



Farragut Board of Mayor & Aldermen Meeting
Thursday, July 9, 2026 at **6:00 PM**

Farragut Town Hall
11408 Municipal Center Drive

AGENDA

- I. Roll Call, Silent Prayer, Pledge of Allegiance
- II. Approval of Agenda
- III. Approval of Minutes
 - A. June 25, 2026, Minutes
- IV. Mayor's Report
 - A. Proclamation for 2026 Park and Recreation Month
- V. Ordinances & Resolutions
 - A. Ordinances
 1. First Reading
 - a. Ordinance 26-13, an ordinance on first reading to amend the Farragut Zoning Map for a portion of the property located at 817 Virtue Road from S-1 (Community Service) and Agricultural (A) to R-1 (Rural Single-Family Residential), 8.55 Acres (Benchmark Associates, Inc., Applicant)
 - b. Ordinance 26-14, an ordinance on first reading to amend the Farragut Code of Ordinances, Chapter 2-Administration, Article 6-Finance, Division 2-Purchasing Regulations.
 2. Second Reading & Public Hearing
 - a. Ordinance 26-10, an ordinance on second reading to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 3. - Specific District Regulations, to replace Section V. - Rural Single-Family Acre Residential

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

District (R-1-S-A), with the Rural Large-Lot Estate District (RLE)

B. Resolutions

1. Resolution R-26-10 Authorizing the Town to Participate in the Public Entity Partners Cybersecurity Matching Grant Program
2. Resolution R-26-11, Authorizing the Town to Participate in the Public Entity Partners “James L. Richardson Driver Safety” Matching Grant Program
3. Resolution R-26-12, Authorizing the Town of Farragut to participate in the Public Entity Partners Judy Housley Safety Matching Grant Program
4. Resolution R-26-13, Approving the Town of Farragut Purchasing Policy

VI. Business Items

- A. Approval of Award of Contract 2027-01 for FY27 Street Resurfacing to APAC-Atlantic Inc.
- B. Approval of Professional Services Agreement With Cannon & Cannon, Inc. for Russfield Drive Culvert Design Services
- C. Approval of Revisions to Stormwater Advisory Committee Charter
- D. Appointment of a Board of Mayor and Aldermen Representative to the Stormwater Advisory Committee

VII. Citizens Forum

VIII. Town Administrator’s Report

IX. Town Attorney’s Report

X. Adjournment

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

Public Participation Guidelines for Farragut Board of Mayor and Aldermen meetings

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

The Board also seeks public comment on regular agenda items during the portion of the meeting devoted to

discussion and consideration of the specific agenda item.

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

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

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

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

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



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

Farragut Town Hall
11408 Municipal Center Drive
Thursday, June 25, 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: Alderman Cain, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; in addition to staff and members of the press; Absent: Alderman Burnette.

II. Approval of Agenda

Motion was made to approve the June 25, 2026, agenda. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman Cain, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed.

III. Approval of Minutes

A. June 11, 2026, Workshop Minutes

Motion was made to approve the June 11, 2026, Workshop Minutes. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman Cain, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed.

B. June 11, 2026, Minutes

Motion was made to approve the June 11, 2026, Minutes. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman Cain, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed.

IV. Mayor's Report

Mayor Williams thanked those who had called or spoken with him in person regarding the election candidates, and noted that anyone with questions about the candidates should reach out to them directly. He also addressed calls he had received regarding Boring Road, explaining that it is included in the CIP only as a placeholder, that no design currently exists, and that there will be public discussion once it advances to an agenda item.

V. Ordinances & Resolutions

A. Ordinances

1. Second Reading & Public Hearing

- a. Approval of Ordinance 26-12, an Ordinance on the second reading of the Town of Farragut, Tennessee, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10.

Motion was made to approve Ordinance 26-12 on second reading. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman Cain, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed.

