400

Map Prepared: 3/26/2026

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Bart Hose, Assistant Community Development Director

**Subject:** Reappointment to the Visual Resources Review Board

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**Introduction & Background:** The purpose of this agenda item is to consider the reappointment of Ms. Brittany Moore to the Visual Resources Review Board.

**Discussion & Recommendations:** Ms. Brittany Moore is requesting a reappointment to the Visual Resources Review Board (VRRB) following three absences in the current fiscal year. Her email to the Town requesting reappointment by the Board of Mayor and Alderman is included in the Board's packet. Ms. Moore is a long-serving member of the VRRB and her absences were reasonable and understandable given the circumstances.

**Recommended By:** Bart Hose, Assistant Community Development Director for approval.

**Proposed Motion:** Motion to reappoint Ms. Moore to the Visual Resources Review Board for the remainder of her unexpired term (June 2026).

**Bart Hose**

---

**From:** Moore, Brittany [REDACTED]  
**Sent:** Monday, April 6, 2026 3:24 PM  
**To:** Bart Hose  
**Cc:** Mark Shipley  
**Subject:** VRRB Board Reappointment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Bart,

Please see my letter requesting reappointment to the VRRB below and let me know if you need anything additional.

---

Dear Board of Mayor and Alderman,

I am writing to formally request my reinstatement to the Visual Resources Review Board. Unfortunately, I have missed three meetings - One in July 2025, one in January 2026, and one in March 2026. Each absence occurred due to circumstances beyond my control: in July, I was away on a family vacation; in January, I was stranded in NYC because of a major snowstorm; and in March, I had a family emergency.

I truly enjoy contributing to the Visual Resources Review Board and am committed to participating actively moving forward. I appreciate your consideration of my request and look forward to continuing my involvement.

Thank you,  
Brittany Moore

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Mark Shipley, Community Development Director

**Subject:** Approval of Professional Services Agreement with Tunnell-Spangler & Associates (TSW) for professional services to completely update the Town's existing Comprehensive Land Use Plan (CLUP) that was adopted in December of 2012.

**Introduction & Background:** The purpose of this item is to approve a Professional Services Agreement with Tunnell-Spangler & Associates (TSW) for the complete update of the Town's existing Comprehensive Land Use Plan (CLUP) that was adopted in December of 2012.

The CLUP Update of 2012 has served the Town well and specifically included eight key strategies developed from community input that the Town was to prioritize through implementation measures to be applied through the year 2025. Since 2012, the Town has actively used the CLUP to make numerous updates to its regulations that have helped address the strategies identified in the CLUP. Some of the accomplishments include:

Strategy 1. Bring About a Downtown. The Town Center land use portion of the Town has been transformed from a series of abandoned buildings to high quality new and re-development. The Farragut Town Center at Biddle Farms project, in particular, was completed recently and has helped create a “downtown” project with a mixture of uses and significant public spaces.

Strategy 2. Repair Aging Shopping Centers. Through code enforcement provisions and incentivizing re-development, some aging shopping centers were either completely remodeled or removed for new development.

Strategy 3. Encourage Greater Housing Choice. Through updates to the Town’s residential zoning districts and the Planned Development District, more variety of housing has been created in the Town so that there are options for a mixture of age groups and demographics.

Strategy 4. Increase Connectivity. Changes were made to the Subdivision Regulations and Access Ordinance to require connectivity. This has helped provide more transportation options to help reduce congestion and improve safety. Most developments are now required to have at least more than one way in and out of the development.

Strategy 5. Capitalize on Our Heritage. The Town purchased and completely restored a pre-civil war home that is in the heart of the Town Center and provides small venue space and office space for the Town’s Tourism Department. On the same property, a pocket park has been created for smaller community events. The Town has also actively

marketed its heritage through its Folklife Museum in the Town Hall and with wayfinding and interpretive kiosks along shared use paths.

Strategy 6. Expand Our Borders. Though the Town did annex a property at the request of the property owner, the Tennessee Code has significantly limited the ability for municipalities to annex. This is unlikely to change at least in the foreseeable future.

Strategy 7. Enhance Our Identity (Natural and Built). In addition to notable improvements in the Town Center portion of Farragut, the Town has updated ordinances to require a high degree of more timeless materials on the façade of new buildings. There has also been a focus on incorporating streetscaping into the design of all developments. The Town is currently implementing a wayfinding program that will be initially applied to the Town Center and major entrances to the Town to help enhance the identity of the Town and its Town Center area.

Strategy 8. Plan for the Remaining Vacant Parcels. The updates to Town regulations noted in some of the other strategies have helped to create high quality developments on the parcels that have been developed since the 2012 CLUP update. Moving forward, this will be a major focus of the next Comprehensive Land Use Plan.

In addition to working on the strategies identified in the CLUP, since the summer of 2017, the Town staff has worked with a steering committee (CLUP Steering Committee) that was established to evaluate different priority areas to determine if any updates were needed to the Future Land Use Map and/or regulatory provisions based on changing conditions or community desires. Consistent with its past, the Town relies heavily on planning and visioning and has used its CLUP to guide new and/or updated ordinances, the development of the Capital Investment Plan, and as a tool for evaluating rezoning requests. The CLUP Steering Committee has worked with the community to update four priority areas (Watt Road, Outlet Drive/Snyder Road, Southwest portion of McFee Road, and Kingston Pike/Smith Road/Boring Road).

Given its historical importance, when the Mixed Use Town Center priority area was to be evaluated, the Town hired a consultant (TSW) to work with the community on developing a vision for what they would want to see as it further develops and re-develops. In early 2025, the Town approved, by resolution, the Mixed Use Town Center Vision Plan. This plan is a smaller scale version of what TSW will be doing with the CLUP update.

As the Town continues to approach a build out of its vacant tracts, the next comprehensive plan will be critical in terms of providing guidance on what the community would like to see. With limited undeveloped land, another component of the next comprehensive plan will be a focus on infill and re-development. The next comprehensive plan will also need to thoroughly examine the transportation network in the Town and determine how to improve efficiency, particularly through its built environment. Key to all of this will be a program for robust community engagement guided by an outside entity.

**Discussion & Recommendations:**

As part of the Request for Qualifications (RFQ) process, the staff reviewed submittals from four different firms. TSW was selected based on their demonstrated ability to update comprehensive plans and their use of graphics and easy-to-follow illustrations. TSW also has a proven record of obtaining significant community input and has team members with substantial experience in transportation planning, which will be critical for this CLUP update.

**Account Number: 110-41700-2540**

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$150,000	\$139,585	\$0	\$10,415

**Approved By: Tessa Cortes**

**Recommended By:**

Mark Shipley, Community Development Director for approval.

**Proposed Motion:**

To approve the Professional Services Agreement with TSW to completely update the Town's existing CLUP in the amount of \$139,585.

**TOWN OF FARRAGUT**  
**PROFESSIONAL SERVICES AGREEMENT**

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

Project: Town of Farragut Comprehensive Land Use Plan

Location: Farragut, TN

Description of Project: This project will involve a complete update of the Town’s existing Comprehensive Land Use Plan (CLUP) that was adopted in December of 2012.

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

See **Attachment A (RFP Bid Documents, Addendums)** to this Agreement for a description of Basic Services.

2. **Compensation.** Total payments for all services rendered under this agreement shall not exceed one hundred thirty-nine thousand five hundred eighty-five dollars (\$139,585.00), inclusive of all labor, materials, equipment, travel, overhead, and incidental expenses, unless otherwise authorized in writing by the Town.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen. 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 Community Development Director 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 Community Development Director 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 Community Development Director 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 Community Development Director 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. All insurance required by this agreement, except the contractor's Workers Compensation and Professional Liability policies, shall contain or be endorsed to contain a provision that includes Client, its officials, officers, and employees as additional insured 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 limits expressly required in section .11, 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 the extent arising from a negligent act or omission of the contractor, 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 Contact 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:**

**CONTRACTOR:**

Town of Farragut

TSW

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Town of Farragut Comprehensive Land Use Plan Update



**SUBMITTED BY:**

TSW  
**Beverly Bell, Chattanooga Office Lead**  
1100 Market Street, Suite 600  
Chattanooga, TN 37402  
Direct: 423.551.9614  
Email: [bbell@tsw-design.com](mailto:bbell@tsw-design.com)  
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TSW TEAM SUBMITTAL:

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March 16, 2026



**Town of Farragut**  
11408 Municipal Center Drive  
2nd Floor  
Farragut, TN 37934

Dear Selection Committee:

On behalf of **TSW**, it is our pleasure to submit the enclosed proposal to the Town of Farragut to work with and assist Town staff, stakeholders, elected officials, and the community in the update of your Comprehensive Land Use Plan. The **TSW Team** has been assembled to bring expertise in comprehensive plan development, community engagement, placemaking, land use planning, economics, and transportation services. The team will be managed by TSW, which will guide overall land use planning, transportation strategies, community engagement, and project management. Also included on our team is **Arnett Muldrow** for economic assessment and redevelopment strategies.

**The TSW Team has a deep understanding of Town of Farragut's unique context.** Having worked with the Town of Farragut and the community on the recent Mixed Use Town Center Vision Plan, we understand that the town is entering an important phase in its growth, as much of its remaining vacant land approaches buildout. The next Comprehensive Plan provides an opportunity to guide the community's future by focusing on thoughtful infill and redevelopment while preserving the high quality of life valued by residents. The plan will also examine Farragut's transportation network and built environment to identify ways to improve mobility and connectivity. Through a robust community engagement process, the plan will establish a clear vision for land use and development that will guide the Town toward its long-term goals for Farragut 2040.

**The TSW Team has extensive experience with comprehensive planning.** The TSW Team's approach is integrated, linking land use, transportation, economic opportunity, sustainability, and community character into a unified vision for future growth and development. We will focus on redevelopment and infill opportunities, transportation and mobility, parks and community amenities, and other components into a cohesive framework that emphasizes action-oriented strategies and achievable results.

**TSW relies on a robust public engagement process.** Public engagement will be a cornerstone of our process. We will design an inclusive and tailored outreach program that meaningfully involves residents, business owners, Boards and Commissions, and Town staff in shaping a shared vision. In addition to gathering critical input, our process will highlight creative strategies to generate excitement and ownership of the plan among diverse community members.

After reviewing the enclosed materials, we hope you will agree that the TSW Team's previous experience with comprehensive planning efforts and dedication to your community makes us ideally suited to work again with the Town of Farragut. Please do not hesitate to contact me if you have any questions or need additional team information. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Williamson".

Adam Williamson, Principal

A handwritten signature in black ink, appearing to read "Beverly Bell".

Beverly Bell, Associate, Chattanooga Office Director

Direct: 470.751.2366  
Email: [awilliamson@tsw-design.com](mailto:awilliamson@tsw-design.com)

Direct: 423.551.9614  
Email: [bbell@tsw-design.com](mailto:bbell@tsw-design.com)

**PLANNERS • ARCHITECTS • LANDSCAPE ARCHITECTS**  
1447 Peachtree Street NE, Suite 850 • Atlanta, GA 30309  
100 Market Street, Suite 600 • Chattanooga, TN 37402

SECTION A:

# TSW Team Experience & Staffing

## TSW Team Introduction

**TSW** will lead the Comprehensive Plan development process and focus on overall land use planning, transportation strategies, community engagement, and project management. Also included on our team is **Arnett Muldrow** for economic assessment and redevelopment strategies.

## TSW

TSW, founded in 1990, is a full-service planning, architecture, and landscape architecture focusing on extraordinary plans and designs for communities, buildings, and public spaces. TSW has offices across the Southeast, including Atlanta, Georgia (headquarters); Tulsa, Oklahoma; Chattanooga, Tennessee; and Lexington, Kentucky. With approximately 45 full-time employees across all offices, our small 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 designs 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 placemaking, including outreach, visioning, coding, public and private planning, architecture, and streetscape design, and are gratified to see many of our projects move from concept to completion in a range of diverse locations throughout the Southeast.

As a multidisciplinary firm of planners and designers, TSW offers our clients the cumulative experience of our diverse studios' knowledge and skillsets, which results in a unique, holistic approach to planning and design. We believe in creating context-sensitive, livable, and sustainable communities, and incorporating our real-world knowledge of environmental issues, user experience, development and retail economics, and feasibility into every project design. In addition, our commitment to creating meaningful public engagement allows us to incorporate the aspirations of community stakeholders and build on local and/or regional identity.

TSW's personnel (several of whom work in multiple studios) include:

- 23 planners (14 with AICP accreditation)
- 6 transportation planners
- 12 registered landscape architects
- 8 landscape designers
- 5 registered architects
- 7 project architect designers
- 8 LEED Accredited Professionals
- 3 administrative employees

## TSW Contact Information

### **Beverly Bell, Chattanooga Office Lead**

1100 Market Street, Suite 600  
Chattanooga, TN 37402  
Direct: 423.551.9614  
Email: [bbell@tsw-design.com](mailto:bbell@tsw-design.com)

### **Adam Williamson, Principal**

1447 Peachtree Street NE, Suite 850  
Atlanta, GA 30309  
Direct: 470.751.2366  
Email: [awilliamson@tsw-design.com](mailto:awilliamson@tsw-design.com)

Web: [www.tsw-design.com](http://www.tsw-design.com)



**2025 TSW Retreat**

## SECTION A: TSW TEAM EXPERIENCE & STAFFING

### Arnett Muldrow

At Arnett Muldrow, we are committed to making better communities. Based in Greenville, South Carolina, Arnett Muldrow was created in 2002 to help communities that want to rebuild their aging downtown, reinvigorate their urban neighborhoods, and create economic development opportunities. Our team of professionals has worked in over 550 communities in 40 states and 5 countries. We are a four-person firm that focuses on client service. We work very closely with our clients to define the planning issues for their communities. Whether our solutions focus on an economic development strategy, retail market research, urban design, or historic preservation – we craft a custom process for each community built around economic solutions and plan that get implemented.

#### Arnett Muldrow Contact Information

**Aaron Arnett, Principal**

316 W. Stone Avenue

Greenville, SC 29609

Main: 864.233.0950

Email: aaron@arnettmuldrow.com

Web: www.arnettmuldrow.com

## TSW Team Key Personnel & Organizational Chart

### TSW TEAM PROJECT MANAGEMENT:

**Principal-in-Charge:** Adam Williamson

**Project Manager:** Beverly Bell

#### COMMUNITY ENGAGEMENT

Beverly Bell  
Adam Williamson  
Bert Kuyrkendall  
Kayla Payne  
Brandon Sutton



#### COMPREHENSIVE PLAN ELEMENTS

Adam Williamson  
Beverly Bell  
Kayla Payne  
Support Staff

#### MARKET ANALYSIS + HOUSING

Aaron Arnett  
Adam Williamson  
Beverly Bell

#### TRANSPORTATION + MOBILITY

Bert Kuyrkendall  
Safae Hammer  
Brandon Sutton

#### DELIVERABLES

Beverly Bell  
Adam Williamson  
Bert Kuyrkendall  
Support Staff

## SECTION A: TSW TEAM EXPERIENCE & STAFFING

### TSW Relevant Experience Overview

TSW focuses on designing sustainable, healthy, and vibrant communities through a public engagement process that involves educating, listening, envisioning, and testing. TSW works closely with municipalities to develop comprehensive plans and downtown, activity center, and corridor studies that protect historic resources, encourage compatible infill development, complement surrounding neighborhoods, and are community-supported, while focusing on market conditions and transportation impacts. Our experience means we are familiar with the breadth of issues important to communities and understand the tools available to make them more livable places. The matrix shows a list of recent/current experience along with skills/task categories that are relevant to this effort. **Section D. provides highlighted project descriptions and references.**

	Comprehensive Planning Process	Urban Planning / Small Area Design	Research & Analysis	Code Revisions / Recommendations	Feasible Recommendations	Action / Implementation Strategy	Creative Placemaking	Sustainability Recommendations	Community Education	Visioning Graphics
Braselton (GA) Comprehensive Plan Update & UDC	■	■	■	■	■	■	■	■	■	■
Chamblee (GA) Comprehensive Plan	■	■	■	■	■	■	■	■	■	■
Cherokee County (NC) Comprehensive Plan	■	■	■	■	■	■	■	■	■	■
Clarkston (GA) LCI & Comprehensive Plan	■	■	■	■	■	■	■	■	■	■
Dallas (GA) Livable Centers Initiative Study	■	■	■	■	■	■	■	■	■	■
Decatur (GA) Strategic Plan, LCI & Comprehensive Plan	■	■	■	■	■	■	■	■	■	■
Evans (GA) Town Center Urban Design Plan	■	■	■	■	■	■	■	■	■	■
Farragut (TN) Town Center Plan Visioning Plan	■	■	■	■	■	■	■	■	■	■
Gainesville (GA) Comprehensive Plan Update	■	■	■	■	■	■	■	■	■	■
Goose Creek (SC) Comprehensive Plan	■	■	■	■	■	■	■	■	■	■
Graham County (NC) Comprehensive Plan	■	■	■	■	■	■	■	■	■	■
Gwinnett (GA) Unified Plan	■	■	■	■	■	■	■	■	■	■
Hall County Forward (GA) Comprehensive Plan Update	■	■	■	■	■	■	■	■	■	■
Johns Creek (GA) Comprehensive Plan	■	■	■	■	■	■	■	■	■	■
Kenner (LA) Rivertown and Esplanade Mall Plan Small Area Studies	■	■	■	■	■	■	■	■	■	■
Kingsport (TN) Downtown Master Plan	■	■	■	■	■	■	■	■	■	■
Maryville (TN) Downtown Master Plan	■	■	■	■	■	■	■	■	■	■
Milton (GA) Comprehensive Plan	■	■	■	■	■	■	■	■	■	■
Milton/Crabapple (GA) Placemaking Plan	■	■	■	■	■	■	■	■	■	■
North Little Rock (AR) Downtown District Plan	■	■	■	■	■	■	■	■	■	■
Pawhuska (OK) Comprehensive Plan	■	■	■	■	■	■	■	■	■	■
Pigeon Forge (TN) Comprehensive Plan	■	■	■	■	■	■	■	■	■	■
Red Bank (TN) Comprehensive Plan and Small Area Study	■	■	■	■	■	■	■	■	■	■
Rome-Floyd (GA) Comprehensive Plan	■	■	■	■	■	■	■	■	■	■

## SECTION A: TSW TEAM EXPERIENCE & STAFFING

# What Sets the TSW Team Apart

## 1 We Are Comprehensive Plan Experts

Our comprehensive plan experience is the most extensive of any firm in Southeast. In the past ten years, we **have either led or played a major role on comprehensive planning teams for more than 40 communities.** These communities range from the very large, like City of Atlanta and Gwinnett County in Georgia to small cities, such as Red Bank, Tennessee, and Pawhuska, Oklahoma.

Our comprehensive planning efforts have been recognized at the state and national level for our planning process and community engagement efforts. Recent awards include American Planning Association (APA) Daniel Burnham Award for a Comprehensive Plan for the Gwinnett County 2045 Unified Plan; APA Excellence in Sustainability - Quality of Life Award for the Gwinnett County 2045 Unified Plan; Georgia Planning Association Outstanding Public Involvement Award for Plan A: Atlanta's Comprehensive Development Plan; APA Oklahoma Chapter Outstanding Plan Award for City of Collinsville Comprehensive Plan; and APA Oklahoma Chapter Outstanding Project Award for Fair Oaks Comprehensive Plan.