B. Resolutions

1. Approval of Resolution R-26-09, Approving Guidelines for Records Maintenance and Retention

Motion was made to approve Resolution R-26-09, approving guidelines for records maintenance and retention. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman Cain, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed.

VI. Business Items

- A. Approval of Revisions to Stormwater Advisory Committee Charter

Motion was made to Approve the proposed revisions to the Charter of the Stormwater Advisory Committee. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; the motion was not clear and will need to be addressed and clarified at the July 9, 2026 Board of Mayor and Aldermen Meeting.

- B. Appointment of a Board of Mayor and Aldermen Representative to the Stormwater Advisory Committee

Motion was made to appoint Alderman LaCroix to serve as the Board of Mayor and Aldermen representative on the Stormwater Advisory Committee. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman Cain, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; voting nay, None; motion Passed. As this appointment is contingent upon the related Charter revision, which requires further clarification, this item will also be placed back on the agenda and readdressed at the July 9, 2026 meeting.

Kim Parks - 10701 Farragut Hills BLVD

- C. Approval of Emergency Contract for a Professional Service Agreement with Whaley Construction, LLC. for Replacement of Storm Sewer Pipe on Glen Abbey Boulevard.

Motion was made to Approve the Emergency Contract for a Professional Service Agreement with Whaley Construction, LLC. for Replacement of Storm Sewer Pipe on Glen Abbey Boulevard. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman Cain, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams;

voting nay, None; motion Passed.

VII. Citizens Forum

Adam Atherton - 801 Andover BLVD
Greg Wiberley - 12603 Evans RD
Kim Parks- 10701 Farragut Hills BLVD
Pat Lee - 405 Ensign LN
Lawrence Segrest - 12103 Valley TRL
Herbert Lindsay - 734 Andover BLVD
Gillian Lindsey - 734 Andover BLVD
Matthew Parsons - 11916 W. Kingsgate

VIII. Town Administrator's Report

Town Administrator David Smoak advised of the upcoming July 4th parade celebrating the nation's 250th anniversary. He noted there will be over 90 floats and a Freedom Run beginning at 9:00 a.m., with the grand marshals being veterans representing different branches of service. He stated that staff has worked incredibly hard on the event and invited everyone to come out and take part, noting it is the largest event the Town hosts each year.

Alderman Cain thanked Town Administrator David Smoak and Attorney Tom Hale for their cooperation in efficiently providing information to the Knox County Sheriff's Office, referencing an email he had received on the matter. He also wished the Mayor an early happy birthday, noting his birthday would be on the 27th.

IX. Town Attorney's Report

X. Adjournment

The meeting adjourned at 7:59 pm.

Ron Williams, Mayor

Hailey Russell, Town Recorder



Town of Farragut

PROCLAMATION

Parks and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the Town of Farragut; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health and wellness by increasing cognitive performance and well-being and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation programs build healthy, active communities and encourage physical activities by providing space for popular sports, walking trails, and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses; and

WHEREAS parks and recreation facilities ensure the beauty of our community and provide a place for children and adults to connect with nature and recreate both outdoors and indoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Town of Farragut recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED, I, Ron Williams, Mayor of the Town of Farragut, Tennessee do here by designate July 2026 as

Parks and Recreation Month

And urge citizens to explore and enjoy the parks and recreation programs of the Town of Farragut.

Signed this 9th Day of July 2026

Ron Williams, Mayor

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Mark Shipley, Community Development Director

Subject: Ordinance 26-13, an ordinance on first reading to amend the Farragut Zoning Map for a portion of the property located at 817 Virtue Road from S-1 (Community Service) and Agricultural (A) to R-1 (Rural Single-Family Residential), 8.55 Acres (Benchmark Associates, Inc., Applicant)

Introduction & Background:

During discussion with the Planning Commission, the staff noted that Ordinance 26-13 involves a request to rezone portions of the property at 817 Virtue Road to support a re-subdivision of the property into three lots. The property is bisected by Virtue Road and is impacted by the Virtue Road improvement project. Staff has met jointly with the applicant and the Town's design engineers for the Virtue Road improvement project so that any future re-subdivision (if the property is rezoned) will be coordinated with the road improvement project.

For information purposes only, the envisioned re-subdivision plat is included in the packet.

Discussion & Recommendations:

The property in question is currently in three different zoning districts. The northern portion is zoned S-1 (Community Service), the portion of the property on the east side of Virtue Road is zoned Agricultural (A), and the remainder of the property is zoned Rural Single-Family Residential (R-1).

The applicant is requesting to rezone the property so that it is all zoned R-1. The Future Land Use Map (FLUM) shows this property as Open Space Cluster Residential. The requested rezoning is consistent with the FLUM since the density in R-1 is the same as the Open Space Cluster Residential land use.

At their meeting on June 18, 2026, the Planning Commission unanimously recommended approval of Ordinance 26-13 to the Board of Mayor and Aldermen. The staff recommends approval of

Ordinance 26-13 on first reading.

Recommended By: Mark Shipley, Community Development Director

Proposed Motion: To approve Ordinance 26-13 on first reading.

RESOLUTION PC-26-07

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF A PORTION OF THE PROPERTY LOCATED AT 817 VIRTUE ROAD FROM S-1 (COMMUNITY SERVICE) AND AGRICULTURAL (A) TO R-1 (RURAL SINGLE-FAMILY RESIDENTIAL)

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 June 18, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval of Ordinance 26-13 to the Farragut Board of Mayor and Aldermen, an ordinance amending the Farragut Zoning Map, Ordinance 86-16, by rezoning a portion of the property located at 817 Virtue Road, from S-1 and A to R-1.

ADOPTED this 18th day of June 2026.

Ron Pinchok, Chairman

Shannon Preston, Secretary

ORDINANCE: 26-13
PREPARED BY: Shipley
REQUESTED BY: Benchmark Associates, Inc.
CERTIFIED BY FMPC: June 18, 2026
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

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

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

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning a portion of the property located at 817 Virtue Road from S-1 (Community Service) and Agricultural (A) to R-1 (Rural Single-Family Residential) (See Exhibit A).

SECTION 2.

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

 Ron Williams, Mayor

 Hailey Russell, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2026, with approval recommended by the Farragut Municipal Planning Commission (FMPC).