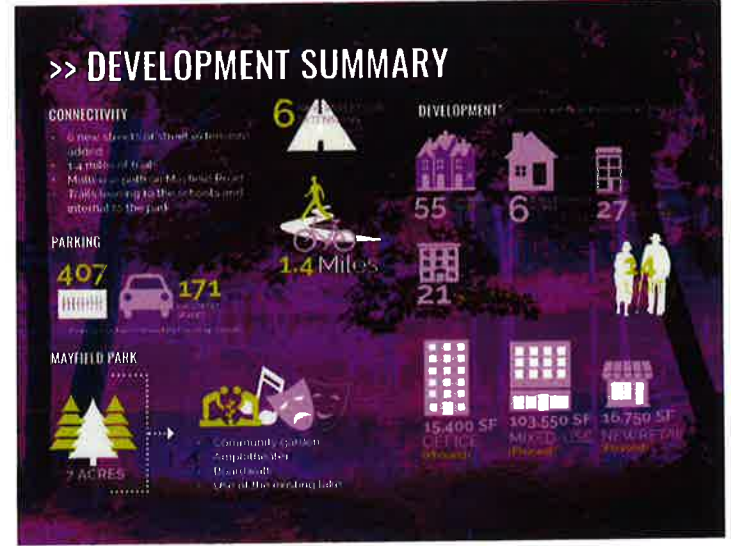
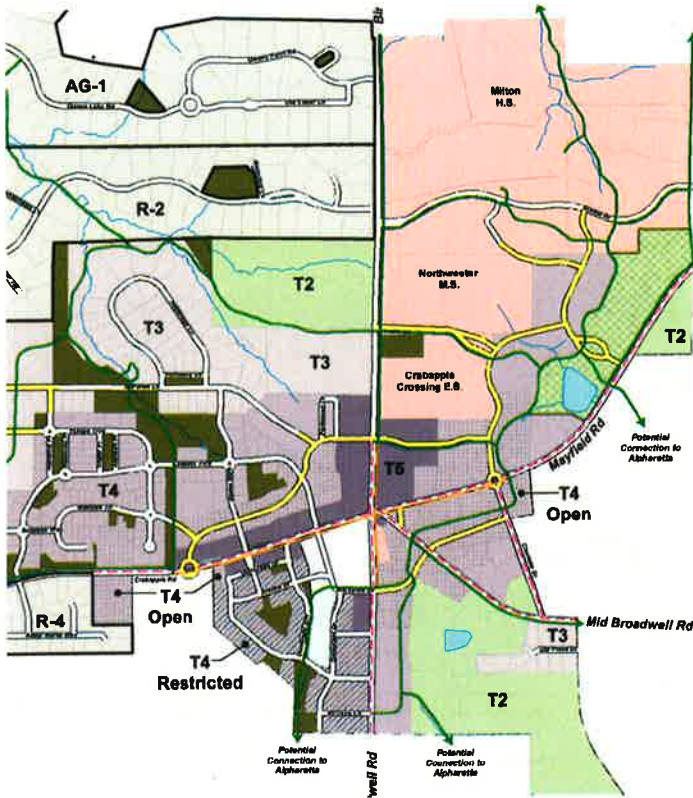
### HOW DOES IT ALL FIT TOGETHER?



SECTION A: TSW TEAM EXPERIENCE & STAFFING

## 2 We Are More Than Policy Planners: We Are Code-Writers, Designers, and Market Analysts

TSW has a robust team of in-house planners with a variety of expertise. Our planners not only know comprehensive plans and how to develop long-range growth policy, we are also skilled zoning code-writers and urban designers. Having these services in-house help us ensure that the policies we are recommending can not only be implemented through strong coding, but also make sense from a physical design perspective. Our team members at Arnett Muldrow add the important perspective of economic development, bridging the gap between public policy and the demands of the private market.



## SECTION A: TSW TEAM EXPERIENCE & STAFFING

### 3 We Go the Extra Mile in Creating Fun, Meaningful Opportunities for Engagement

Engaging the community is critical to comprehensive planning, but getting people engaged in high-level, long-range planning can be a difficult task. Our team has spent the last year developing innovative activities and approaches that are not only fun and creative, but net high-quality feedback and buy-in.

#### A Year Without Dots

Over the years, dot stickers have become more and more common as an easy-to-use tool for getting public feedback. But are they really the best tool for the job? And do they provide the most meaningful feedback? From August 2024 to August 2025, the TSW Planning Studio staff pledged to go a full year without using dots, in an effort to keep engagement fresh, fun, and—most of all—enriching for community members. By refraining from using dots, TSW was able to design creative engagement methods that have resulted in rewarding dialogues with community members and some of our strongest plans to date. The experiment was such a success that the team, although not tied to a pledge, plans to continue this through 2026 and beyond.



## SECTION A: TSW TEAM EXPERIENCE & STAFFING



### Adam Williamson, PLA, PLA, LEED AP

Role: Principal-in-Charge / Planner / Landscape Architect

Adam, a Principal at TSW with over 25 years of experience, is a planner and landscape architect who specializes in planning and revitalization of activity centers, commercial districts, and corridors. He has worked on a variety of implemented projects, including rural to urban master plans, private developments, higher education facilities, and streetscape revitalization projects. Adam has extensive experience leading public charrettes and workshops to develop realistic community-supported plans.

#### Education:

1997 Bachelor of Landscape Architecture  
University of Georgia

#### Professional Status:

- Registered Landscape Architect: GA (#1089), TN (#1273), and SC (#1064)
- American Institute of Certified Planners
- LEED Accredited Professional

#### Professional Affiliations:

- APA / GPA
- Urban Land Institute
- CNU

#### Awards:

- 2024 American Planning Association Oklahoma Chapter Outstanding Plan Award: Collinsville Comprehensive Plan
- 2019 APA Small Town and Rural Planning Division - Vernon Deines Award: Downtown Kingsport Master Plan



#### Work Experience:

Prior to joining TSW in 2000, Adam worked at Altamira Design and Kolia Bradford & Associates in Atlanta, Georgia.

#### Representative Projects:

**City of Red Bank Comprehensive Plan** (Red Bank, TN) - Principal-in-Charge for Comprehensive Plan and small area study for the former Red Bank Middle School site. The planning process included an existing conditions assessment and variety of community outreach and engagement activities to help shape the future of land use, transportation, housing, economic development, and open space while focusing on intentional placemaking.

**City of Rome/Floyd County/Cave Spring Comprehensive Plan** (Floyd County, GA) - Principal-in-Charge for unified plan for City of Rome and Floyd County that focuses on keeping the current comprehensive plan relevant while producing more modern recommendations.

**City of Kingsport Downtown Master Plan** (Kingsport, TN) - Principal-in-Charge for downtown master plan focusing on redevelopment opportunities and physical enhancements to promote a more sustainable core.

**Town of Farragut Town Center Visioning Plan** (Farragut, TN) - Principal-in-Charge for community engagement and planning services to guide future development and redevelopment in the 273-acre Town Center area, including regulatory updates. et development impacts.

**City of Maryville Downtown Master Plan** (Maryville, TN) - Principal-in-Charge for downtown master plan to help leverage existing assets to support increased business, pedestrian, and greenspace activity. Recommendations focused on preserving historic buildings, supporting catalytic development, activating storefronts, redesigning key downtown streets, and elevating arts and culture.

**Town of Tyrone Town Center Streetscape & Mobility Study LCI** (Tyrone, GA) - Principal-in-Charge for LCI that focuses on creative placemaking, streetscape design, and implementation of smart technology for the Town Center District.

**City of Goose Creek Comprehensive Plan** (Goose Creek, SC) - Principal-in-Charge for a major update to the City's comprehensive plan that involved a robust public involvement strategy, an annexation plan, redevelopment ideas for under-utilized lands in the city, and preliminary zoning update recommendations.

## SECTION A: TSW TEAM EXPERIENCE & STAFFING



### Beverly Bell, PLA

Role: Project Manager / Community Planner + Urban Designer

Beverly is a Project Manager and Community Planner in TSW's Planning Studio and leads TSW's Chattanooga, Tennessee office. She has a background in sustainable development with a range of professional experience that includes community planning, urban design, public parks, campus design, multifamily residential, and ecological assessment. Beverly's passion is creating thoughtful spaces that inspire people while enhancing the connection to the natural environment. Beverly thrives at detailed planting design, community space design, trail + park master planning, and applying creative design solutions to complex sites. She has served on Chattanooga's Form-Based Code Committee since 2020.

#### Education:

2014 Master of Landscape Architecture  
University of Georgia

2011 Bachelor of Science, Sustainable Development:  
Community, Regional & Global Development Concentration  
Appalachian State University

#### Professional Status:

- Registered Landscape Architect: TN (#1426)

#### Awards:

- 2024 Oklahoma ASLA Merit Award: City of Fayetteville, Arkansas, Walker Park Master Plan
- 2021 National ASLA Honor Award in Urban Design: Market + Georgia Public Space, "The Porch"



#### Work Experience:

Beverly was at TSW for 3+ years (2016-2019) before moving to Chattanooga where she was an urban designer for 2.5+ years (2019-2022) with the Chattanooga Design Studio.

#### Representative Projects:

**City of Red Bank Comprehensive Plan** (Red Bank, TN) - Project Manager and Planner for Comprehensive Plan and small area study for the former Red Bank Middle School site. The planning process included an existing conditions assessment and variety of community outreach and engagement activities to help shape the future of land use, transportation, housing, economic development, and open space while focusing on intentional placemaking.

**Hall County Forward Comprehensive Plan** (Hall County, GA) - Project Manager and Planner for Comprehensive Plan intended to balance opportunities for economic growth with the desire to maintain rural character.

**Town of Farragut Town Center Visioning Plan** (Farragut, TN) - Project Manager and Planner for community engagement and planning services to guide future development and redevelopment in the 273-acre Town Center area, including regulatory updates.

**City of Maryville Downtown Master Plan** (Maryville, TN) - Project Manager and Planner for a master plan that focuses on enlivening downtown Maryville through preserving historic structures, creating gateways, improving streetscapes, as well as adding public space amenities in existing and proposed greenspaces, plazas, and trails.

**City of Stockbridge Parks System Master Plan** (Stockbridge, GA) - Project Manager and Planner to assess current park facilities, work with the community and City to develop goals and priorities for new parks, enhancements at existing parks, and opportunities to connect parks and community facilities with trails, greenways, and sidewalks.

**Johnson City Downtown Parking and Circulation Study** (Johnson City, TN) Project Manager for a comprehensive Downtown Parking and Circulation Study for Johnson City, TN, focused on improving mobility, accessibility, and future development readiness.

## SECTION A: TSW TEAM EXPERIENCE & STAFFING



### Kayla Payne

Role: Community Planner + Urban Designer

Kayla joined TSW in 2025 as a designer in Lexington's Landscape Architecture and Planning Studios. She has professional interests in climate adaptation, community design, and urban/transportation planning. She is passionate about her home landscape and community of Appalachia. She has used her opportunity as a 2025 LAF Olmsted Scholar to help promote flood mitigation in southeastern Kentucky.

#### Education:

2025 Bachelor of Science in Landscape Architecture, University of Kentucky  
Focus on Urban Studies and Climate Adaptation

#### Professional Affiliations:

- American Society of Landscape Architects (ASLA)

#### Awards + Recognition:

- 2025 Landscape Architecture Foundation (LAF) Olmsted Scholar
- Kentucky ASLA Student Merit Award - *Learning, Living, Evolving: Fastening a Steady Future for Hinkston Creek*

#### Work Experience:

Prior to joining TSW, Kayla worked in a variety of roles throughout her home state of Kentucky, including as a Landscape Designer for Bell, where she contributed to public park designs, comprehensive plans, and trail master plans with a focus on green infrastructure for flood mitigation. As a student, she also held internships with the University of Kentucky Office of Sustainability, Blueprint Kentucky, and the Arboretum State Botanical Garden of Kentucky.

#### Representative Projects:

**Manchester Comprehensive Plan** (Manchester, KY) - Planner for Manchester's Comprehensive Plan update. The project consists of creating and maintaining GIS datasets, digitizing data, and producing detailed maps. The effort provided a clear framework for land use, infrastructure, and resource management to support sustainable development for the future.

**Blue Sky Small Area Plan** (Lexington, KY) - Landscape Designer for planning effort to set the vision for redevelopment and growth within an existing industrial center. The project includes an extensive stakeholder engagement process and consensus building with guidelines and regulatory changes to enhance a functional area for commerce.

**Lexington Freedom Train** (Lexington, KY) - Landscape Designer for pro bono plaza design project to commemorate Lexington heroes, Lewis and Harriet Hayden, and memorializing the cruel history of slavery.

**Castlewood Park** (Lexington, KY) - Landscape Designer for Castlewood Park Accessibility Study. Supporting community feedback by visualizing data for assessment.

**P30 Green Space** (Indianapolis, IN) - Landscape Designer for *Keep Indianapolis Beautiful Green Space* Project outside of P30, a coworking space, that consists of stormwater challenges, community-focused programs, and native plant selections.

#### Academic Project Experience:

**Learning, Living, Evolving: Fastening a Steady Future for Hinkston Creek** (Northeastern Kentucky) - Developed a master plan for Hinkston Creek in Mount Sterling, KY, addressing flood risks from channelization by proposing three green sink sites capable of mitigating over 8 million gallons of stormwater. Conducted accessibility, park, and land use analyses to integrate nature-based solutions that foster both ecological resilience and community engagement.



## SECTION A: TSW TEAM EXPERIENCE & STAFFING



### Bert Kuyrkendall, PE, AICP

Role: Transportation Engineer and Planner / Mobility Lead

Bert, a Senior Associate at TSW, has more than 25 years of experience as a Transportation Engineer and Planner. Bert's planning work focuses on helping cities and towns become more sustainable, just, and livable places. He has led and collaborated on numerous transportation plans, comprehensive plans, corridor studies, bike/ped network plans, and Complete Streets design projects. As an engineer and planner, Bert is able to bring a balanced approach to transportation planning and implementation. He has extensive experience in street and multimodal facility design, with a firm grasp on state and city/county design standards, including the ability to modify and draft new transportation standards.

#### Work Experience:

Prior to joining TSW, Bert was a Transportation Planner and Engineer with Orion Planning + Design, and served as City Transportation Engineer for the City of Chattanooga.

#### Representative Projects:

**City of Red Bank Comprehensive Plan** (Red Bank, TN) – Mobility Lead for comprehensive plan that focuses on enhancing quality of life, promoting sustainable land use, improving infrastructure, and fostering economic growth. Through community input and data-driven analysis, the plan outlines actionable strategies to shape Red Bank into a vibrant, connected, and resilient community.

**Town of Farragut Town Center Visioning Plan** (Farragut, TN) – Mobility Lead 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.

**City of Maryville Downtown Master Plan** (Maryville, TN) – Mobility Lead for Downtown Master Plan that assessed transportation infrastructure and parking. The goal of the mobility sector of the plan is to create a more walkable town center, recommending streetscapes which accent and serve existing and new development, facilitate walking and biking connections from neighborhoods, and propose street sections which promote traffic calming, add on-street parking, and provide multimodal facilities.

**Madison Transportation Plan** (Madison, GA) – Project Manager for the citywide transportation plan, which will serve as the foundation for all transportation-related capital project decisions, guide departmental implementation strategies, and address transportation aspects of land development throughout the city. The plan encompasses traffic volume assessments and level of service analysis for major streets and intersections, level of comfort evaluations for walking and bicycling, in-depth vehicle speed and safety analysis, and connectivity assessments across all modes of transportation.

**Johnson City Downtown Parking and Circulation Study** (Johnson City, TN) Led a comprehensive Downtown Parking and Circulation Study for Johnson City, TN, focused on improving mobility, accessibility, and future development readiness.

#### Education:

1995 Bachelor of Science in Civil Engineering  
Mississippi State University

1993 Bachelor of Arts in Mathematics  
Belhaven University

#### Professional Status:

- Registered Engineer:  
AL, GA, MS, TN, KY
- American Institute of Certified Planners

#### Professional Affiliations:

- APA
- CNU (Accredited)
- Bike Walk Tennessee, Board Member



## SECTION A: TSW TEAM EXPERIENCE & STAFFING



### Safae Amahrir - Hammer

Role: Transportation Planner

Safae joined the TSW Planning Studio in 2024. Within community and transportation planning projects, she specializes in working closely with local stakeholders to develop mobility solutions that prioritize sustainability and equity. Her in-depth experience with public engagement honed her ability to effectively communicate with diverse audiences and drive impactful community initiatives. Safae has experience working on projects across Morocco and Germany in rural, suburban, and urban contexts, and is passionate about introducing sustainable mobility solutions to underserved communities.

#### Education:

2022 Master in City and Regional Planning - Transportation and Community Planning  
Georgia Institute of Technology

2017 Master in City and Regional Planning  
Institut National d'Aménagement et d'Urbanisme - Rabat, Morocco

2014 Master in Architecture  
Ecole Nationale d'Architecture - Rabat, Morocco

2011 Bachelor in Architecture  
Ecole Nationale d'Architecture - Rabat, Morocco

#### Professional Affiliations & Awards:

- APA, Georgia Chapter
- Fulbright Scholarship



#### Work Experience:

Prior to joining TSW, Safae was a Technical advisor at The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) for two years.

#### Representative Projects:

**City of Red Bank Comprehensive Plan** (Red Bank, TN) - Transportation Planner for comprehensive plan that focuses on enhancing quality of life, promoting sustainable land use, improving infrastructure, and fostering economic growth. Through community input and data-driven analysis, the plan outlines actionable strategies to shape Red Bank into a vibrant, connected, and resilient community.

**City of Madison Transportation Plan** (Madison, GA) - Transportation Planner for transportation plan that outlines a comprehensive strategy to create a safe, sustainable, and connected transportation system. It focuses on improving mobility for all modes of travel, reducing congestion, enhancing transit services, and promoting environmental sustainability, providing a framework for future investments and policies.

**Cartersville Downtown Master Plan** (Cartersville, GA) - Transportation Planner for downtown master plan, which focuses on strategies to stimulate economic growth within the downtown area and enhance transportation options through pedestrian friendly streetscapes and improved connectivity.

**Johnson City Downtown Parking and Circulation Study** (Johnson City, TN) - Transportation Planner for comprehensive Downtown Parking and Circulation Study for Johnson City, TN, focused on improving mobility, accessibility, and future development readiness. Conducted data-driven analysis of existing parking and traffic conditions, developed circulation models, and forecasted long-term demand. Delivered phased recommendations integrating infrastructure, policy updates, and community input to enhance downtown vibrancy and efficiency.

**Sustainable Urban Mobility Plan for the Historic City of Fez\*** (Fez, Morocco) - Project Manager for the design and implementation of the 2036 SUMP for the city of Fez. The project aimed at bolstering transit option around the historic center and alleviating traffic throughout the city. The SUMP proposes to address these challenges through the expansion of the transit network by implementing BRT and tramway lines and strengthening the regional railway infrastructure to bolster Fez's position in the region.

\* Project completed while at other firms

## SECTION A: TSW TEAM EXPERIENCE & STAFFING



### Brandon Sutton, PLA

Role: Landscape Architect / Mobility Planner

Brandon is a Project Manager and Landscape Architect who lives in Chattanooga, Tennessee. His professional experience has centered on work in the public and private sectors, working toward human-centered public spaces and street designs that accommodate all modes and abilities. He has a background that includes urban mixed-use design, public parks, greenways and streetscapes.

#### Education:

2004 Bachelor of Landscape Architecture  
University of Georgia

#### Professional Status:

- Professional Landscape Architect: TN (#1122), GA (#1497)

#### Professional Affiliations:

- American Society of Landscape Architects (ASLA)
- Council of Landscape Architectural Registration Boards (CLARB)
- Bike Walk Chattanooga (Volunteer)

#### Work Experience:

Brandon initially worked with TSW from 2006 to 2013. He rejoined TSW after working with the City of Chattanooga for 10+ years as Transportation Design Manager with its Transportation Department and Regional Planning Agency.

#### Representative Projects:

**Red Bank Comprehensive Plan** (Red Bank, TN) – Served as Landscape Architect and Mobility Planner, developing initial street sections for major arterials and drafting implementation recommendations. The plan, built on community input and data-driven analysis, outlines strategies to enhance quality of life, promote sustainable land use, improve infrastructure, and support economic growth for a vibrant, connected, and resilient community.

**Riverfront Parkway Complete Streets Enhancements\*** (Chattanooga, TN) – Transportation Design Manager for a context-sensitive redesign of an arterial roadway that acted as a barrier to pedestrians and cyclists. Coordinated public-private partnerships to extend the urban grid to the Tennessee River and deliver new privately built streetscapes. Oversaw restriping with on-street parking, crosswalks, and bike facilities, integrating with new development to extend downtown's 21st Century Waterfront and advance the 1911 John Nolan plan linking the city to its parks.