 Ron Pinchok, Chairman












 Shannon Preston, Secretary

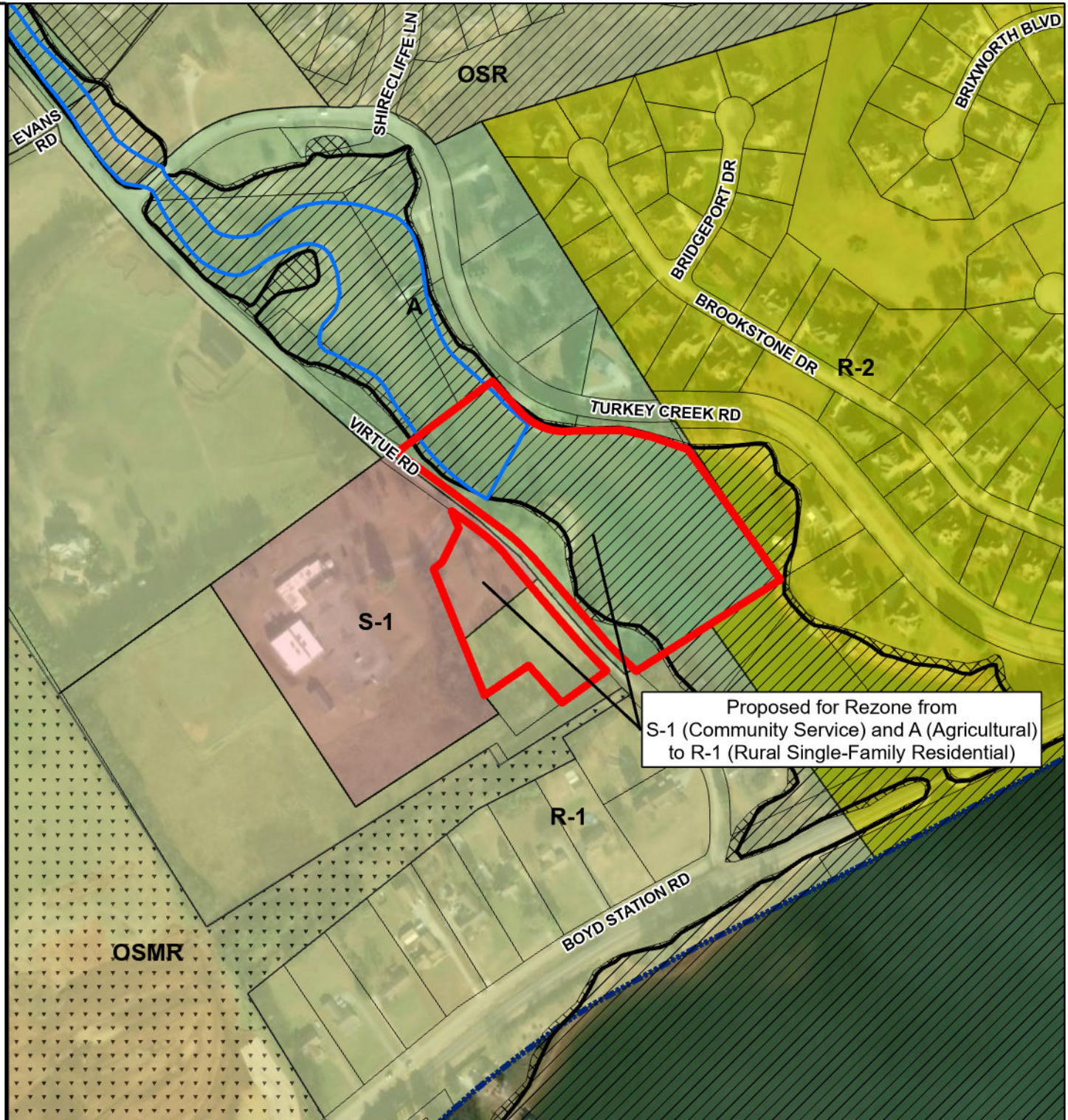
Exhibit A Ordinance 26-13

Rezone of 817 Virtue Road
Parcel 054, Tax Map 162

Proposed for Rezone from
S-1 (Community Service) and A (Agricultural)
to R-1 (Rural Single-Family Residential)

Legend

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



Proposed for Rezone from
S-1 (Community Service) and A (Agricultural)
to R-1 (Rural Single-Family Residential)



1:4,200

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Michelle Pence, Director of Administrative Services

Subject: Ordinance 26-14, an ordinance on first reading to amend the Farragut Code of Ordinances, Chapter 2-Administration, Article 6-Finance, Division 2-Purchasing Regulations.

Introduction & Background:

The Town of Farragut’s purchasing regulations are contained in Division 2 of the Town Code and establish the authority, thresholds, and procedures for purchasing goods and services on behalf of the Town. These regulations are based on the Tennessee Municipal Purchasing Law of 1983 and have been amended over time to remain consistent with state law and the Town’s operational needs.

The purchasing regulations were originally adopted into the Town Code and were previously amended in 2011. More recently, the Board amended Sections 2-299 and 2-300 in 2025 to address changes related to competitive bidding thresholds, written quotation requirements, and the use of competitive sealed proposals. The current proposed ordinance makes additional updates to clarify purchasing authority, align the ordinance with the Town’s current organizational structure, and provide a more defined administrative process for bid and proposal protests.