**Stockbridge Downtown Trail Connections** (Stockbridge, GA) – Landscape Architect and Project Manager responsible for schematic design through construction documents of a downtown trail network connecting parks with an amphitheater and historic downtown. Project is focused on an all-ages and abilities facility selection with a streetscaped shared-use sidepath and including safety enhancements at intersections and crosswalks.

**Madison on the Move Transportation Plan** (Madison, GA) – Landscape Architect supporting intersection designs and recommendations included in the transportation plan. The effort represents the town's first major update since the 2007 Major Thoroughfare Plan. The overall plan outlines a comprehensive strategy to create a safe, sustainable, and connected transportation system. It focuses on improving mobility for all modes of travel, reducing congestion, enhancing transit services, and promoting environmental sustainability, providing a framework for future investments and policies.

**Town of Farragut Typical Street Sections** (Farragut, TN) – Lead designer and technical support for generating street sections to guide future development, capital projects, and greenway connectivity.

\* Project completed while at the City of Chattanooga



## Aaron Arnett Principal



Aaron Arnett has over twenty years experience in a variety of planning areas including economic development, downtown planning, neighborhood planning, and historic preservation. His focus has been on helping communities realize their true economic potential through urban planning and design.

Aaron has worked at all levels of local government including municipal, county, and regional planning organizations. He has created economic development strategic plans and market studies for communities across the country, and has worked extensively on downtown master plans, comprehensive planning, tourism development, and marketing plans.

Aaron is a skilled presenter having addressed various community interest groups and organizations. He has presented at the NC Institute of Government's Summer Planning Institute, NC Main Street Conferences, SC Main Street Managers' workshop, Southwest Virginia Creative Economy Conference, NCDDA Planning Workshop, and lectured at both Clemson University and the University of Georgia.

Aaron enjoys living in Greenville South Carolina and has served his community in various planning capacities including chairing the Design and Preservation Commission, board member of the Downtown Design Review Board, and being a committee member for the Plan-It Greenville Comprehensive Plan

### Education

Bachelor of Science in Design, Clemson University (1993)

Master of City and Regional Planning, Clemson University (1996)

### Experience

#### 2002-Present - Arnett Muldrow & Associates

Principal/Business Manager, Greenville, SC  
Performs downtown, strategic, comprehensive, and tourism planning with a focus on economic and community development.

#### 2001-2002 - MCA Urban Planning

Urban Planner, Greenville, SC  
Project manager for a variety of planning projects in the areas of economic development and historic preservation.

#### 1997-2001 - City of Salisbury, NC

Senior Planner, Salisbury, NC  
Managed the City's historic preservation, neighborhood improvement, and annexation activities. Served as staff planner for comprehensive plan, downtown master plan implementation team, and various corridor studies.

#### 1996 - London Planning Advisory Committee (LPAC)

Planning Technician, London, England  
Performed planning services of LPAC, the statutory transportation and planning committee for London's 33 Burroughs, and the London Walking Forum to design, assemble, and market a 2000km network of green walking routes throughout greater London.

### Relevant Projects as an Economic Consultant in Visitor Communities

- Beech Mountain, NC - Downtown Master Plan & Business Development
- High Knob Regional Initiative, VA - High Knob Recreation Area Master Plan
- Bay St. Louis, MS - 2024 Comprehensive City Master Plan
- Botetourt County, VA - Small Business Development Framework for Outdoor Recreation & Ecotourism
- Mount Rogers PDC, VA - Mount Rogers Outdoor Asset Analysis & Economic Development Plan
- West Piedmont PDC, VA - Virginia's Southern Valley Agribusiness Economic Impact and Marketing Strategy
- Damascus, VA - Downtown Master Plan & Marketing Strategy
- Cape Charles, VA - Downtown Market Study and Business Development Strategy
- Onancock, VA - Downtown Market Study and Business Development Strategy
- Clinch River Valley Initiative, VA - Branding & Marketing Strategy
- Southwest Virginia Cultural Heritage Foundation, VA - SWVA Branding & Marketing Strategy
- Graham County, NC - Tourism Brand & Marketing Strategy
- Rutherford County Tourism Development Authority, NC - Wayfinding Master Plan

SECTION B:

# TSW Team Availability

## TSW Team Dedication to the Project

TSW has a stringent policy about only pursuing work that we have available staff for to ensure a detailed, implementation-based planning process that stays on time and on budget. At the conclusion of contract negotiations, our team is committed and ready to commence work immediately. The staff members who are included in this proposal will be assigned to the project, if awarded, and will remain on the project throughout its duration. If a staff member needs to be replaced because of unforeseen circumstances, Town staff will be notified immediately, and that staff person will be replaced by another staff member with equal or greater qualifications and experience. There are no foreseeable conflicts with other project commitments.

## Estimated Availability

Below are the estimated percentages of time that the key personnel will have available during the project's duration.

Team Member	Firm	Availability
Adam Williamson	TSW	40%
Beverly Bell	TSW	60%
Kayla Payne	TSW	45%
Bert Kuyrkendall	TSW	35%
Brandon Sutton	TSW	30%
Safae Hammer	TSW	40%
Aaron Arnett	Arnett Muldrow	30%

# Project Approach & Schedule

## Overall Project Approach

The TSW Team has a wealth of experience in guiding cities towards strategic growth that is backed by community values. Our proposed scope of services focuses on ensuring the Town is not only prepared for growth within its current boundaries, but for its entire service area. TSW will bring a community-focused approach that brings in ideas and concepts from stakeholders, business owners, neighborhood leaders, local organizations, and the community-at-large to craft thoughtful policy for each element.

- **Land Use.** The TSW Team will develop a future land use framework that balances growth with preservation of Farragut's established neighborhoods, unique character, and natural assets. Our recommendations will be backed by extensive analysis, consider zoning regulations, build on past planning efforts and support the vision from the Mixed Use Town Center Vision Plan.
- **Housing Variety.** Growth means both planning for new neighbors and ensuring the needs of the current community are met. The TSW Team will account for potential demographic shifts in Farragut, and assess how shifting market dynamics may affect housing policy and land use recommendations.
- **Transportation and Multi-modal Mobility.** The TSW Team will assess transportation network with an emphasis on improving efficiency in alignment with future land uses in addition to safety, accessibility, and connectivity for all users.
- **Economic Development.** The TSW Team will support Farragut's economic development goals by aligning land use, transportation, and placemaking strategies along key corridors and nodes. Our approach emphasizes strengthening existing businesses, guiding retail recruitment, and identifying redevelopment and infill opportunities.
- **Parks, Recreation, and Open Space.** The TSW Team will assess community parks and open spaces and identify enhancements to support surrounding land uses existing parks and quality of life for residents.
- **Thoughtful Community Engagement.** Comprehensive Plans rely on the local knowledge and lived experience of its community members in order to be successful. TSW will craft an engagement strategy that prioritizes diverse audiences and focuses on fun feedback activities that inspire interest and spark meaningful feedback from the Farragut community. The TSW Team always tries to devise outside-the-box engagement strategies.
- **Implementation and Action Planning.** The TSW Team will translate the community's vision into a clear, prioritized implementation plan with realistic timelines, responsibilities, and funding strategies. Recommendations will be actionable, grant-ready, and aligned with Town capacity to support long-term success.

To begin, our team will work with Town staff and the community to ground the plan in a shared understanding of Farragut's history, current conditions, and aspirations. From there, we will guide an inclusive process that addresses critical questions, including:

- How can Farragut balance the needs of residents, businesses, and visitors within a common vision?
- How can mobility and connectivity be improved to ease congestion, enhance safety, and support multimodal choices?
- How can infrastructure and public services keep pace with development?
- How can the city expand parks, recreation, and community amenities while protecting natural and cultural resources?
- How can land use policies and zoning regulations be aligned with long-term goals?

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## SECTION C: PROJECT APPROACH & SCHEDULE

### Task A: Project Kick-off and Project Management

- 1. Conduct an Initial Consultation Session** with Town of Farragut staff to discuss and/or finalize:
  - Available data resources
  - Community engagement and communications task (**Note:** *The team will provide flyers or notices for all public meetings, but the Town shall be responsible for meeting space, postage, and other techniques not contained herein.*)
  - Detailed timeline and written schedule highlighting meetings and delivery dates
  - Roles and responsibilities
  - Project goals
- 2. Project Management Meetings** will include monthly updates (via Teams, conference calls, by email, or in person) to report on project status, coordinate on upcoming tasks, and review draft materials. The Project Management Team will include TSW Team members and core Town staff members.

### Task B: Existing Conditions Assessment

- 1. Review of Current/Previous Plans and Data.** TSW will review current and previous plans (including transportation and park projects), as well as analyze any additional relevant data provided by the Town. This task will be conducted with an eye toward synthesizing priority assets, challenges, and goals rather than simply summarizing and reporting out on these efforts.
- 2. Assessment for Element Components** will provide a data-driven foundation for the Comprehensive Land Use Plan, including but not limited to:
  - Existing Conditions for key elements (with GIS mapping) such as currently designated future land use, zoning, public spaces, natural areas, vacant lands, new development and re-development opportunities, and the overall transportation network both within the Town and the immediate vicinity of the Town.
  - Identification of key issues for exploration in the planning process
  - Economic Analysis to identify market conditions, strengths, weaknesses, and opportunities for Farragut's economy and local businesses, including recommendations to sustain and expand growth
  - Population and Housing Assessment to project long-term demographic changes, future housing demand, and opportunities for diverse housing options
  - Synthesis of opportunities and challenges to inform engagement activities and set the stage for plan recommendations

### Task C: Community Engagement Process

Our team will seek to engage a widespread group from the community with efforts and accommodations made to include low to moderate income, minority, ethnically diverse, elderly, and disabled persons. To accomplish this, we will work with the Town to establish a Steering Committee (or reconfirm CLUP members) of community stakeholders and conduct a variety of community engagement activities that focus on listening to the community about their aspirations for the future of Farragut.

- 1. Steering Committee.** A Steering Committee will be established by the City to represent local stakeholders and meet with the TSW Team throughout the planning process (approximately 3 in-person or virtual meetings) to review draft materials, provide guidance regarding local preferences, and make recommendations. The first meeting will include: an educational session for members to gain a better understanding of the comprehensive planning process; a discussion of the setting, relationships, and history of the Town of Farragut; a review of the previous Plans to consider using and adapting certain elements; input on public engagement methods; and to finalization of Committee meeting schedules. The remaining meetings will include opportunities to review draft deliverables and provide recommendations for changes.

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## SECTION C: PROJECT APPROACH & SCHEDULE

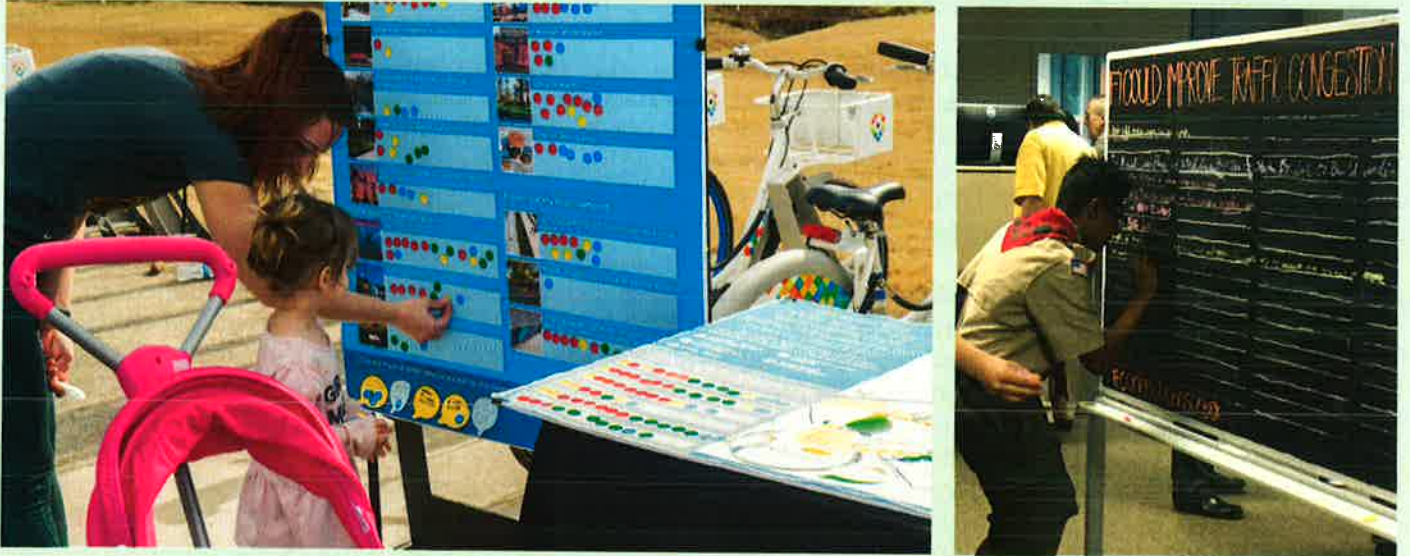
2. **Stakeholder Interviews** The TSW Team will conduct up to a total of eight (8) interview sessions. These can be either one-on-one interviews or group listening sessions (8-10 people per session) that center around a similar theme such as: Town staff, Town leadership/boards, business property owners/local developers/real estate agents, school administrators/students, residents, transportation experts, etc.
3. **Public Kickoff Meeting.** Conduct a Project Kickoff Meeting to educate and inform the community about the overall planning process, the need for the Comprehensive Land Use Plan Update, what it is intended to accomplish, how it will be used, how and why it is important for the public to participate, and what will be expected of them in terms of actual participation. The meeting will also include a general review of trends and issues gathered during the Existing Conditions Assessment task, and a public input activities informing needs and opportunities and input that will guide the vision of the plan.
4. **Pop-Up Event.** The TSW Team will host a pop-up event at a popular community event that draws a wide audience. The pop-up event will include a combination of one-on-one conversations centered around a creative activity such as a public intercept survey to quickly introduce the Comprehensive Land Use Plan Update process and gather feedback from a large number of participants. We have conducted numerous intercept surveys on location through a variety of means (iPad surveys, ball toss surveys, Visual Preference Boards, thought bubble questionnaire, etc.) Pop-up events have the ability to quickly engage a diverse demographic of residents, visitors, and business owners. Plugging into events where the community is already present, allows the team to engage people who might otherwise not attend traditional public meetings, including young families, low to moderate income, minority, ethnically diverse, elderly, and disabled community members. These pop-up events also allow people to re-imagine and brainstorm while physically being in the study area.
5. **Community Survey.** The TSW Team will work with Town staff to develop an electronic survey with questions that focus on goals for the Town, attitudes toward growth, where investments should be allocated, levels of satisfaction with municipal services, future housing options, etc. The survey will allow for widespread input from the community and an input opportunity for participants who may not be able to attend public meetings.
6. **Public Visioning Workshop.** This workshop will provide engaging activities to refine the vision that will be woven throughout the various parts of the plan, guiding draft recommendations for land use and development, mobility, public spaces, economic development, housing, and zoning. The workshop will also help develop an overall vision for specific "character areas" focusing on future land uses, transportation facilities, community amenities, and other recommendations.
7. **Public Open House / Review of Recommendations** will be conducted near the end of the planning process to review recommendations, discuss next steps, and gather feedback. This event can be hosted virtually or at a location identified by Town staff.

## Task D: Comprehensive Plan Development

1. **Identification of Community Goals** through Community Engagement meetings and events to develop:
  - Overall vision statement
  - List of community goals and/or policies
  - Character Area specific goals, including descriptive narratives
2. **Needs and Opportunities** review and recommendations, including:
  - SWOT analysis for new items with review from the Steering Committee
  - Prioritized Needs and Opportunities list based on Town and community input
  - Implementation measures and strategies for high priority items

SECTION C: PROJECT APPROACH & SCHEDULE

# Previous Community Engagement Efforts



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## SECTION C: PROJECT APPROACH & SCHEDULE

### 3. Land Use Element, including:

- Overall goals and objectives
- Recommendations for the distribution and general location of land uses - residential, commercial, industrial, civic, and open space
- Identify infill and redevelopment opportunities
- Recommendations for the integration and utilization of connections between various land uses
- Maps, graphics, and supporting narrative that show Future Land Uses

### 4. Transportation and Multi-modal Mobility Element, including:

- Overall goals and objectives
- Recommendations to improve the transportation network to align with future land uses and improve efficiency. Recommendations may include a major street plan, multi-modal transportation around community nodes, connections between neighborhoods and key destinations, and strategies to support future development in conjunction with land use
- Recommendations for capital improvements projects, transportation and streetscaping projects, street design standards, and priorities for redevelopment and investment areas.

### 5. Economic Development Element, including:

- Overall goals and objectives
- Business development and recruitment strategy for retail, dining, and employment uses
- Policy recommendations and strategies focusing on diversifying the local economy and strengthening commercial nodes

### 6. Housing Element, including:

- Overall goals and objectives
- Projections for growth, future build-out calculations, and growth scenarios
- Housing strategies to grow housing availability and type based on market demand, while also preserving Farragut's existing neighborhoods and overall quality of life of current residents
- Identify housing products that best meet future housing demand along with type of zoning, land use patterns, and acreage of land that will best accommodate this housing need

### 7. Parks, Recreation, and Open Space, including:

- Overall goals and objectives
- Identify unmet needs and priorities
- Recommendations to upgrade existing facilities and identify new parkland opportunities with a focus on accessibility, quality of life, placemaking, and preserving natural resources

### 8. Quality of Life and Community Character, including:

- Identify policies and projects that improve the visual quality of Farragut, from streetscape beautification and public art to landscaping and design standards
- Integrate strategies that protect and expand access to the Town's community resources
- Highlight and protect cultural and historic assets that contribute to Farragut's unique identity

### 9. Recommendations for Implementation. The TSW Team will prepare recommendations for the implementation of the Comprehensive Land Use Plan for target year 2040. The recommendations will identify policies, programs, strategies, capital improvement projects, implementation time frames, responsibilities, potential cost, and funding sources. The plan will include recommendations for the short term (<5 years), mid-term (5-10 years), and long-term (>15 years).

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## SECTION C: PROJECT APPROACH & SCHEDULE

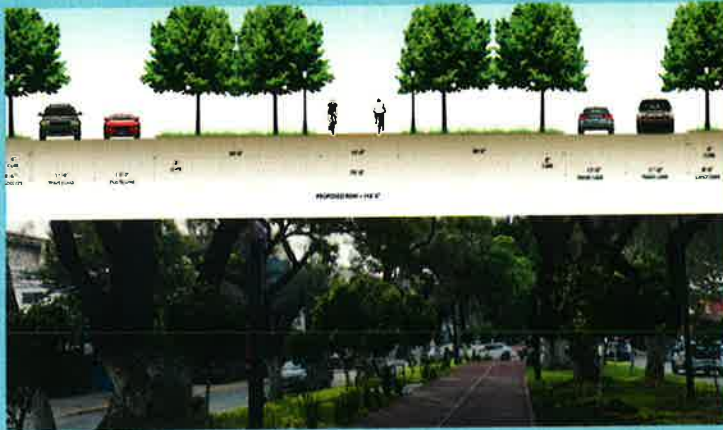
### Task E: Adoption of the Comprehensive Plan

- 1. Public Hearings.** Upon completion of the Comprehensive Plan, the document will be made available for public review and Public Hearings will be scheduled and advertised within the legal requirements of the Town. The Public Hearing(s) will be held prior to the review and adoption of the plan. Any comments at the Public Hearing will be addressed.
- 2. Adoption by the Town.** TSW Team members will attend two (2) meetings associated with the adoption process to respond to any questions or comments, and where appropriate, make presentations regarding the Plan.
- 3. Documentation.** After adoption of the Comprehensive Plan by the Town, the TSW Team will provide digital files, including main document, all maps, shapefiles, charts, tables, etc.

# SECTION C: PROJECT APPROACH & SCHEDULE

## Visioning Graphics

TSW strongly believes in the power of marketing and graphic techniques to convey concepts, achieve consensus, and get people excited about ideas as part of the public engagement effort. We employ a variety of these techniques as part of every project, including: design guidelines, executive summary documents, perspective renderings, AutoCAD street and building sections, SketchUp 3D modeling, ArcGIS mapping, Revit computer-generated renderings, Photoshop before and after renderings, PowerPoint presentations, and visual preference and community surveys.



### >> DEVELOPMENT SUMMARY

- 50,700 SF
- 18,000 SF
- 54
- 14 ACRES
- 1.3 Miles
- 90
- 213

DEVELOPMENT INCLUDES: OTHER APARTMENTS

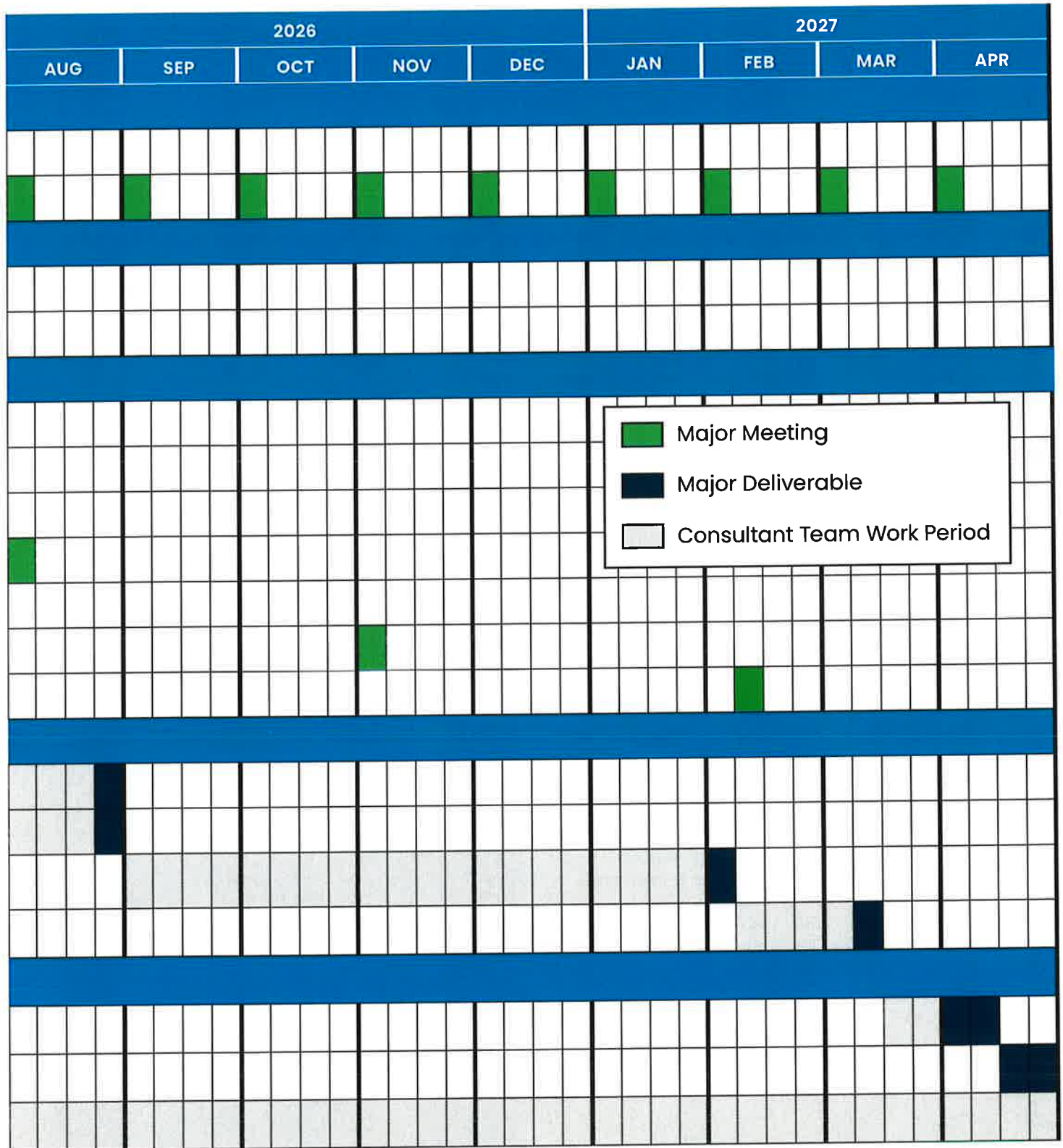


**SECTION C: PROJECT APPROACH & SCHEDULE**

**Estimated Timeline**

	2026			
	APR	MAY	JUN	JUL
<b>TASK A: PROJECT MANAGEMENT AND PUBLIC ENGAGEMENT</b>				
A.1 Initial Consultation Session				
A.2 Project Management Meetings				
<b>TASK B: EXISTING CONDITIONS ASSESSMENT</b>				
B.1 Review of Current/Previous Plan and Data				
B.2 Land Use, Transportation, Econ, Development, Housing, etc.				
<b>TASK C: COMMUNITY ENGAGEMENT PROCESS</b>				
C.1 Steering Committee				
C.2 Interview Sessions				
C.3 Public Kick-off Meeting				
C.4 Pop-Up Event				
C.5 Community Survey				
C.6 Public Visioning Workshop				
C.7 Public Open House				
<b>TASK D: COMPREHENSIVE PLAN DEVELOPMENT</b>				
D.1 Community Goals				
D.2 Needs and Opportunities				
D.3 - D.8 Land Use, Transportation, Econ, Development, Housing, Quality of Life and Community Character Elements				
D.9 Recommendations for Implementation				
<b>TASK E: DELIVERABLES AND ADOPTION</b>				
F.1 Public Hearings				
F.2 Adoption by the Town				
F.3 Documentation				

# SECTION C: PROJECT APPROACH & SCHEDULE



SECTION D:

# Highlighted Projects & References

## City of Red Bank Comprehensive Plan

Red Bank, TN

### Project Scope

The City of Red Bank initiated a Comprehensive Plan 2045 to guide long-term growth, redevelopment, and quality-of-life improvements. The plan integrates land use, housing, mobility, economic development, parks and open space, and environmental stewardship, parallel to the scope requested. Supported by a thorough existing conditions analysis and robust public engagement process, it establishes a data-driven framework for decision-making.

A central feature is a Small Area Study for the 12-acre Former Red Bank Middle School site, which sets a redevelopment vision while prioritizing infrastructure, streetscape improvements, and strategies for guiding future growth over the next two decades.

### Description of Services Provided

- Comprehensive existing conditions analysis (demographics, housing, land use, mobility, infrastructure, economic systems).
- Robust community engagement program including stakeholder interviews, public workshops, surveys (1,365 responses representing 11.2% of population), pop-up events, and steering committee guidance.
- Development of a small area study for the 12-acre former Red Bank Middle School site, resulting in an illustrative vision for a civic and greenspace-focused community hub.
- Policy framework and implementation strategies addressing land use, housing, mobility, parks/open space, and economic development.
- Clear implementation matrix with short-, medium-, and long-term projects, funding strategies, and responsible parties.

### Project Timeline

2024 – 2025

The project was completed on schedule and formally adopted by the Red Bank City Commission in April 2025.

The TSW team maintained project schedule through a structured timeline beginning January 2024 with kickoff meetings, followed by sequential phases: existing conditions analysis, a series of five public meetings/workshops, steering committee reviews, and a final open house before adoption. Regular coordination with City staff and the steering committee ensured all milestones were met on time.

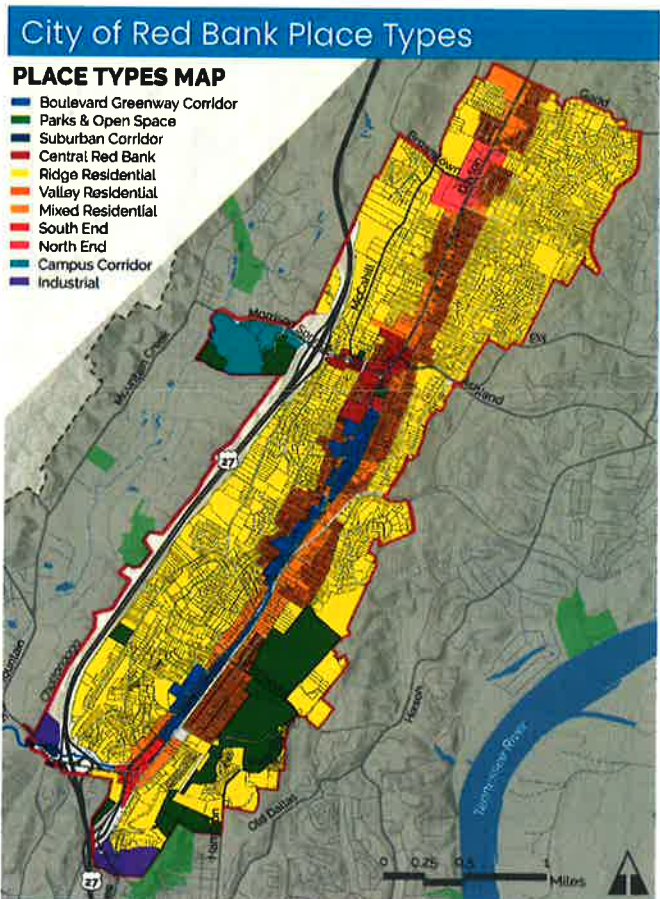
### Client Information

City of Red Bank

Leslie Slay, Director of Community Development

Phone: 423.680.1933

Email: LSlay@redbanktn.gov



# SECTION D: HIGHLIGHTED PROJECTS & REFERENCES

## City of Red Bank Overall Vision

### VISION OVERVIEW

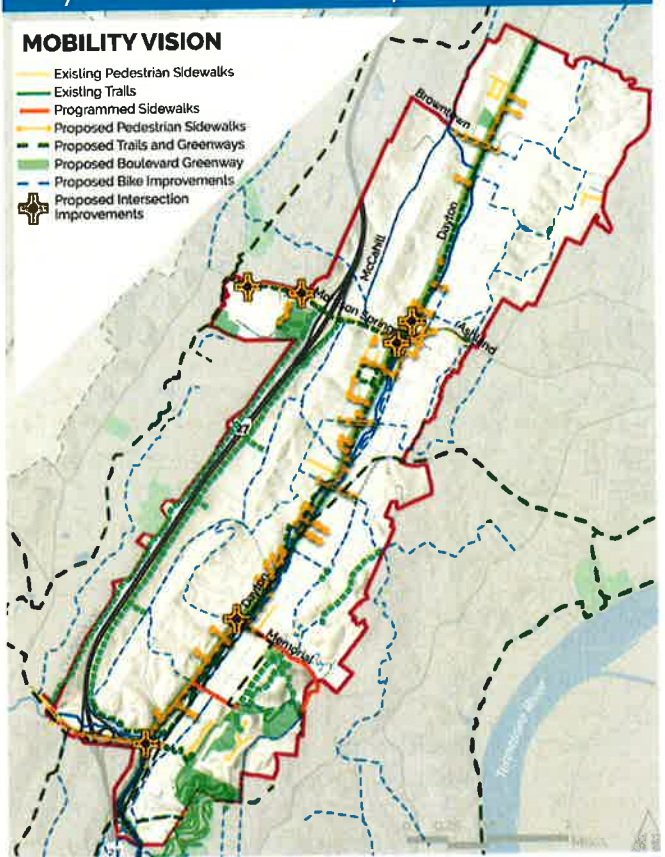
- Mixed-Use Center
- ▬ Corridor-Adjacent Redevelopment
- ▬ Boulevard Greenway
- New/Improved Green Space
- ↔ Improved Walking Connection



## City of Red Bank Mobility Vision

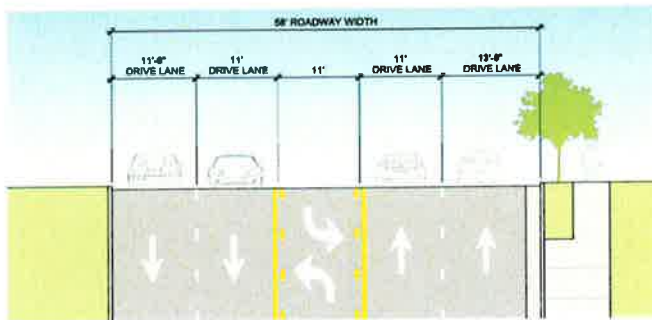
### MOBILITY VISION

- ▬ Existing Pedestrian Sidewalks
- ▬ Existing Trails
- ▬ Programmed Sidewalks
- ▬ Proposed Pedestrian Sidewalks
- ▬ Proposed Trails and Greenways
- ▬ Proposed Boulevard Greenway
- ▬ Proposed Bike Improvements
- + Proposed Intersection Improvements

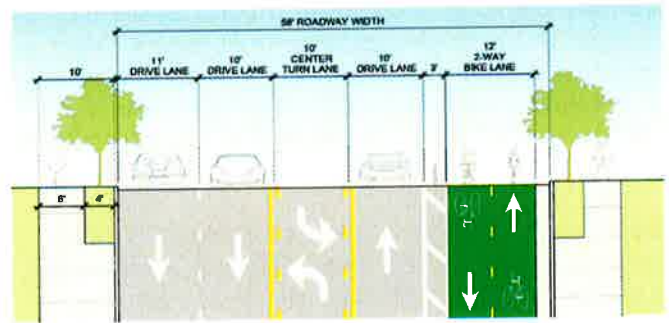


## Dayton Boulevard Retrofit

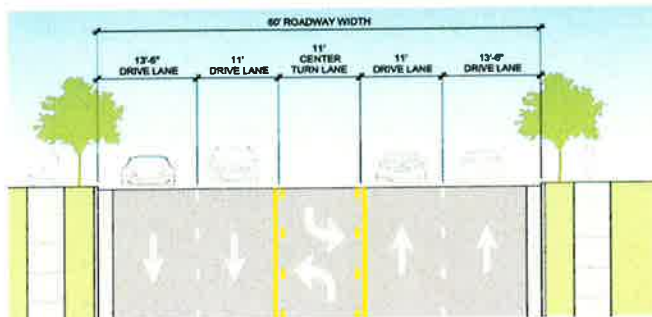
### EXISTING



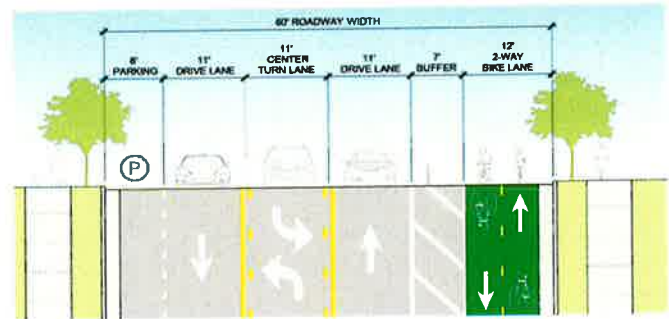
### PROPOSED



### EXISTING



### PROPOSED



## SECTION D: HIGHLIGHTED PROJECTS & REFERENCES

### Hall County Forward Comprehensive Plan & UDC

Hall County, GA

#### Project Scope

TSW was first retained by Hall County to complete minor updates to their Comprehensive Plan. Following the minor updates, TSW worked with the County to develop Hall County Forward, a complete Comprehensive Plan update. Recognizing that Hall County will continue to grow in population at a steady pace, Hall County Forward is intended to balance opportunities for economic growth with the desire to maintain rural character, greenspace, and natural resources. The plan also addresses the need to coordinate new development with infrastructure capacity. Key components of the plan include the process used to develop recommendations, the recommendations themselves, and how the plan will be implemented.

An extensive community input process was vital to ensuring that Hall County Forward truly represents the community's interests. To maximize community input, Hall County provided multiple options for public input, occurring in almost every month of the planning process. Community engagement strategies and activities included a dedicated project website, social media, steering committee, three advisory committees, six public meetings, numerous surveys (county-wide input survey and smaller surveys to complement the in-person meetings), and a "meeting-in-a-box" toolkit that allowed resident and stakeholder groups to host meetings with their community on their own schedule without needing a member of the project team to facilitate the meeting.

Concurrent with the development of Hall County Forward, the county's zoning ordinance, subdivision regulations, and stormwater regulations were updated by TSW and consolidated into a Unified Development Code (UDC). The UDC focuses on promoting economic growth and avoiding unnecessarily strict regulations, making regulations easier to understand, incorporating technical best practices, creating flexible mixed residential and mixed use districts, and ensuring high quality development.

#### Description of Services Provided

- New approach to Character Areas that focuses unique identity, opportunities, and issues of those specific areas of the county.
- Detailed Future Land Use Strategy that defines the vision for the areas, details the appropriate land uses, provides zoning guidance, and other recommendations essential to achieve the future vision of the character areas.
- Unified Development Code that ensures that development decisions will be in line with Comprehensive Plan recommendations.
- Extensive community engagement process

#### Project Timeline

2023 - 2025

The project schedule was maintained through a clear management structure, phased milestones, and consistent coordination with County staff and stakeholders.

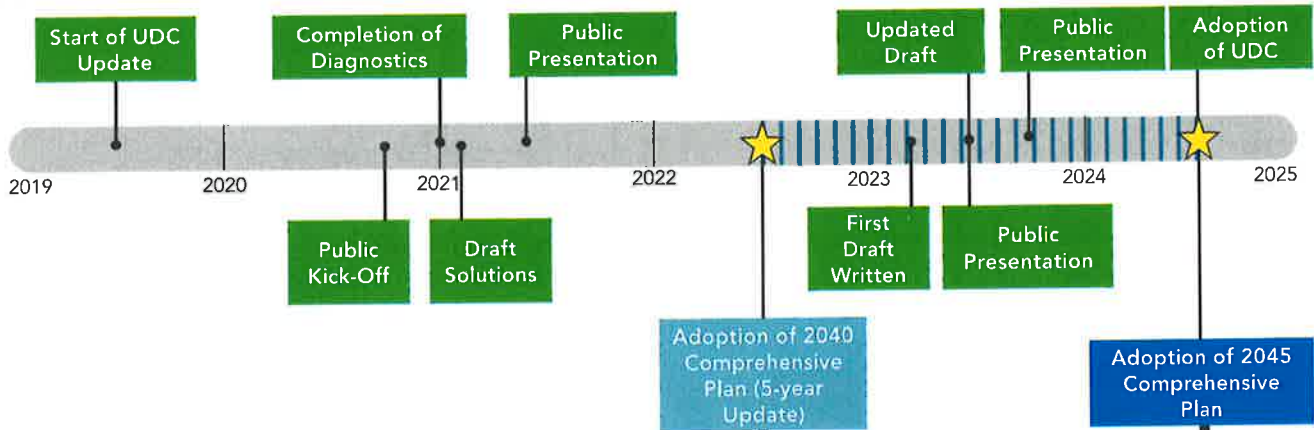
#### Client Information

Hall County  
Randi Doveton (now with Macon-Bibb County)  
Phone: 478.241.2563  
Email: randi.doveton@mppz.org

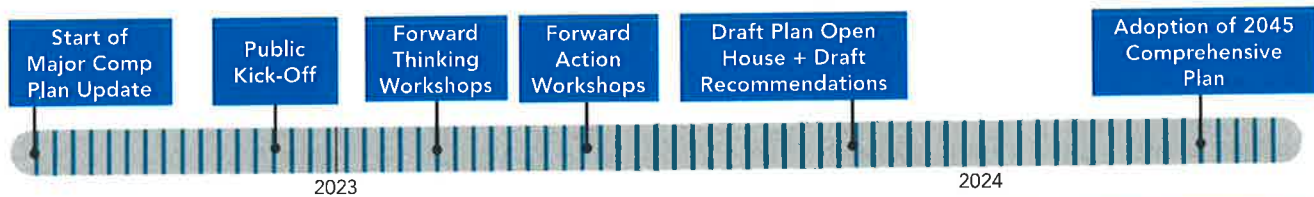


# SECTION D: HIGHLIGHTED PROJECTS & REFERENCES

## Comprehensive Plan & UDC Process



## 2025 Comprehensive Plan Process



## Comprehensive Plan Goals

### Goals

-  **Growth Management.** Efficiently plan to accommodate new developments and prioritize connections to existing or planned infrastructure while retaining the character of each area of the county.
-  **Attainable Housing.** Provide a variety of housing options across size, type, tenure, price, location, and other factors that ensure access to transportation and amenities while minimizing the number of cost-burdened households.
-  **Infrastructure Maintenance & Expansion.** Improve infrastructure for growing areas, prioritize land use and infrastructure alignment, and expand broadband, road networks, water access, and sewer systems.
-  **Parks & Recreation.** Enhance and expand parks and recreation facilities to maximize quality of life.
-  **Greenspace.** Preserve and protect existing greenspace while seeking out new opportunities for inventory expansion.
-  **Natural Resource Conservation.** Preserve and protect natural resources like Lake Lanier, rivers and streams, and undeveloped forestry to safeguard community identity.
-  **Multi-Modal Transportation.** Expand alternative transportation options by increasing pedestrian infrastructure, developing complete streets, and enhancing public transit.
-  **Safety & Security.** Ensure a safe environment for all by improving existing safety and security measures and proactively addressing crime concerns as Hall County continues to grow.
-  **Economic Development.** Continue to encourage and support an atmosphere for economic growth and development to create opportunities for all.