Specifically, the proposed changes update the designation of who may serve as purchasing agent in the absence of the Town Administrator, clarify authorization for purchases that fall below the competitive bidding threshold, and add or revise protest procedures related to competitive sealed bids, Invitations to Bid, and competitive sealed proposals. These updates are intended to improve consistency, accountability, and administrative efficiency in the Town’s purchasing process.

Discussion & Recommendations:

The proposed ordinance updates Division 2 of the Town’s purchasing regulations to reflect recent organizational changes, clarify purchasing authority, and strengthen procedures related to competitive purchasing and bid protests. See attached red lined copy of the Code.

Summary:

Section 1:

Section 2-298 identifies the Town Administrator as the purchasing agent for the Town and authorizes the purchasing agent or designee to acquire supplies, materials, equipment, and services on behalf of the Town. The proposed amendment updates the succession language for who may serve as purchasing agent in the absence of the Town Administrator. The current language references the Associate Town Administrator. Since that position is no longer part of the Town’s current organizational structure, the proposed amendment replaces that reference with the Director of Administrative Services and/or the Director of Public Services. This change aligns the ordinance with the Town’s current leadership structure and provides continuity in purchasing authority when the Town Administrator is unavailable.

Section 2:

Section 2-299 establishes the Town’s requirements for public advertisement and competitive bidding. The Town’s competitive bidding threshold remains unchanged at \$25,000. The section also continues to require three written quotations whenever possible for purchases costing less than the \$25,000 bid threshold but more than 40 percent of that threshold amount. This provision supports price comparison and accountability for purchases that do not require formal competitive bidding. The proposed amendment also clarifies the approval process for procurement contracts that fall below the public advertisement and competitive bidding threshold. For these purchases, contracts may be awarded and entered into by the Town after authorization by either the Department Head or Finance Director and the Town Administrator. This language provides clearer internal authority for lower-dollar procurements while maintaining appropriate administrative oversight. In addition, Section 2-299 adds language allowing the Town to establish, by purchasing policy, a procedure for reviewing and resolving protests related to competitive sealed bids or Invitations to Bid. The protest procedure may include filing deadlines, required protest contents, protest bond requirements, authority for written determinations, and other administrative requirements deemed necessary by the Town Administrator or designee. This addition gives the Town flexibility to address bid protests through administrative policy while ensuring that protest procedures are clear, consistent, and documented.

Section 3:

Section 2-300 addresses the use of competitive sealed proposals. The Town previously adopted language authorizing competitive sealed proposals when competitive sealed bidding is not practicable or not advantageous to the Town. The proposed amendment makes a limited clarification to the protest procedure for competitive sealed proposals. Under the current ordinance language, a protest filed by an aggrieved proposer is decided by the Board. The proposed amendment changes the decision-making authority from the Board to the purchasing agent. The purchase may not be finalized and work may not begin until the purchasing agent has reviewed and made a decision on the protest. This revision creates a more administrative and efficient protest review process while preserving the requirement that protests be reviewed before award finalization or commencement of work.

Overall, the proposed changes are intended to update the purchasing regulations to match the Town’s current organizational structure, clarify approval authority for purchases below the competitive bidding threshold, and provide a more defined administrative process for bid and proposal protests.

Recommended By: Michelle Pence, Director of Administrative Services for approval.

Proposed Motion: Approve Ordinance 26-14, an ordinance to amend the Farragut Code of Ordinances, Chapter 2-Administration, Article 6-Finance, Division 2-Purchasing Regulations on first reading.

- **DIVISION 2. - PURCHASING REGULATIONS^[9]**

Footnotes:

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State Law reference— Municipal Purchasing Law of 1983, T.C.A. § 6-56-301 et seq.

- **Sec. 2-298. - Purchasing agent.**

The town administrator shall serve as the purchasing agent for the town. All supplies, materials, equipment and services of any nature whatsoever shall be acquired by the purchasing agent or his designee. In the absence of the town administrator, ~~the associate town administrator~~ **the Director of Administrative Services and/or the Director of Public Services** shall serve as the purchasing agent for the town.