## UDC Sample Page

### 8.6.9. Canopy Signs



- A. Definition**  
A sign affixed to, superimposed upon, or painted on any roof or roof-like structure which is extended over a sidewalk, walkway, or vehicle access area.
- B. General Provisions**
1. Signs cannot extend outside the overall length or width of the canopy. However, a canopy sign may extend above or below the canopy.
  2. Signs may not extend above the height of the building, including any parapet wall.
  3. Signs may not be located on a roof.
  4. Signs must be located at least 8 feet above any sidewalk or walkway and 13 feet 6 inches above any vehicular access area.
- C. Number of signs.**  
One awning sign, or one canopy sign, or one wall sign, or one projecting sign is allowed per establishment along the side of the establishment that includes its public entrance, unless specified in Sec. 8.6.14 or Sec. 8.6.15.

- D. Sign area**
1. The maximum area is 64 square building, or one square foot per lin of storefront, whichever is greater.
  2. A tenant with less than 16 linear storefront is allowed one si exceeding 16 square feet in area.
- E. Sign dimensions**
- Ⓐ Sign width: max. canopy width
  - Ⓑ Sign height: max. 2 ft.

## SECTION D: HIGHLIGHTED PROJECTS & REFERENCES

# Maryville Downtown Master Plan

Maryville, TN

### Project Scope

The City of Maryville (population approximately 32,000) has a rich history dating back to its original incorporation in 1795. From its founding over two centuries ago to present day, downtown Maryville continues to be the heart of the city representing its past, present, and future. The planning area for downtown encompasses approximately 210 acres bordered by US-321/Lamar Alexander Parkway, Washington Street and the northeast edge of the city limits with Alcoa.

TSW was retained to develop a master plan for the downtown area, creating a long-term vision for the downtown. The planning process included a public engagement process to gauge the community's long-term goals and desired outcomes for the downtown area and build on those goals for project and policy recommendations.

### Description of Services Provided

- Conducting an existing conditions analysis of the study area - regulatory, economics, transportation, parking, etc.
- Developing a complete building inventory
- Strengthening the city's designation as a Main Street community
- Identifying regulatory or other impediments to future development
- Incorporating downtown brand and ongoing downtown initiatives
- Developing small area studies for three catalytic sites in the downtown area
- Identifying capital projects consistent with the community vision and possibility of implementation

### Project Timeline

2023 – 2024

Completed on schedule in early 2024. The TSW team maintained the schedule by establishing a clear timeline with sequential phases. Regular coordination with City staff and stakeholder groups ensured all milestones were delivered on time.

### Client Information

City of Maryville Development Services  
Angie Luckie, Director of Economic & Community Development  
Phone: 865.273.3520  
Email: amluckie@maryville-tn.gov

### Maryville Downtown Master Plan



#### LEGEND

On-going Development/Project	Existing Park	Proposed Trail/Sidepath
Residential Development Opportunity	New Park/Public Space	Proposed Bike Lane
Commercial Development Opportunity	Downtown Study Area	New Gateway/Monument
Mixed-Use Development Opportunity	Streetscape Improvement	New Trailhead
Building Renovation Opportunity	New Street	New All-Way Stop
Opportunity on Privately Owned Parcel	Existing Trail	New Bicycle Parking

### Central Gathering Space Vision



SECTION D: HIGHLIGHTED PROJECTS & REFERENCES

Harper Avenue - Existing Conditions



Harper Avenue - Proposed



## SECTION D: HIGHLIGHTED PROJECTS & REFERENCES

# Farragut Mixed Use Town Center Visioning Plan

Farragut, TN

## Project Scope

The Farragut Mixed-Use Town Center Visioning Plan created a community-driven framework that integrates land use, transportation, mobility, placemaking, and public space planning into actionable development scenarios. The goal of the proposed future development scenarios are to balance the economic realities of development with the community's desire to achieve high-quality and smaller-scale development. Community desired amenities are interwoven in the new developments such as integrated greenspace, event spaces, and public art. The street improvements are a key plan element, as traffic and pedestrian safety arose as major concerns of the community.

Each major street was extensively studied and recommendations included landscape medians, adequately sizing lanes, tree-lined landscape buffers, reduced turning radii, and curb access control. The community input process included four public meetings, stakeholder interviews, online surveys, and a Steering Committee.

## Description of Services Provided

- Vision plan for a mixed-use Town Center, including development scenarios and a multifunctional Town Green adjacent to Town Hall.
- Transportation and street studies with detailed recommendations for safety and connectivity: landscaped medians, lane sizing, tree-lined buffers, reduced turning radii, and access management.

- Placemaking strategies incorporating public art, event spaces, and integrated greenspaces.
- Multi-use trail system and pedestrian improvements to enhance connectivity.
- Robust community engagement including four public meetings, stakeholder interviews, online surveys, and Steering Committee guidance.

## Project Timeline

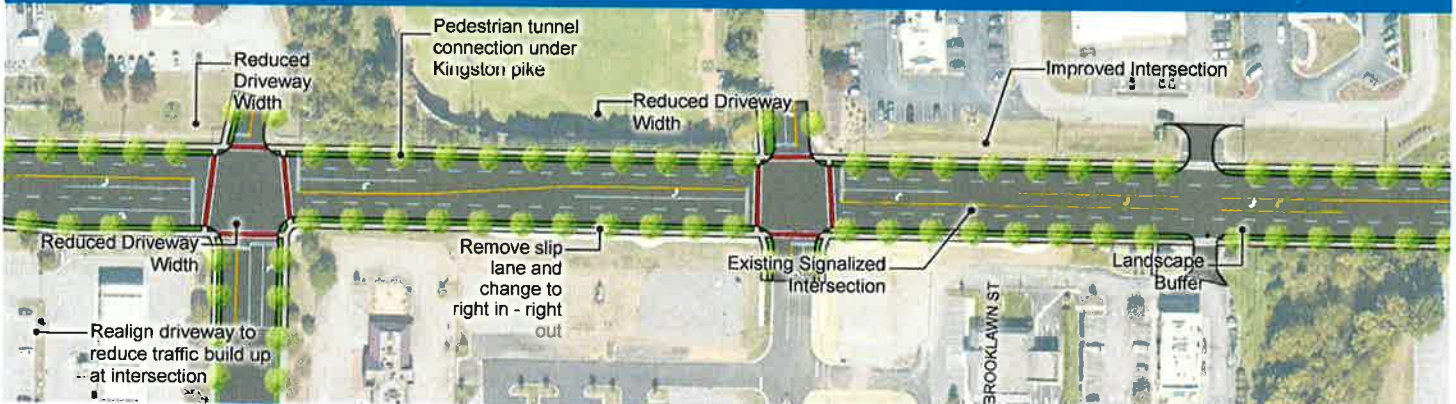
2023 - 2024

The project schedule was maintained through a clear management structure, phased milestones, and consistent coordination with Town staff and stakeholders. Work advanced sequentially from existing conditions analysis to market study, public outreach, and final recommendations, with each phase serving as a defined checkpoint. Regular feedback loops and an organized public engagement process, including meetings, interviews, and surveys helped the team stay on track and make timely adjustments, ensuring the plan was completed on schedule.

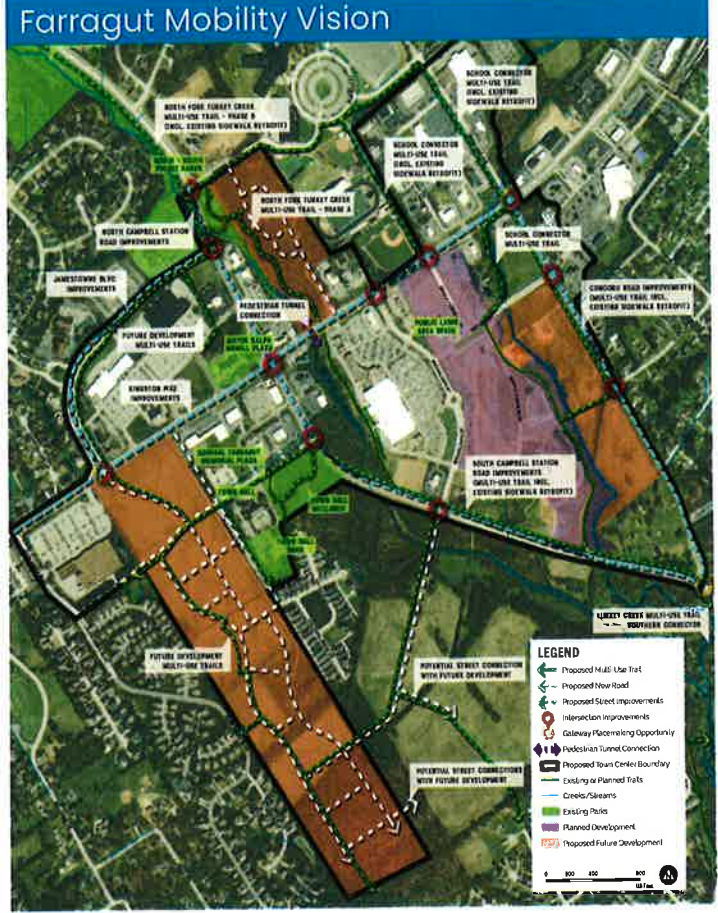
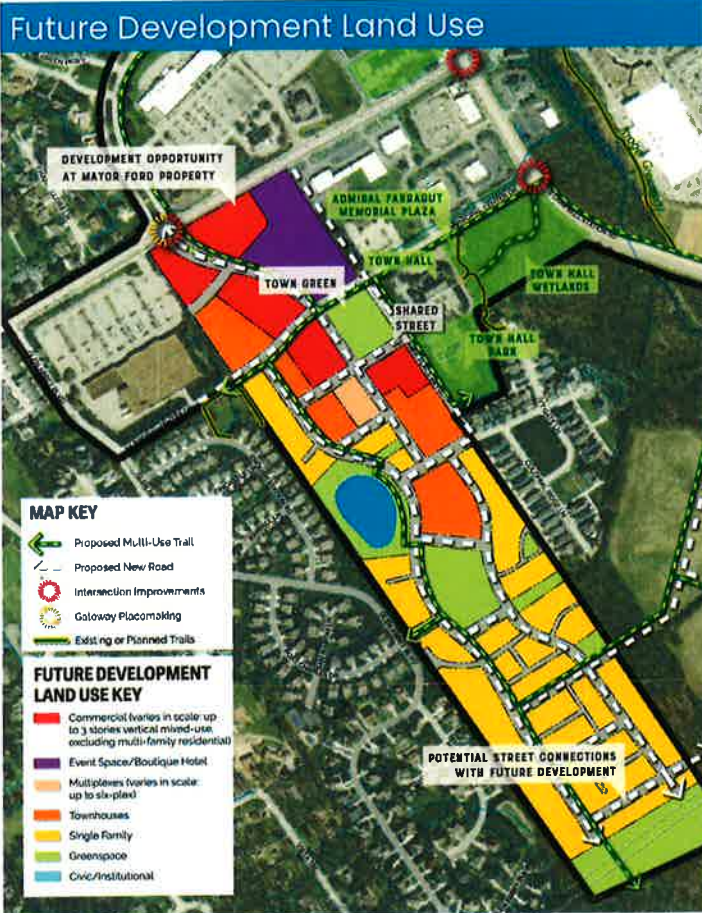
## Client Information

City of Farragut Community Development  
Mark Shipley, Community Development Director  
Phone: 865.966.7057  
Email: [mshipley@townoffarragut.org](mailto:mshipley@townoffarragut.org)

## Kingston Pike Corridor Concept



# SECTION D: HIGHLIGHTED PROJECTS & REFERENCES



## Kingston Pike & Jamestowne Boulevard Enhancements



## SECTION D: HIGHLIGHTED PROJECTS & REFERENCES

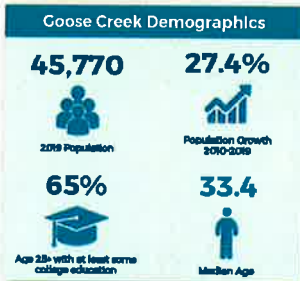
STRATEGIC PLANNING



### Goose Creek, South Carolina

#### Client Contact

Matt Brady  
Economic Development  
Manager  
Town of Mount Pleasant, SC  
843.884.8517



The City of Goose Creek has systematically created one of the most desirable places to live in the greater Charleston region. Its leadership has long sought to provide cost-effective and efficient services, exemplary civic and recreational resources, and a low cost of living, resulting in an unrivalled quality of life for its citizenry. However, the community was facing a crossroads where its residents needed additional services such as jobs and retail, and the continued growth of residential alone would not generate enough tax base to sustain the model of services the City had established.

The City hired Arnett Muldrow to create a Strategic Economic Development Plan with the goal of sustainable economic growth to support its citizenry, while maintaining its exceptional quality of life. The plan included a comprehensive

market analysis and economic profile as well as clear goals focused on business recruitment and retention, development of infrastructure to accommodate new investment, economic market position to target new business, and enhancement of local amenities that will make it desirable for new citizens as well as business.

The plan culminated in a detailed Strategy Board that outlined actions to achieve the goals, responsibilities for each task, and benchmarks to track success. The Strategy Board has been used by the City as a living implementation document. Arnett Muldrow recently completed an update to the Strategic Plan, while also using it as the foundation of its Comprehensive Plan completed in 2021.

## SECTION D: HIGHLIGHTED PROJECTS & REFERENCES

STRATEGIC PLANNING



### New Kent County, Virginia

#### Client Contact

Rodney Hathaway  
County Administrator  
New Kent County  
rahathaway@newkent-va.us  
804.966.9683



New Kent County has seen tremendous growth over the past two decades and is one of the fastest growing counties in the Commonwealth. Still, with just 22,000 residents, the County remains a small rural community at the edge of the Richmond Metro. Protecting that rural character while accommodating growth through thoughtful planning and managed economic development is critical for the County's future.

Arnett Muldrow was hired to prepare a collaborative strategic plan that aligns the efforts of the County, its departments, and partner agencies. Along with Hill Studio, Arnett Muldrow led the process that included the traditional strategic planning elements of a broad-based Vision, long-term goals, and strategic actions.

Unlike most strategic plans, this effort had a planning focus with the intent of laying the foundation for the upcoming Comprehensive Plan. Key elements included market research and economic development strategy, a Design Vision detailing the principles and development strategies for a series of future development patterns, and a community identity and branding component providing tools for the County to market and communicate its vision to its citizens, visitors, and potential investors.

The resulting plan provides guidance for the County and its partners to continue to make decisions that preserve the unique character of the County while planning for its vibrant future!

SECTION E:

# TSW Business Statement & Professional Licenses

Tunnell-Spangler & Associates, Inc. d/b/a TSW is fully licensed and qualified to perform the requested services in the State of Tennessee. We maintain an office in Chattanooga, Tennessee, and have two Registered Landscape Architects and a Professional Engineer on staff who are licensed in the state, ensuring that our team meets all professional and regulatory requirements necessary to successfully deliver this project.

## From the TN Secretary of State

TUNNELL, SPANGLER & ASSOCIATES, INC.

Entity Type: Foreign For-profit Corporation

Formed in: GEORGIA

Term of Duration: Perpetual

Status: Active

Control Number: 001032609

Initial Filing Date: 6/4/2019 2:41:00 PM

Fiscal Ending Month: December

AR Due Date: 04/01/2027

Registered Agent

C T CORPORATION SYSTEM  
300 MONTVUE RD  
KNOXVILLE, TN 37919-5546

Principal Office Address

1447 PEACHTREE ST NE STE 850  
ATLANTA, GA 30309-3029

Mailing Address

1447 PEACHTREE ST NE STE 850  
ATLANTA, GA 30309-3029

AR Standing: Good

RA Standing: Good

Other Standing: Good

Revenue Standing: N/A

## Beverly Bell (TN License Verification)

**Bell, Beverly**

Individual

License Details

**A&E Landscape Architect**

**Professional Landscape Architect**

**1426**

**Active**

**05/31/2026**

Primary Contact Information

**CHATTANOOGA, Tennessee 37415**

**Hamilton, United States**

## Brandon Sutton (TN License Verification)

Sutton, Brandon  
Individual

License Details

**A&E Landscape Architect**  
**Professional Landscape Architect**  
**1122**  
**Active**  
**06/30/2026**

Primary Contact Information

**CHATTANOOGA, Tennessee 37405**  
**Hamilton, United States**

## Bert Kuyrkendall (TN License Verification)

KUYRKENDALL, BERTRAN ROGER JR  
Individual

License Details

**A&E Engineer**  
**Professional Engineer**  
**117891**  
**Active**  
**12/31/2026**

Primary Contact Information

**CHATTANOOGA, Tennessee 37402**  
**Hamilton, United States**

# Required Forms

## DRUG-FREE WORKPLACE AFFIDAVIT

State of Tennessee, County of Knox

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

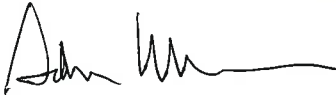
1. The undersigned is a principal officer of TSW (hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees 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.

Adam Williamson

Principal/President

Name of Officer

Title of Officer



State of Tennessee, County of Knox

Before me personally appeared Adam Williamson, 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 16th day of March, 2026.

  
\_\_\_\_\_  
Notary Public

My commission expires: July 09, 2029



**SECTION F: REQUIRED FORMS**

**Town of Farragut**

**ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION**

**ADDENDA ACKNOWLEDGEMENT:**

By submitting this Proposal, 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 checked="" 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 Proposal 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: 2026-22 Comprehensive Land Use Plan Update

Date: 3/16/26 Name of Proposer's Company: TSW

Signature of Responsible Proposer: \_\_\_\_\_

Notary's Signature: \_\_\_\_\_

Notary Seal



**SECTION F: REQUIRED FORMS**

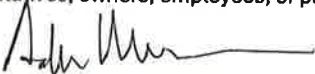
**NON-COLLUSION AFFIDAVIT**

State of Georgia

County of Fulton

Adam Williamson, being first duly sworn, deposes and says that:

- (1) He/She is the Principal of TSW, 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: Principal

Subscribed and sworn to before me this 16th day of March, 2026

  
**Notary Public**

Title

My commission expires: July 09, 2029



SECTION F: REQUIRED FORMS



STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	2026-22
CONTRACTOR LEGAL ENTITY NAME:	Tunnell-Spangler & Associates, Inc. d/b/a TSW
EDISON SUPPLIER IDENTIFICATION NUMBER:	N/A

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et seq., requires a person that attempts to contract with the state or any political subdivision of the state, including municipalities, 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 Proposer, 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  
**Adam Williamson, Principal/President**

Date: **March 16, 2026**

## SECTION F: REQUIRED FORMS



### STATE OF TENNESSEE

#### BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**SECTION F: REQUIRED FORMS**

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

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

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

	<b>March 16, 2026</b>
<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Adam Williamson, Principal</b>	<b>470.751.2366 awilliamson@tsw-design.com</b>
<b>Printed Name and Title</b>	<b>Phone Number / Email Address</b>

**SECTION F: REQUIRED FORMS**




**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.

	<b>March 16, 2026</b>
<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Adam Williamson, Principal</b>	<b>470.751.2366</b> <b>awilliamson@tsw-design.com</b>
<b>Printed Name</b>	<b>Phone Number / Email Address</b>

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


**SECTION F: REQUIRED FORMS**



**STATE OF TENNESSEE  
NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Proposer certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees. According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

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

	<b>March 16, 2026</b>
<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Adam Williamson, Principal</b>	<b>470.751.2386</b> <b>awilliamson@tsw-design.com</b>
<b>Printed Name</b>	<b>Phone Number / Email Address</b>

SECTION F: **REQUIRED FORMS**

**STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS**

**EACH VENDOR SHALL FILL IN AND SIGN THE FOLLOWING**

This is to certify that \_\_\_\_\_ **TSW** \_\_\_\_\_ have fully complied with all the requirements of Chapter No. 878 (House Bill No. 1 1 1 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference

- 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 of Chapter no. 878.


Signed: 

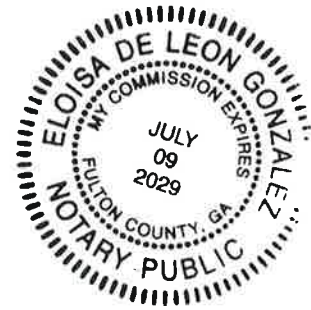
State of **Georgia**  
County of **Fulton**

Personally appeared before me, **Eloisa De Leon** the undersigned Notary Public, **Adam Williamson**, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the **TSW**

Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this day of **March 16,** 20**26**

Notary Public   
My commission expires **July 09, 2029**



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SECTION G:

# Cost Proposal

TSW's goal is to continue a partnership with the Town of Farragut and the community. We do not want fees to be a barrier preventing our selection as your planning consultant team. If our fee proposal differs significantly from the competition or what may be budgeted for this project, we would be pleased to discuss our fee proposal and refine our scope of services and specific tasks.

TASK DESCRIPTION	ESTIMATED FEE
Task A: Project Kickoff and Project Management	\$11,500
Task B: Existing Conditions Assessment	\$12,000
Task C: Community Engagement Process	\$50,905
Task D: Comprehensive Plan Development	\$54,920
Task E: Adoption of the Comprehensive Plan	\$6,260
Reimbursables (printing, travel, etc.)	\$4,000
<b>TOTAL:</b>	<b>\$139,585</b>





**Town of Farragut  
Request for Qualifications**

Request for Qualifications No. 2026-22  
Qualifications Title: Comprehensive Land Use Plan Update

**Information for Respondents**

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

RFQ Issue	02/25/25
Deadline for Questions	03/12/26
RFQ Opening	03/19/26 @2:00pm
Intent to Award	03/25/26
Board of Mayor and Alderman Approves/Contract Signed	04/09/26

Responders must submit one original and three copies (4 total): and label on the outside of the envelope as **“Sealed RFQ No. 2026-22 Comprehensive Land Use Plan Update”** (A envelope cover page has been provided)

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

- 1. Town Website** (Free):
  - o [https://link.edgepilot.com/s/e21d4051/d914nL\\_zlkSbJ5nskjuXHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17](https://link.edgepilot.com/s/e21d4051/d914nL_zlkSbJ5nskjuXHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17)
  - o Registration is required but at no cost to vendors.
- 2. Vendorlink** (Paid):
  - o <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
  - o Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
- 3. Beacon** (Paid):
  - o [https://link.edgepilot.com/s/1f6497fb/IRQ\\_l4wvpEaSC2N\\_EUh0dw?u=https://www.beaconbid.com/login](https://link.edgepilot.com/s/1f6497fb/IRQ_l4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login)
  - o Also requires vendor registration and payment, offering national visibility.
- 4. EUNA/Demand Star** (Paid):
  - o <https://www.demandstar.com/app/login>
  - o Also requires vendor registration and payment, offering national visibility.

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

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

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 nonreviewable. 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  
2<sup>nd</sup> Floor  
Farragut, TN 37934

**Confidential**

**Request for Qualifications**

**DO NOT OPEN**

**RFQ 2026-22 Comprehensive Land Use Plan Update**

**RFQ Opening Date & Time: March 19th, 2026 @ 2:00pm**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFQ.**

## Overview of the Town of Farragut

The Town of Farragut, Tennessee encompasses approximately 16 square miles of land area in east Tennessee: more specifically west Knox County. The Town borders the City of Knoxville and is bisected on its northeastern town boundary by I-40 just north of the I-40 and I-75 split. The Town has one on/off ramp onto I-40 and is approximately 20 minutes from Downtown Knoxville. This strategic location provides great access for residents to regional amenities and opportunities for continued growth.

Incorporated in 1980, the Town of Farragut is a well-educated and affluent residential community with a population of 25,579 (Census 2023 EST). The Town is fiscally stable with sales tax (local option and state-shared revenue) as its primary source of revenue. The Town does not impose a Town property tax. Law enforcement services are provided by Knox County Sheriff's Office, fire department services are provided by Rural Metro (private subscription-based company), and utility services are provided by quasi-governmental "utility districts" (First Utility District for water/sewer, Knoxville Utilities Board for gas, Lenoir City Utilities Board for electric). The Town's major services are Planning and Codes, Parks and Recreation, Engineering, and Public Works.

## Project Background

This project will involve a complete update of the Town's existing Comprehensive Land Use Plan (CLUP) that was adopted in December of 2012. [Current Comprehensive Land Use](#) The CLUP adopted in 2012 was an update to the Transportation and Land Use Policy Plan that was adopted in February of 2001. [Farragut Land Use and Transportation Policy Plan 2001-2011](#)

The CLUP Update of 2012 included eight key strategies developed from community input that the Town was to prioritize through implementation measures to be applied through the year 2025. Since 2012, the Town has actively used the CLUP to make numerous updates to its regulations that have helped address the strategies identified in the CLUP. Some of the accomplishments include:

Strategy 1. Bring About a Downtown. The Town Center land use portion of the Town has been transformed from a series of abandoned buildings to high quality new and re-development. The Farragut Town Center at Biddle Farms project, in particular, was completed recently and has helped create a "downtown" project with a mixture of uses and significant public spaces.

Strategy 2. Repair Aging Shopping Centers. Through code enforcement provisions and incentivizing re-development, some aging shopping centers were either completely remodeled or removed for new development.

Strategy 3. Encourage Greater Housing Choice. Through updates to the Town's residential zoning districts and the Planned Development District, more variety of housing has been created in the Town so that there are options for a mixture of age groups and demographics.

Strategy 4. Increase Connectivity. Changes were made to the Subdivision Regulations and Access Ordinance to require connectivity. This has helped provide more transportation options to help reduce congestion and improve safety. Most developments are now required to have at least more than one way in and out of the development.

Strategy 5. Capitalize on Our Heritage. The Town purchased and completely restored a pre-civil war home that is in the heart of the Town Center and provides small venue space and office space for the Town's Tourism Department. On the same property, a pocket park has been created for smaller community events. The Town has also actively marketed its heritage through its Folklife Museum in the Town Hall and with wayfinding and interpretive kiosks along shared use paths.

Strategy 6. Expand Our Borders. Though the Town did annex a property at the request of the property owner, the Tennessee Code has significantly limited the ability for municipalities to annex. This is unlikely to change at least in the foreseeable future.

Strategy 7. Enhance Our Identity (Natural and Built). In addition to notable improvements in the Town Center portion of Farragut, the Town has updated ordinances to require a high degree of more timeless materials on the façade of new buildings. There has also been a focus on incorporating streetscaping into the design of all developments. The Town is currently implementing a wayfinding program that will be initially applied to the Town Center and major entrances to the Town to help enhance the identity of the Town and its Town Center area.

Strategy 8. Plan for the Remaining Vacant Parcels. The updates to Town regulations noted in some of the other strategies have helped to create high quality developments on the parcels that have been developed since the 2012 CLUP update. Moving forward, this will be a major focus of the next Comprehensive Land Use Plan.

## **Town Staff Initiated Updates to the CLUP**

Since the summer of 2017, Town staff has worked with a steering committee (CLUP Steering Committee) that was established to work with the CLUP and evaluate different priority areas to determine if any updates were needed based on changing conditions or community desires. Consistent with its past, the Town relies heavily on planning and visioning and has used its CLUP to guide new and/or updated ordinances, the development of the Capital Investment Plan, and as a tool for evaluating rezoning requests. The CLUP Steering Committee has worked with the community to update four priority areas (Watt Road, Outlet Drive/Snyder Road, Southwest portion of McFee Road, and Kingston Pike/Smith Road/Boring Road).

## **Scope of Work**

As demonstrated above, the Town values its comprehensive plan and uses it extensively. As the Town continues to approach a build out of its vacant tracts, the next comprehensive plan will be critical in terms of providing guidance on what the community would like to see. With limited undeveloped land, another component of the next comprehensive plan will be a focus on infill and re-development. The next comprehensive plan will also need to thoroughly examine the transportation network in the Town and determine how to improve efficiency, particularly through its built environment. Key to all of this will be a program for robust community engagement guided by an outside entity. The Board of Mayor and Aldermen allocated money in the Town's budget to pursue this desire. The scope of work that the selected firm will be asked to deliver will include the following:

1. Meeting with the appropriate Town staff and officials to establish an overview of the Town, its critical undeveloped tracts, and to discuss the specifics of the project, and the desired outcomes.
2. Evaluate existing conditions in terms of planned projects (including transportation and park projects), existing land use, currently designated future land use, zoning, public spaces, natural areas, vacant lands, new development and re-development opportunities, and the overall transportation network both within the Town and the immediate vicinity of the Town.
3. Evaluate the market and socio-economic factors to determine what may be possible and/or in demand should it be something the community would want to provide for.
4. Develop and conduct a citizen engagement process with the goal of establishing a clear and realistic vision for desired land use and transportation elements associated with new development and re-development. The citizen engagement process must include components that will maximize desired input. This will involve, at a minimum, in person workshop sessions, surveys, and other forms of outreach coordinated with the appropriate Town staff.
5. Meet with Town staff and potential stakeholders and a steering committee to review public input.
6. Provide recommendations for the new Comprehensive Plan based on the results of the citizen engagement process.
7. Develop a draft of the Comprehensive Plan for additional community input. The Plan should heavily focus on images and illustrations to convey information so that it is easy to understand and follow.
8. Finalize the Comprehensive Plan and establish and prioritize an implementation program for the Town to be working on for the target year 2040 “Farragut 2040.” This should also include a schedule for periodic evaluation of the Plan and any updates that may be needed.

## **Project Timeline**

The selected Consultant shall commence work on the Comprehensive Land Use Plan on May 1, 2026. The Consultant will be responsible for completing all tasks, deliverables, and final documentation associated with the Plan within twelve (12) months of the start date. The final Comprehensive Land Use Plan, including all required revisions following staff and community review, must be completed and delivered no later than April 30, 2027.

The Consultant’s proposed project schedule shall:

- Identify major milestones, deliverables, and meetings;
- Show interim deadlines for draft reports, public engagement activities, and plan development phases; and
- Ensure adequate time for review by Town staff, the Planning Commission, and the Board of Mayor and Aldermen prior to the final adoption of the Plan.

Extensions to the project timeline will be considered only under exceptional circumstances and must be approved in writing by the Town.

## 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:

<p><u>Experience</u>: The Town will evaluate the overall experience of the team, to include broad expertise and expertise specific to master planning as detailed in this document</p>	25%
<p><u>Proposed Schedule</u>: The Town will evaluate the proposed schedule for compliance with the RFQ. The proposal shall state whether or not existing contractual commitments of similar scope and priority are likely to have a negative impact on the proposer’s ability to service this contract.</p>	15%
<p><u>Staffing</u>: The Town will evaluate the proposed team’s experience and qualifications for providing the services described in this RFQ, including the specialized experience of the key personnel proposed for this project in their represented field.</p>	15%
<p><u>Project Approach and Methodology</u>: Understanding of the project requirements, proposed methodology for existing conditions, analysis, site analysis, and innovative planning solutions.</p>	25%
<p><u>Community Engagement Strategy</u>: Specific plans for public meetings and incorporating community feedback.</p>	20%

## 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 supplemental information that might enhance the Town's understanding of the firm and its experience/qualifications. (Limit to 2 pages)
- I. Required Forms:
  - a. Drug Free Workplace
  - b. List of any subcontractors
  - c. Addenda Acknowledgement
  - d. Non-Collusion Affidavit
  - e. Iran Divestment Act Certification
  - f. Byrd Anti-Lobbying Certification
  - g. Certification regarding debarment, suspension, and other responsibility matters
  - h. Non-Boycott of Israel Certification
  - i. Statement of Illegal Immigrants

The contents of this Request for Qualifications (RFQ), including all terms, conditions, specifications, and requirements, as well as the selected firm's response, 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 vendors/vendors are bound by such addenda.
4. **USE OF SOLICITATION FORMS.** Vendors are to complete the forms contained in the solicitation package. Failure to complete these forms may result in the rejection of your response.  
  
Vendors are not to change the pricing method that is on the solicitation document unless the Procurement/Finance office approves the change.
5. **BID WITHDRAWAL.** A Vendor may withdraw or amend a solicitation response before the date and time set for the receipt of bids without stating a reason. Bids may not be withdrawn without the Town of Farragut’s approval after the bid opening. If granted, withdrawal after the due date is non-reversible. Bid withdrawal may affect your bid bond (if any).
6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the Town of Farragut (“Town”).
7. **ALTERATIONS OR ADMENDMENTS.** Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the Town of Farragut’s prior written approval.
8. **APPROPRIATION.** In the event funds are not appropriated by the Town of Farragut for the goods and/or services or insufficient funds exist to purchase the goods and/or services, awards and/or contracts shall terminate upon the expenditure or previously appropriated funds with no further obligations owed to or by either party.

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

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

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

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

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

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

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

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

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

16. **INDEMNIFICATION/HOLD HARMLESS.** The Vendor shall indemnify, defend, save and hold harmless the Town of Farragut, its Mayor of Board, Alderman and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by vendor, its sub-vendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of vendor, its sub-vendors, suppliers, agents or employees.
17. **INSURANCE.** A Vendor working on the Town of Farragut property shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Vendor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
- a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
  - b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
  - c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
  - d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

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

- i. The Town of Farragut, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
    - a) Commercial General Liability
    - b) Auto Liability
  - ii. A vendor's insurance must be primary insurance as respects performance of subject contract.
  - iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.
18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.

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

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

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

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

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

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

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

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

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

36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.
37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

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

**DRUG-FREE WORKPLACE AFFIDAVIT**

**State of Tennessee, County of Knox**

The undersigned, principal officer of \_\_\_\_\_, 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 \_\_\_\_\_ (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.

\_\_\_\_\_

Name of Officer
Title of Officer

**State of Tennessee, County of Knox**

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: \_\_\_\_\_

**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: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

My commission expires: \_\_\_\_\_



**STATE OF TENNESSEE**

**IRAN DIVESTMENT ACT CERTIFICATION**

<b>SUBJECT CONTRACT NUMBER(S):</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER:</b>	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et seq., requires a person that attempts to contract with the state or any political subdivision of the state, including municipalities, 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 Proposer, 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, 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 Proposal 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: 2026-22 Comprehensive Land Use Plan Update

Date: \_\_\_\_\_ Name of Proposer's Company: \_\_\_\_\_

Signature of Responsible Proposer: \_\_\_\_\_

Notary's Signature: \_\_\_\_\_

Notary Seal



**STATE OF TENNESSEE**

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

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

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

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name and Title</b>	<b>Phone Number / Email Address</b>



**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 statues 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.

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

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



**STATE OF TENNESSEE  
NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Proposer certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees. According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

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

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

# STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

## EACH VENDOR SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that \_\_\_\_\_ have fully complied with all the requirements of Chapter No. 878 (House Bill No. 1 1 1 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference

- 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 of Chapter no. 878.

Signed: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appeared before me, \_\_\_\_\_ the undersigned Notary Public, \_\_\_\_\_, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the \_\_\_\_\_

Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



**Town of Farragut**

**Addendum 1**

**RFQ No. 2026-22**

**Comprehensive Land Use Plan  
3/13/2026**

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 bid opening that the Proposer has failed to acknowledge receipt of **ALL** issued addenda; the Proposer's Bid 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.

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Q11. Can the Town clarify if the envelope cover page needs to be treated a label on the outside of the envelope containing the sealed qualifications packages?

A1. The Town can confirm that the envelope cover page does not have to be used strictly as an exterior label on the outside mailing envelope. You may either (1) affix the cover information to the outside of your package, or (2) place a clearly marked inner envelope containing the sealed qualifications inside your shipping package. In either case, the key requirement is that the full submittal is clearly labeled so it can be readily identified and handled as a sealed qualifications package upon receipt.

Q2. 2. Does the outside of the sealed envelope need to be separately labeled "Sealed RFQ No. 2026-22 Comprehensive Land Use Plan Update" apart from the envelope cover page?

A2. See the answer to question 1

Q3. 3. If we have any redline requests to the Town of Farragut Terms and Conditions, should we include those in our qualifications package?

A3. This RFQ is a submittal of qualifications only and not the stage for contract negotiations. Please do not include redline changes to the Town's Terms and Conditions in your qualifications package. Any questions or requested modifications to the Terms and Conditions will be addressed, if necessary, during contract negotiations with the firm selected for award.

Q4. 4. Should we assume that the terms for a professional services contract will apply here?

A4. Yes. The Town's standard terms and conditions for professional services will apply to the resulting contract.

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

Tessa Cortes, Finance Director [tcortes@townoffarragut.org](mailto:tcortes@townoffarragut.org)

The Finance Director 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.***

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Eric Schindler, Assistant Town Engineer

**Subject:** Approval of Contract 2026-24, South Monticello Road Culvert Replacement.

**Introduction & Background:** This agenda item is for approval to award contract 2026-24, South Monticello Road Culvert Replacement, to Adams Contracting LLC.

**Discussion & Recommendations:** The stormwater pipe that crosses under South Monticello Road near 11619 South Monticello Road has deteriorated and is in need of replacement. The existing 42" corrugated metal pipe will be removed and replaced with 42" reinforced concrete pipe, along with the replacement of two endwalls, and replacement of curb inlets to ensure effective drainage. We received four bids on March 31st, 2026. The bids were as follows:

- Advanced Grading Worx LLC: \$209,312.20
- Whaley Construction LLC: \$204,137.00
- Wilamut Construction Co., LLC \$170,513.31
- Adams Contracting LLC, \$139,767.00

Adams Contracting LLC was the low bidder with a total bid of \$139,767.00. The Town has not contracted with Adams Contracting in the past, but references (including City of Maryville) have expressed that Adams maintains a reputation of excellent work.

**Account Number: 316-43150-4800**

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$400,000	\$139,767	\$33,750	\$226,483

**Approved By: Finance Director Tessa Cortes**

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

**Proposed Motion:** Approval of bids and award of contract 2026-24, South Monticello Road Culvert Replacement to Adams Contracting LLC for their low bid of \$139,767.00.

# AGREEMENT

Contract No. 2026-24

## South Monticello Road Culvert Replacement

This agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2026 by and between the;

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

**Adams Contracting, LLC** (Hereinafter called Contractor)  
131 Prosperous Place, Suite 19A  
Lexington, KY 40509

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

### ARTICLE 1. WORK

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

### ARTICLE 2. ADMINISTRATOR

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

### ARTICLE 3. CONTRACT TIME

#### Substantial Completion

The Contractor shall achieve Substantial Completion of the project within 10 weeks from the date of the Notice to Proceed. Substantial Completion is defined as the point at which the existing pipe has been removed, the new pipe has been installed and carrying water as expected, and the road surface has been fully replaced and is open to traffic.

#### Final Completion and Payment

The Contractor shall achieve Final Completion of all work, including correction of punch list items, final cleanup, and submission of all required documentation, within 12 weeks from the date of the Notice to Proceed. Final payment will be processed upon the Engineer's acceptance of all contract deliverables and confirmation that all work has been completed in accordance with the contract documents.