(Code 2007, § 5-201; Ord. No. 11-02, § 1, 3-10-2011)

- **Sec. 2-299. - Authorization of purchases.**

Public advertisement and competitive bidding shall be required for the purchase of all goods and services exceeding an amount of \$25,000.00 except for those purchases specifically exempted from advertisement and bidding by the Municipal Purchasing Act of 1983.

Three written quotations are required whenever possible for purchases costing less than the \$25,000.00 bid threshold adopted for competitive bidding and public advertisement, but more than 40 percent of the threshold amount.

Any contracts for procurement in dollar amounts that do not require public advertisement and competitive bidding as authorized herein, may be awarded and entered into by the Town after authorization by either the Department Head or Finance Director and the Town Administrator.

Bid protests. The Town may establish by purchasing policy a procedure for the review and resolution of protests related to competitive sealed bids or Invitations to Bid. The procedure may include filing deadlines, required protest contents, protest bond requirements, authority for written determinations, and other administrative requirements deemed necessary by the Town Administrator or designee.

(Code 2007, § 5-202; Ord. No. 11-02, § 1, 3-10-2011; [Ord. No. 23-08](#), § 1, 6-22-2023; [Ord. No. 25-04](#), § 1, 2-27-2025)

- **Sec. 2-300. - Competitive sealed proposals.**

(a)

Notwithstanding anything to the contrary in the municipal ordinances and/or resolutions governing purchases, the town may use competitive sealed proposals to purchase goods and services rather than competitive sealed bids when the board, acting under the restrictions and requirements of T.C.A. § 12-3-12, as same may hereinafter be amended, and the procurement code adopted by this section, determines that the use of competitive sealed bidding is either not practicable or not advantageous to the town. The board must make the aforesaid determination with regard to each use of competitive sealed proposals rather than competitive sealed bids, except that in actual emergencies caused by unforeseen circumstances such as natural or human-made disasters, delays by contractors, delays in transportation, or unanticipated volume of work, purchases through competitive sealed proposals may be made without specific authorizing action of the board. A record of any emergency purchase shall be made by the person authorizing the emergency purchase, specifying the amount paid, the items and services purchased, from whom the purchase was made, and the nature of the emergency. A report of the emergency purchase purchased through competitive sealed proposals containing all relevant information shall be made as soon as possible by the person authorizing the purchase to the board.

(b)

Criteria and procedure. The following shall constitute the criteria and procedures for purchasing through competitive sealed proposals:

(1)

Conditions for use.

a.

Competitive sealed proposals may be used only after the municipality has documented the reasons why competitive sealed bids are not practicable or not advantageous to the municipality, and

b.

Competitive sealed proposals may be used only when qualifications, experience, or competence are more important than price in making the purchase and:

1.

When there is more than one solution to a purchasing issue and the competitive sealed proposals will assist in choosing the best solution; or

2.

When there is no readily identifiable solution to a purchasing issue and the competitive sealed proposals will assist in identifying one or more solutions.

(2)

Public notice. Adequate public notice of the request for competitive sealed proposals shall be given in the same manner provided by applicable law for competitive sealed bids.

(3)

Request/evaluation factors. The request for competitive sealed proposals must state the relative importance of price and other evaluation factors. Among other things, the request shall include the desired specifications (which may be expressed in the context of the result sought to be obtained); the qualifications of each proposer; warranties, time frame for performance, the contract; and, if applicable, the bond or other security that the successful proposer will be required to furnish. The request for competitive sealed proposals shall provide that, after receipt by the town of a proposal, interviews, presentations, demonstrations, and discussions, either oral or in writing or both, may be conducted for clarification to assure full understanding of, and responsiveness to, the solicitation requirements with one or more responsible proposers who submit proposals determined by the purchasing agent to be reasonably susceptible of being selected. The request shall set forth the date, time, and place for submission of proposals.