#### ARTICLE 4. CONTRACT PRICE

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

#### ARTICLE 5. CONTRACT DOCUMENTS

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

- A. Agreement
- B. Instructions to Bidders
- C. Special Conditions
- D. General Conditions
- E. Specifications for S. Monticello Road Culvert Replacement
- F. On-Call Work Order(s)
- G. Contractor's Bid
- H. Addenda
- I. Change Orders, duly delivered and executed by each party execution of this Agreement.
- J. Affidavits and Certifications

#### ARTICLE 6. MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed only by a written instrument signed by the party to be charged.

- D. **Guarantee and Correction of Work After Final Payment:** Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work by the Owner.  
The Owner shall give notice of observed defects with reasonable promptness. The Engineer subject to arbitration shall decide all questions arising under this article.

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

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

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

and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required of Contract 2026-24, South Monticello Road Culvert Replacement all in accordance with the bid specifications and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

Per Bid Form signed and submitted on 3/31/2026.

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

**OWNER:**

**Town of Farragut**

11408 Municipal Center Drive

Farragut, TN 37934

BY:

\_\_\_\_\_

(Printed or Typed)

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**CONTRACTOR:**

Adams Contracting LLC

BY:

\_\_\_\_\_

Scott Adams, PE

(Printed or Typed)

Title President

ATTEST:

\_\_\_\_\_





Bid Tabulation Sheet

Bid Title: South Monticello Road Culvert Replacement  
 Bid No. 2026-24  
 Opening Date & Time: March 31st, 2026 @2:00PM

ITEM NO.	DESCRIPTION	UNIT	QTY.	Whaley Construction LLC		Adams Contracting LLC		Wilamut Construction Co., LLC		Advanced Grading Worx LLC	
				UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
105-01	CONSTRUCTION STAKES, LINES AND GRADES	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,410.25	\$ 3,410.25	\$ 7,500.00	\$ 7,500.00
201-01	CLEARING AND GRUBBING	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,557.69	\$ 2,557.69	\$ 5,000.00	\$ 5,000.00
201-07.01	REMOVAL AND DISPOSAL OF BRUSH & TREES	1	LS	\$ 8,460.00	\$ 8,460.00	\$ 5,000.00	\$ 5,000.00	\$ 5,115.37	\$ 5,115.37	\$ 3,500.00	\$ 3,500.00
202-02.21	REMOVAL OF PIPE (STORM PIPE)	50	L.F.	\$ 46.00	\$ 2,300.00	\$ 25.00	\$ 1,250.00	\$ 68.20	\$ 3,410.00	\$ 100.00	\$ 5,000.00
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	70	S.Y.	\$ 31.00	\$ 2,170.00	\$ 35.00	\$ 2,450.00	\$ 121.79	\$ 8,525.30	\$ 30.00	\$ 2,100.00
202-04.01	REMOVAL OF STRUCTURES	3	LS	\$ 3,627.00	\$ 10,881.00	\$ 1,500.00	\$ 4,500.00	\$ 3,978.62	\$ 11,935.86	\$ 1,500.00	\$ 4,500.00
202-08.15	REMOVAL OF CURB AND GUTTER	50	L.F.	\$ 24.00	\$ 1,200.00	\$ 13.00	\$ 650.00	\$ 102.31	\$ 5,115.50	\$ 50.00	\$ 2,500.00
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	270	L.F.	\$ 6.00	\$ 1,620.00	\$ 6.00	\$ 1,620.00	\$ 15.79	\$ 4,263.30	\$ 11.11	\$ 2,999.70
209-08.08	ENHANCED ROCK CHECK DAM	5	EACH	\$ 2,070.00	\$ 10,350.00	\$ 600.00	\$ 3,000.00	\$ 682.05	\$ 3,410.25	\$ 400.00	\$ 2,000.00
209-65.01	TEMPORARY STREAM DIVERSION (SUSPENDED PIPE)	1	EACH	\$ 13,000.00	\$ 13,000.00	\$ 7,500.00	\$ 7,500.00	\$ 12,362.15	\$ 12,362.15	\$ 10,000.00	\$ 10,000.00
303-01	MINERAL AGGREGATE, TYPE A, GRADING "D"	32	TON	\$ 73.00	\$ 2,336.00	\$ 75.00	\$ 2,400.00	\$ 79.93	\$ 2,557.76	\$ 400.00	\$ 12,800.00
307-02.01	ASPHALT CONCRETE MIX PG70-22 GRADING "A"	9	TON	\$ 350.00	\$ 3,150.00	\$ 510.00	\$ 4,590.00	\$ 473.65	\$ 4,262.85	\$ 400.00	\$ 3,600.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	0.04	TON	\$ 2,500.00	\$ 100.00	\$ 6,000.00	\$ 240.00	\$ 10,657.02	\$ 426.28	\$ 20,000.00	\$ 800.00
411-02.11	ACS MIX (PG70-22) GRADING D	6	TON	\$ 350.00	\$ 2,100.00	\$ 610.00	\$ 3,660.00	\$ 426.28	\$ 2,557.68	\$ 400.00	\$ 2,400.00
607-08.02	42" CONCRETE PIPE CULVERT (CLASS III)	38	L.F.	\$ 351.00	\$ 13,338.00	\$ 300.00	\$ 11,400.00	\$ 179.49	\$ 6,820.62	\$ 500.00	\$ 19,000.00
611-07.66	42" ENDWALL (CROSS DRAIN) 3:1	2	EACH	\$ 9,670.00	\$ 19,340.00	\$ 6,500.00	\$ 13,000.00	\$ 2,557.69	\$ 5,115.38	\$ 15,000.00	\$ 30,000.00
611-14.02	CATCH BASINS, TYPE 14, >4'-8" DEPTH	2	EACH	\$ 10,023.00	\$ 20,046.00	\$ 9,500.00	\$ 19,000.00	\$ 15,346.12	\$ 30,692.24	\$ 15,000.00	\$ 30,000.00
702-01.01	SLOPING CONCRETE CURB	50	L.F.	\$ 145.00	\$ 7,250.00	\$ 110.00	\$ 5,500.00	\$ 102.31	\$ 5,115.50	\$ 200.00	\$ 10,000.00
712-01	TRAFFIC CONTROL	1	LS	\$ 1,350.00	\$ 1,350.00	\$ 4,000.00	\$ 4,000.00	\$ 8,525.62	\$ 8,525.62	\$ 2,000.00	\$ 2,000.00
712-06	SIGNS (CONSTRUCTION)	175	S.F.	\$ 10.00	\$ 1,750.00	\$ 9.00	\$ 1,575.00	\$ 4.87	\$ 852.25	\$ 11.50	\$ 2,012.50
712-07.03	TEMPORARY BARRICADES (TYPE III)	24	L.F.	\$ 20.00	\$ 480.00	\$ 18.00	\$ 432.00	\$ 35.52	\$ 852.48	\$ 31.25	\$ 750.00
717-01	MOBILIZATION	1	LS	\$ 51,016.00	\$ 51,016.00	\$ 30,500.00	\$ 30,500.00	\$ 28,987.11	\$ 28,987.11	\$ 35,000.00	\$ 35,000.00
740-11.02	TEMPORARY SEDIMENT TUBE 12IN	100	L.F.	\$ 6.00	\$ 600.00	\$ 7.00	\$ 700.00	\$ 17.05	\$ 1,705.00	\$ 6.00	\$ 600.00
802-01.1	TREES (LANDSCAPING)	1	LS	\$ 12,800.00	\$ 12,800.00	\$ 5,200.00	\$ 5,200.00	\$ 5,115.37	\$ 5,115.37	\$ 3,000.00	\$ 3,000.00
803-01	SODDING (NEW SOD)	350	S.Y.	\$ 10.00	\$ 3,500.00	\$ 16.00	\$ 5,600.00	\$ 19.49	\$ 6,821.50	\$ 35.00	\$ 12,250.00
TOTAL				\$	\$ 204,137.00	\$	\$ 139,767.00	\$	\$ 170,513.31	\$	\$ 209,312.20

CONTRACT PAYMENT AND PERFORMANCE BOND

Note: to be filled out post-award

CONTRACT NO. 2026-24

Be Adams Contracting, LLC it known that  
and Nationwide Mutual Insurance Company, as Principal,  
and Nationwide Mutual Insurance Company, as  
Surety(ies), all authorized to do business in the State of Tennessee, hereby bind  
themselves to the TOWN OF FARRAGUT, and other potential claimants, for all  
obligations incurred by the Principal under its contract with TOWN OF FARRAGUT,  
for the construction of the above identified contract; in the full contract amount of  
One hundred thirty nine thousand, seven hundred sixty seven dollars and 00/100

(\$ 139,767.00).

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

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

**Payment Bond.** To the TOWN OF FARRAGUT and all "Claimants," as contemplated by  
T.C.A. Title 54, chapter 5, in the full contract amount of  
One hundred thirty nine thousand, seven hundred sixty seven dollars and 00/100

(\$ 139,767.00), in order to secure the payment in full of all timely claims  
under the project.

**Performance Bond.** To the TOWN OF FARRAGUT in the full contract amount of  
One hundred thirty nine thousand, seven hundred sixty seven dollars and 00/100

(\$ 139,767.00), in order to secure the full and faithful performance and  
timely completion of the project according to its plans and specifications, inclusive of  
overpayments to the contractor and liquidated damages as assessed.

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

**In witness whereof we have signed this instrument as dated.**

**Principal/Contractor 1:** Adams Contracting, LLC

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title Scott Adams, PE, President

**(For Joint Venture) Principal/Contractor**

**2:** \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**Surety 1:** Nationwide Mutual Insurance Company

By: \_\_\_\_\_  
\_\_\_\_\_

Attorney-in-Fact

Emma K Harvey, Attorney-in-Fact

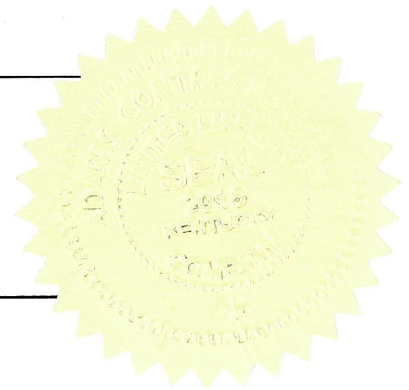
Printed Name

**Surety 2:**

By: \_\_\_\_\_  
\_\_\_\_\_

Attorney-in-Fact

Printed Name



Houchens Insurance Group	
Agency Name	Agency Name
1240 Fairway St	
Street Address	Street Address
Bowling Green, KY 42103	
City/State/Zip	City/State/Zip

(Seal)

(Seal)

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

**For Surety 1: For Surety 2:**

Nationwide Mutual Insurance Company

Name	Name
One West Nationwide Blvd, 1-14-301	
Address	Address
Columbus	
City	City
OH 43215	
State/Zip	State/Zip
(614) 249-7111	
Phone Number	Phone Number

Fax Number Fax Number

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
AUDREY K FONES; EMMA K HARVEY; KENNY ALBERT; LAKALA CARTER; MELISSA PROPST; STEVEN M BAAS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

[Handwritten signature of Karen L. Karn]
Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this \_\_\_\_\_ day of

\_\_\_\_\_

[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Darryl Smith, Town Engineer

**Subject:** Approval of Request from First Utility District for Easements on Town-owned Property at 11700 Campbell Lakes Drive

**Introduction & Background:** The purpose of this item is approval of a request from First Utility District for a utility easement on property owned by the Town at 11700 Campbell Lakes Drive.

**Discussion & Recommendations:** First Utility District (FUD) is beginning Phase 2 of their "B" Line Sanitary Sewer upgrade north of Grigsby Chapel Road, and is requesting the Town grant easements on property near the western end of Campbell Lakes Drive (11700 Campbell Lakes Drive, as shown on the attached Exhibit "A"). The easements will accommodate the extension of FUD's new sanitary sewer, which will replace the existing 10" - 12" sanitary sewer line currently extending through the property. The old sanitary line will be abandoned, and its easement will be released. The new sewer line is being re-routed to avoid the Town's electrical box and bike rack, which would otherwise be disturbed if FUD installs within the existing easement. In addition to the 20' permanent easement centered on the new sewer line, FUD requests a 17.5' temporary easement on each side of the 20' easement that will allow working room for installation of the new line. The Town has routinely granted easements to FUD on Town-owned property when needed. Staff does not anticipate a future need by the Town to use the property delineated by the easements, and recommends granting the easements to First Utility District.

**Recommended By:** Darryl Smith, Town Engineer for approval.

**Proposed Motion:** To approve the request from First Utility District for easements on Town-owned property at 11700 Campbell Lakes Drive.

THIS INSTRUMENT PREPARED BY:  
Croley, Davidson & Huie, PLLC  
800 S. Gay Street, St. 1700  
Knoxville, TN 37929  
(File 260365/nms)

Knox County, Tennessee  
Map 130N, Group B, Parcel 017.00

## UTILITY EASEMENT

THIS EASEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **TOWN OF FARRAGUT, a Tennessee municipality** (hereinafter the "Owner") and **THE FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE**, (hereinafter "FUD").

**FACTS:** Owner acquired title to a tract of property described in Warranty Book 2142, page 371, in the Knox County Register's Office, which includes the property depicted on drawing attached hereto as Exhibit "A" and more particularly bounded and described on Exhibit "B" attached hereto (the "Easement Tract"). FUD desires to install utility facilities and lines on the Easement Tract. The Owner has agreed that FUD can have an easement across the Easement Tract for its utility facilities and utility lines owned by FUD. By executing this easement, Owner acknowledged that FUD has compensated the Owner an amount that the Owner agrees is a reasonable payment for the easement given to FUD under this Agreement. Based on all of the above, the Owner agrees as follows:

1. The Owner grants to FUD an access and permanent utility easement under and across the Easement Tract and agrees that FUD has the perpetual right to enter on the Easement Tract and to do those things that are necessary to place, construct, operate, repair, maintain, remove and replace on the Easement Tract one or more utility lines and related equipment and facilities, (all herein included in the term "utility line") that is owned by FUD. It is agreed that the EASEMENT TRACT shall include a TEMPORARY CONSTRUCTION EASEMENT as depicted and described on Exhibits "A" and "B" attached hereto. The Owner agrees that FUD shall have reasonable access across Owner's property to reach the Easement Tract as may be needed. The Easement Tract is further defined and limited to only that area in which the utility lines are actually installed, as depicted on Exhibits "A" and "B" attached hereto.
2. The Owner understands and agrees that:
  - a. FUD has agreed that it will restore the Easement Tract after it installs the utility line. Trees, shrubbery and other vegetation located in the Easement Tract may be removed by FUD during construction and FUD is not obligated to replace trees, shrubbery or other vegetation (other than grass) within the Easement Tract that is removed or disturbed.
  - b. FUD has the right to keep the Easement Tract free and clear of buildings, trees, and anything else that interferes with the installation, maintenance and use of the utility line on the Easement Tract.
  - c. Three (3) days before allowing any digging or other work on the Easement Tract by any persons or entities other than FUD, the Owners will notify the person(s) doing the work of the existence of this Agreement and will instruct the person(s) doing the work that they must contact FUD prior to working.
  - d. The Easement Tract will not be used for anything that will interfere with or endanger the use and operation of the utility line that is placed on the Easement Tract. No permanent structure will be erected on the Easement Tract.
  - e. The ground level of the Easement Tract will not be changed by Owners without FUD's written approval in advance. Approval shall not be unreasonably withheld by FUD.
3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility line installed on the Easement Tract by FUD. The Owner is only granting FUD an easement over, under and across the Easement Tract. The Easement Tract will continue to be owned by the Owner.

4. Ownership of the property was determined by a review of warranty deeds, tax records, and a limited title opinion. No subordination of liens was obtained for this property. The Owner, by executing this Agreement, represents that it is the owner of the Easement Tract and has the exclusive right to receive the compensation paid by FUD and to grant the rights to FUD as set forth in this Agreement. The Owner agrees to defend and hold FUD harmless in the event of any legal or financial claim by any third party to such compensation or otherwise involving FUD's rights as set forth in this Agreement.

5. FUD, for itself and on behalf of its employees, agents, contractors, subcontractors, invitees and licensees, shall indemnify, defend and hold Owner harmless from any and all claims, damages, liens, liabilities, judgments and/or expenses arising in connection with the performance or non-performance by FUD of this Agreement and any matters related thereto, including court costs and reasonable attorney's fees, unless caused by the negligence or misconduct of Owner or any of its contractors, subcontractors, agents or employees.

6. This Agreement is intended to be binding on and to benefit FUD and its successors and assigns and the Owner and Owner's successors and assigns. In this Agreement, the singular shall include the plural, the plural the singular and the use of any gender is meant to refer to all genders.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed as of the day and year first written

TOWN OF FARRAGUT

By: \_\_\_\_\_

Its: \_\_\_\_\_

ACCEPTED BY:

FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE

By: \_\_\_\_\_

Its: \_\_\_\_\_





### FARRAGUT COMMONS UNIT 3

PLAT CAB. N / SLIDE 177-C  
TOWN OF FARRAGUT  
D.B. 2157 / PG. 159  
0 FARRAGUT COMMONS DRIVE

17.5' TEMP. CONSTRUCTION  
EASEMENT #2  
1,929.59 S.F. / 0.044 AC.

### FARRAGUT COMMONS PHASE 4

PLAT CAB. P / SLIDE 241-A  
TOWN OF FARRAGUT  
D.B. 2146 / PG. 1101  
0 N CAMPBELL  
STATION RD

UTILITY & DRAINAGE EASE.  
(PER PLAT OF RECORD)

### FARRAGUT COMMONS PHASE 4

PLAT CAB. P / SLIDE 241-A  
TOWN OF FARRAGUT  
D.B. 2142 / PG. 371  
11700 CAMPBELL LAKES DRIVE

PROPOSED SEWER LINE

17.5' TEMP. CONSTRUCTION EASE. #1  
1,122.40 S.F. / 0.026 AC.

### LOT 1 DDSDLS, LLC PROPERTY

#202503050045674  
DDSDLS LLC.  
#201401070040856  
707 N CAMPBELL STATION RD.

EXISTING EASEMENT  
TO BE RELEASED

### POINT OF BEGINNING

N 573830.59  
E 2508710.29

CAMPBELL  
LAKES DRIVE

### LINE TABLE

LINE	LENGTH	BEARING
L1	64.28'	S 25°09'14" E
L2	15.28'	S 66°30'33" W
L3	49.64'	S 20°41'43" E
L4	0.87'	S 66°38'00" W
L5	114.20'	N 25°09'14" W
L6	20.02'	N 67°25'13" E

#### EASEMENT NOTES:

1. First Utility District of Knoxville has the right to install and operate on the Easement Tract utility lines and related equipment and facilities only for the utility services that First Utility District of Knoxville provides.
2. This easement document was prepared by Cannon & Cannon, Inc. 10025 Investment Dr. Suite 120 however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.



Prepared By: Cannon & Cannon, Inc.  
 Address: 10025 Investment Dr. Suite 120  
Knoxville, Tennessee 37932  
 Date: 3/18/2026 W.O. No.: \_\_\_\_\_  
 Appd. By: JDW Chkd. By: JDW

Exhibit "A"  
(PARCEL 17.00)  
Scale: 1" = 30'

County of Knox Map No.: \_\_\_\_\_  
 Tax Map No. 130-N "B" Parcel No. 17.00  
 Deed Book: 2142 Page: 371  
 District 6 Ward N/A City Block N/A  
 Field Book: N/A



CCI# 00969-0102

## EXHIBIT "B"

### LEGAL DESCRIPTION TOWN OF FARRAGUT

**Situated** in the Sixth (6th) Civil District of Knox County, Tennessee, within the corporate limits of the Town of Farragut and being a 20' FUD Access and Utility Easement with associated 17.5' Temporary Construction Easements crossing a portion of Tax Parcel 17.00 on Tax Map 130-N "B" (Deed Book 2142, Page 371), more particularly described as follows:

#### 20' ACCESS AND UTILITY EASEMENT

**BEGINNING** on a point in the southeastern right-of-way line of Campbell Lakes Drive, said point bearing Tennessee State Plane, NAD 83 (2011) grid coordinates of Northing 573,830.59 Easting 2,508,710.29;

Thence leaving the southeastern right-of-way line of Campbell Lakes Drive and with the remaining lands of the subject tract, S 25° 09' 14" E, 64.28 feet to a point in the northwestern line of DDSDLs, Inc. (Instrument Number 201401070040856);

Thence with the northwestern line of DDSDLs, Inc., the following two (2) calls:

1. S 66° 30' 33" W, 15.28 feet to a point;
2. S 20° 41' 43" E, 49.64 feet to a point, corner to Town of Farragut (Deed Book 2157, Page 159);

Thence leaving the northwestern line of DDSDLs, Inc. and with the northwestern line of Town of Farragut, S 66° 38' 00" W, 0.87 feet to a point;

Thence leaving the northwestern line of Town of Farragut and with the remaining lands of the subject tract, N 25° 09' 14" W, 114.20 feet to a point in the southeastern right-of-way line of Campbell Lakes Drive;

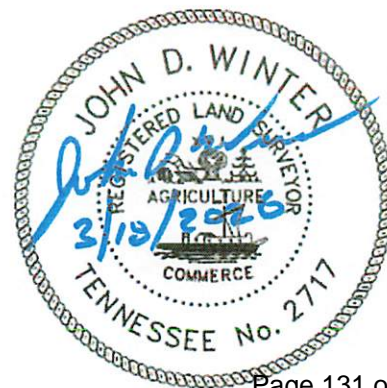
Thence with the southeastern right-of-way line of Campbell Lakes Drive, N 67° 25' 13" E, 20.02 feet to the Point of **BEGINNING**.

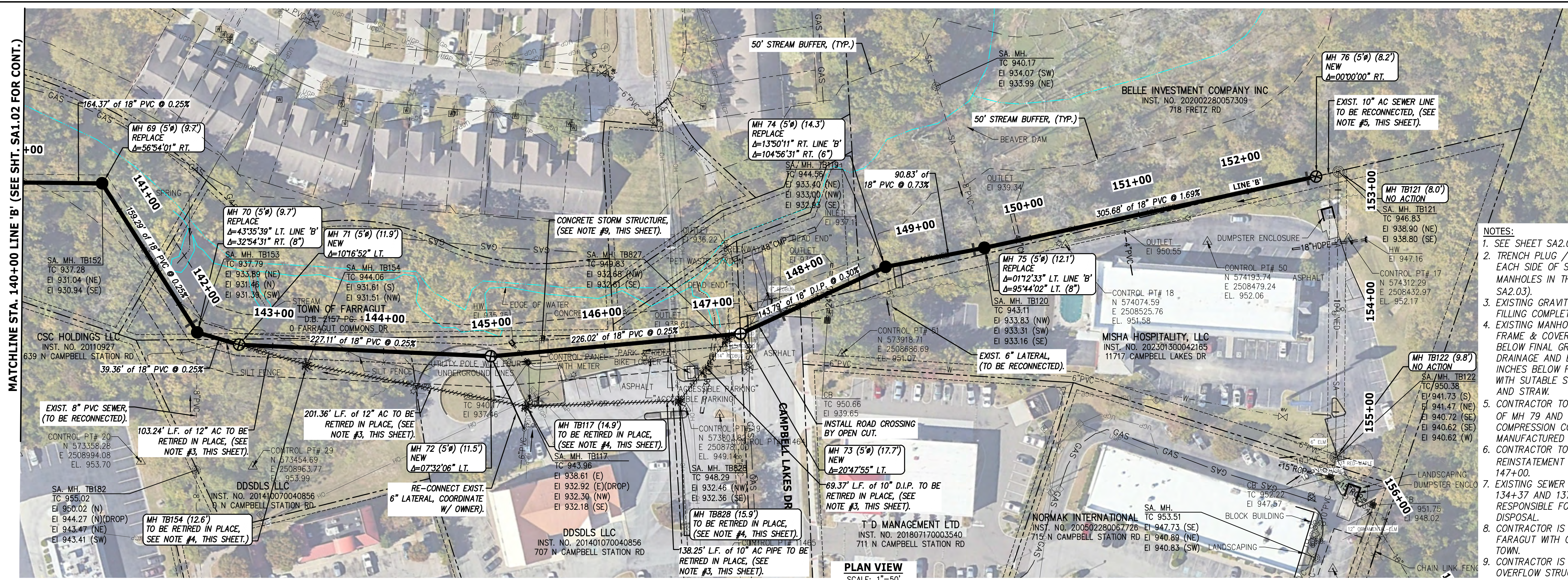
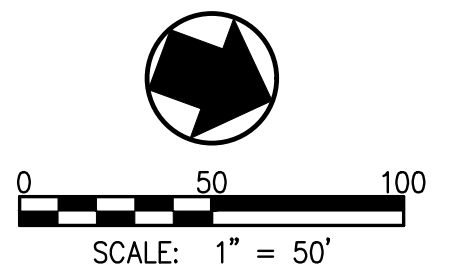
**Containing** 1,427.51 square feet or 0.033 acres, more or less.

#### TEMPORARY CONSTRUCTION EASEMENTS

**BEING** Temporary Construction Easements situated 17.5 feet northwest and 20' southeast of the Access and Utility Easement as described above and as depicted by Exhibit "A", said easements contain a total of 3,051.99 square feet or 0.070 acres, more or less.

These descriptions were prepared March 18, 2026 by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, TN. Reference CCI project number 00969-0102.

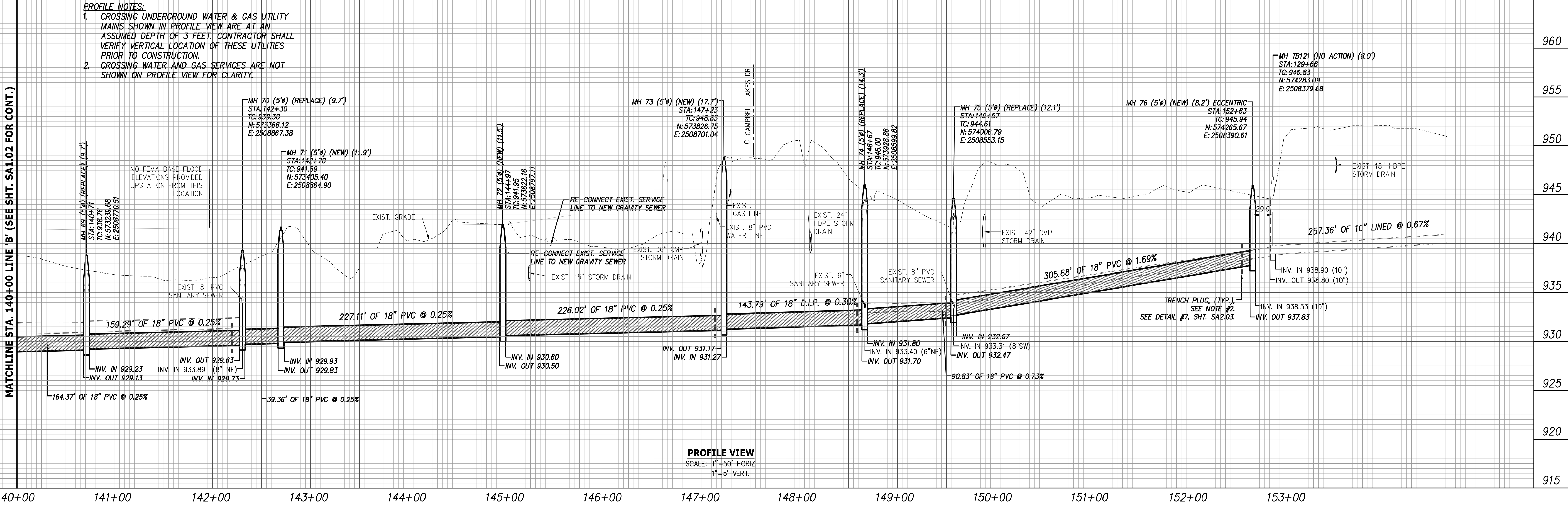




- NOTES:
- SEE SHEET SA2.01 FOR MANHOLE CONFIGURATION TABLE.
  - TRENCH PLUG / IN TRENCH CHECK DAM MUST BE PLACED EACH SIDE OF STREAM CROSSINGS AND BETWEEN ALL MANHOLES IN THE 50 FT STREAM BUFFER. (SEE DETAIL 7 SH SA2.03).
  - EXISTING GRAVITY SEWER PIPE TO BE RETIRED IN PLACE BY FILLING COMPLETELY WITH FLOWABLE FILL.
  - EXISTING MANHOLE TO BE RETIRED IN PLACE BY REMOVING FRAME & COVER, AND RISER TO A MINIMUM OF 2 FEET BELOW FINAL GRADE. HOLES PUNCHED IN THE BOTTOM FOR DRAINAGE AND BACKFILLED WITH CRUSHED STONE TO 6 INCHES BELOW FINAL GRADE AND FINISHED TO FINAL GRADE WITH SUITABLE SOIL FOR PRODUCING VEGETATION, THEN SEED AND STRAW.
  - CONTRACTOR TO STUB A MINIMUM 5-FOOT OF 18" PVC OUT OF MH 79 AND CONNECT TO EXISTING 10" AC PIPE WITH A COMPRESSION COUPLER, STRONG BACK RC 5000 SERIES AS MANUFACTURED BY FERNCO.
  - CONTRACTOR TO COORDINATE REMOVAL, STORAGE AND REINSTATEMENT OF "PARK & RIDE" BIKE LOCKER, NEAR STA 147+00.
  - EXISTING SEWER PIPE FROM PROJECT STATIONS 127+00 TO 134+37 AND 137+48 TO 140+00 IS AC PIPE. CONTRACTOR IS RESPONSIBLE FOR SAFE AND PROPER REMOVAL AND DISPOSAL.
  - CONTRACTOR IS RESPONSIBLE TO NOTIFY THE TOWN OF FARAGUT WITH GREENWAY CLOSURE PLAN ACCEPTABLE TO THE TOWN.
  - CONTRACTOR IS RESPONSIBLE TO REPLACE STORM POND OVERFLOW STRUCTURE TO MIMIC THE EXISTING SIZE, SHAPE, AND DIMENSIONS.



- PROFILE NOTES:
- CROSSING UNDERGROUND WATER & GAS UTILITY MAINS SHOWN IN PROFILE VIEW ARE AT AN ASSUMED DEPTH OF 3 FEET. CONTRACTOR SHALL VERIFY VERTICAL LOCATION OF THESE UTILITIES PRIOR TO CONSTRUCTION.
  - CROSSING WATER AND GAS SERVICES ARE NOT SHOWN ON PROFILE VIEW FOR CLARITY.



**ENGINEER**

10025 Investment Drive, Suite 120  
Knoxville, TN 37932

865.670.8555  
www.cci-corp.com

DESIGNED  
CAC

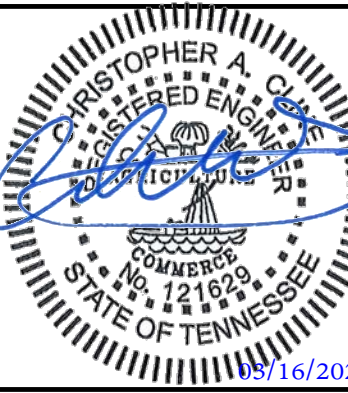
DRAWN  
WBW

CHECKED  
WWL

APPROVED

ENGINEER

SEWER



NO.	DATE	REVISION	APPR.
0	03/13/2026	INITIAL ISSUE FOR CONSTRUCTION	CAC

SCALE

AS SHOWN

DATE

02/26/2026

**First**  
UTILITY DISTRICT  
OF KNOX COUNTY

Where community comes first.

TURKEY CREEK 'B' LINE  
SANITARY SEWER REPLACEMENT  
PHASE 2  
SANITARY SEWER PLAN AND PROFILE  
LINE 'B' STA. 140+00 TO STA. 152+64

CCI PROJECT NO:  
0969-0129

SHEET  
**SA1.03**  
SHEET 5 OF 11

CONSTRUCTION PLANS FOR: TURKEY CREEK 'B' LINE SANITARY SEWER REPLACEMENT

**REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**

**Prepared By:** Darryl Smith, Town Engineer

**Subject:** Approval of Supplement Request 2 from Urban Engineering, Inc. for Additional Design Services for Sonja Drive/Admiral Road Sidewalk Project

**Introduction & Background:** The purpose of this item is to approve a request for supplemental fees from Urban Engineering for additional design services for the Sonja Drive/Admiral Road sidewalk project.

**Discussion & Recommendations:** Knox County Schools updated their Parent Responsibility Zones in 2009, designating areas within 1 mile (elementary students) or 1.5 miles (middle and high school students) of school bus drop-off locations as ineligible for bus transportation. As Stonecrest Subdivision is situated within the Parent Responsibility Zone, the Board of Mayor and Aldermen approved a contract with Urban Engineering on September 1, 2021 for design of a project to extend sidewalk along the north side of Sonja Drive from Admiral Road to Oran Road for \$58,975. On May 1, 2023, the Board approved a supplement request for additional fees of \$69,879 to also extend the sidewalk along the western side of Admiral Road from Sonja Drive to meet existing sidewalk at the rear of property at 11111 Kingston Pike, doubling the length of the project. In accordance with their original scope, Urban Engineering planned to widen and realign Sonja Drive in some locations to better accommodate the sidewalk. Unfortunately, the changes to Sonja Drive impacted several properties, and after objections from property owners, the Board requested that Sonja Drive be left in its current location with no widening and the sidewalk designed to be located approximately three feet from the back of the existing curb. This has required considerable re-working of the project plans, with relocation of several driveways to accommodate the design. Urban Engineering has requested additional fees of \$74,332.25. This will increase the contract amount to \$203,186.25.

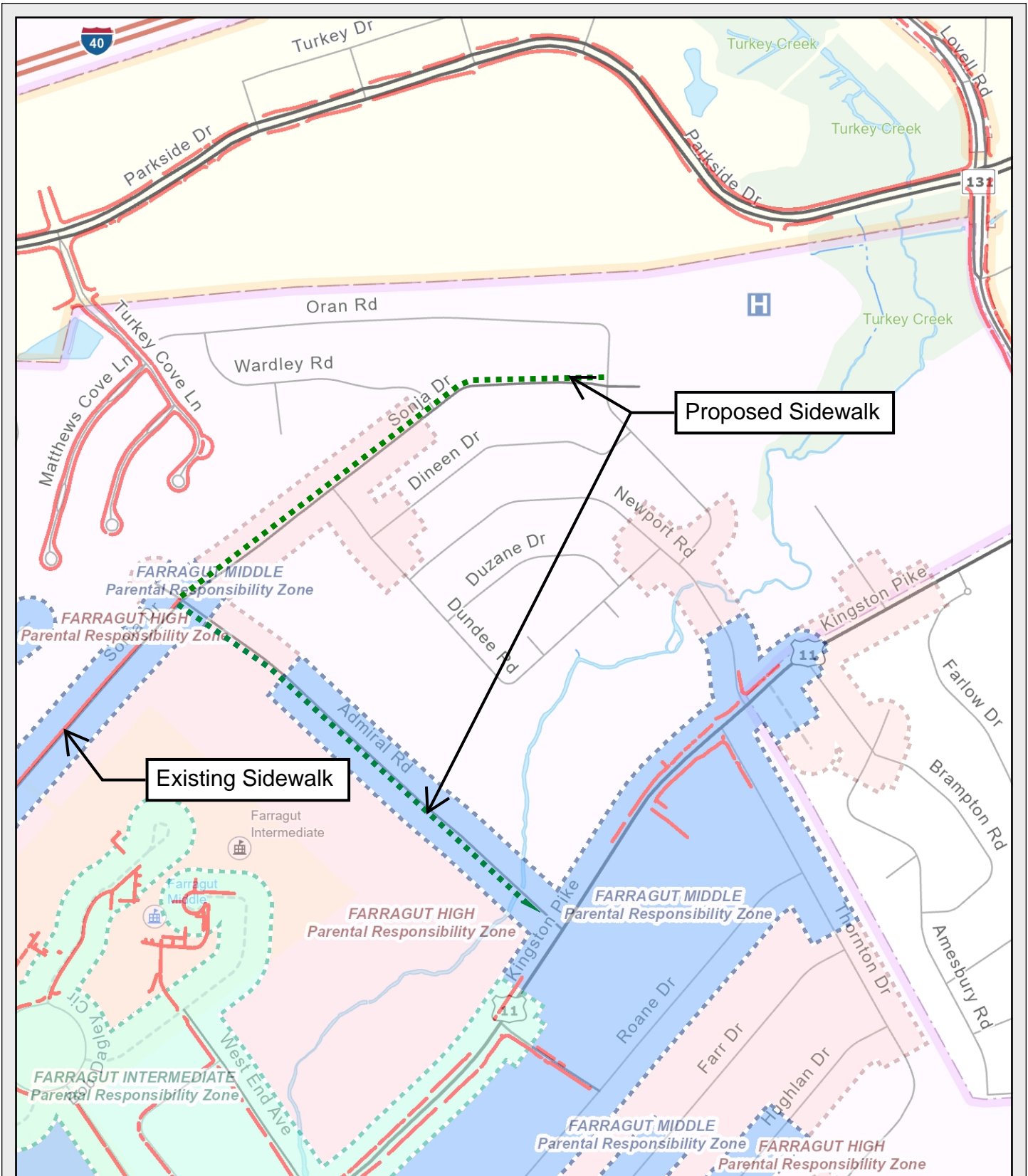
**Account Number: 310-43100-2870**

Total Budget	Requested Amount	Contracted Amount	Remaining Amount
\$1,375,000	\$74,332.25	\$128,854	\$1,171,813.75

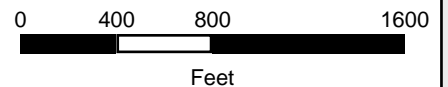
**Approved By:**

**Recommended By:** Darryl Smith, Town Engineer for approval.

**Proposed Motion:** To approve Supplement Request 2 from Urban Engineering for additional design services for Sonja Drive/Admiral Road Sidewalk project.



**Parent Responsibility Zones**  
Stonecrest Subdivision



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# URBAN ENGINEERING, INC.

CIVIL ENGINEERS • LAND PLANNERS

April 23, 2026

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

**Re: Scope and Fee Supplement Request Number 2  
Sonja Drive Sidewalk Extension**

Dear Darryl:

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:**

Urban Engineering is currently under contract with the Town to provide consulting and engineering services related to the design of approximately 2,900 linear feet of sidewalk along Sonja Drive between Admiral Road and Orin Road.

This scope and fee supplement is to redesign the above mentioned sidewalk, update easement descriptions, update the construction drawings, coordinate with utility providers and field stake the proposed limits of disturbance / easement lines.

**SCOPE OF SERVICES:**

- Task 1 – Design Engineering and Plan Update
- Task 2 – Environmental Permitting
- Task 3 – Field Staking
- Task 4 – Bidding / Construction Phase Services

**PROJECT FEES:**

The estimated fee associated with this supplement is \$74,332.25. This will increase the contact amount from \$128,854 to \$203,186.25.

**SUMMARY OF PROJECT FEES:**

Sonja Drive Section:

This is a Supplemental to the original design Contract, dated 4/14/21. Additional time was and will be required to perform the contracted services outside of the original project scope. The additional time is a result of the following:

10330 HARDIN VALLEY RD, #201 • KNOXVILLE, TENNESSEE 37932 • PHONE: 865-966-1924



# URBAN ENGINEERING, INC.

CIVIL ENGINEERS • LAND PLANNERS

- Urban explored multiple alignments and typical sections for the extension along Sonja Drive (i.e. grass strip, attached walk, detached walk, etc.)
- Urban added field staking to this Supplement Request.

## ESTIMATED SCHEDULE:

- Provide 80% plans to the Town for review approximately 6-weeks of receipt of Notice to Proceed.
- Incorporate revisions per the Town's review and provide 100% drawings and easement descriptions within six weeks of receipt of correction requests.

If all conditions of this proposal/supplement are acceptable, please sign below as Notice to Proceed.

Sincerely,

Chris Sharp, P.E.

## ACCEPTANCE AND AUTHORIZATION TO PROCEED

By: \_\_\_\_\_

Date: \_\_\_\_\_