(4)

Opening of proposals. Competitive sealed proposals must be opened in a manner that avoids disclosure of the contents to competing proposers during the negotiation. The proposals and all related materials must be open for public inspection after, but not before, the intent to award the contract to a particular proposer is announced.

(5)

Discussions with responsive proposers and revisions to proposals. After receipt by the town of a proposal, interviews, presentations, demonstrations, and discussions, either oral or in writing or both, may be conducted for clarification to assure full understanding of, and responsiveness to, the solicitation requirements with one or more responsible proposers who submit proposals determined by the purchasing agent to be reasonably

susceptible of being selected. The proposers must be accorded fair and equal treatment with respect to an opportunity for an interview, presentation, demonstration, discussion, or revision of proposals, both as to the particular goods or services to be furnished and the price thereof. In order to permit the town to obtain the best offers of proposers, revisions may be permitted after submission and before the intent to award to a particular proposer is announced. In conducting interviews, presentations, demonstrations, or discussions, the purchasing agent and other municipal personnel shall not disclose to a proposer during the negotiations information derived from proposals submitted by competing proposers. Nothing contained herein shall preclude the town from conducting conferences or otherwise communicating with all parties who may be interested in responding to a proposal prior to the time that proposals are to be received.

(6)

Best and final offers. If interviews, presentations, demonstrations, or discussions are conducted, the purchasing agent shall issue a written request for best and final offers. The request shall set forth the date, time, and place for submission of best and final offers. Best and final offers shall be requested only once, unless the purchasing agent makes a written determination that it is advantageous to the town to conduct further discussion or clarify the town's requirements. The request for best and final offers shall inform proposers that, if they do not submit a notice of withdrawal or a best and final offer, their latest written offer will be construed as their best and final offer. Nothing contained herein shall preclude the board from rejecting all proposals and thereafter requesting new proposals.

(7)

Award. The award shall be made to the responsible proposer whose proposal the board determines is the most advantageous to the town, taking into consideration price and the evaluation factors set out in the request for competitive sealed proposals. No other factor may be used in the evaluation. The purchasing agent shall place in the contract file a statement containing the basis on which the award was made.

(8)

Protest. In the event that any proposer to a request for competitive sealed proposals is aggrieved by the decision of the town, such aggrieved proposer may protest the intended award to another proposer if the protest is filed within seven days after the intended award is announced. The protest must be filed with the board in care of the town administrator of the town and shall be promptly decided ~~by the board.~~ **by the purchasing agent.** The purchase shall not be finalized and work may not commence until the ~~board~~ **purchasing agent** has reviewed and made a decision on the protest.

(9)

No conflict with other laws. Nothing contained herein is intended to change the authority of the town with respect to contracting for professional services in accordance with the applicable laws of the state of Tennessee.

([Ord. No. 25-05](#), § 1, 6-26-2025)

ORDINANCE	26-14
PREPARED BY	Pence
1 ST READING	July 9, 2026
2 ND READING	July 23, 2026
PUBLISHED IN	Farragut Press
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE 6 – FINANCE, DIVISION 2-PURCHASING REGULATIONS OF THE MUNICIPAL CODE

WHEREAS, the Town of Farragut is subject to the provisions of the “Municipal Purchasing Law of 1983,” and

WHEREAS, the law permits municipalities to increase the dollar amount of purchases requiring public advertisement and competitive bidding, and,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee that:

SECTION 1. Amending Chapter 2 – Administration, Article 6 – Finance, Division 2-Purchasing Regulations.

Section 2-298- Purchasing Agent

The town administrator shall serve as the purchasing agent for the town. All supplies, materials, equipment and services of any nature whatsoever shall be acquired by the purchasing agent or his designee. In the absence of the town administrator, the Director of Administrative Services and/or the Director of Public Services shall serve as the purchasing agent for the town.

Section 2-299- Authorization of purchases

Public advertisement and competitive bidding shall be required for the purchase of all goods and services exceeding an amount of \$25,000.00 except for those purchases specifically exempted from advertisement and bidding by the Municipal Purchasing Act of 1983.

Three written quotations are required whenever possible for purchases costing less than the \$25,000.00 bid threshold adopted for competitive bidding and public advertisement, but more than 40 percent of the threshold amount.

Any contracts for procurement in dollar amounts that do not require public advertisement and competitive bidding as authorized herein, may be awarded and entered into by the Town after authorization by either the Department Head or Finance Director and the Town Administrator.

Bid protests. The Town may establish by purchasing policy a procedure for the review and resolution of protests related to competitive sealed bids or Invitations to Bid. The procedure may include filing deadlines, required protest contents, protest bond requirements, authority for written determinations, and other administrative requirements deemed necessary by the Town Administrator or designee.

Section 2-300- Competitive sealed proposals (8)

Protest. In the event that any proposer to a request for competitive sealed proposals is aggrieved by the decision of the town, such aggrieved proposer may protest the intended award to another proposer if the protest is filed within seven days after the intended award is announced. The protest must be filed with the board in care of the town administrator of the town and shall be promptly decided by the purchasing agent. The purchase shall not be finalized and work may not commence until the purchasing agent has reviewed and made a decision on the protest.

SECTION 2. This ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

Ron Williams, Mayor

Haley Russell, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Mark Shipley, Community Development Director

Subject: Ordinance 26-10, an ordinance on second reading to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 3. - Specific District Regulations, to replace Section V. - Rural Single-Family Acre Residential District (R-1-S-A), with the Rural Large-Lot Estate District (RLE)

Introduction & Background: During discussion with the Planning Commission, the staff noted that the proposed Rural Large-Lot Estate District (RLE) would replace the existing Rural Single-Family Acre Residential District (R-1-S-A). There are no properties in the Town currently zoned R-1-S-A, and it is a district that has outdated provisions and has not been used for many years.

Discussion & Recommendations: Several months ago, a request was made to the Board of Mayor and Aldermen for the staff to work on developing a zoning district for estate-sized lots. The intent was to provide a low density development option that would help retain rural character consistent with the Town's Comprehensive Land Use Plan. After obtaining feedback during a workshop session at the April 16 Planning Commission meeting, the staff prepared Ordinance 26-10, which is included in the packet.

Some of the key provisions are a minimum lot size of two acres and an opportunity for the Planning Commission to waive or reduce certain development-related requirements that are in the Subdivision Regulations where an applicant can show that their proposed layout takes into consideration the natural characteristics of the property and demonstrates substantial commitment to preserving rural character and natural areas.

At their meeting on May 21, the Planning Commission unanimously recommended approval of Ordinance 26-10. At the Board of Mayor and Aldermen meeting on June 11, Ordinance 26-10 was unanimously approved on first reading. There have been no changes to Ordinance 26-10 since first reading and the staff recommends approval of Ordinance 26-10 on second reading.

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

Proposed Motion: To approve Ordinance 26-10 on second reading.

RESOLUTION PC-26-06

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION FOR PLANNING COMMISSION RECOMMENDATION ON ORDINANCE 26-10, AN ORDINANCE TO AMEND THE FARRAGUT CODE OF ORDINANCES, APPENDIX A - ZONING, CHAPTER 3. - SPECIFIC DISTRICT REGULATIONS, TO REPLACE SECTION V. - RURAL SINGLE-FAMILY ACRE RESIDENTIAL DISTRICT (R-1-S-A), WITH THE RURAL LARGE-LOT ESTATE DISTRICT (RLE)

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 May 21, 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 26-10.

ADOPTED this 21st day of May 2026.

Ron Pinchok, Chairman

Shannon Preston, Secretary

ORDINANCE: Ordinance 26-10
PREPARED BY: Shipley
REQUESTED BY: Staff
CERTIFIED BY FMPC: May 21, 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 3. - SPECIFIC DISTRICT REGULATIONS, TO REPLACE SECTION V. - RURAL SINGLE-FAMILY ACRE RESIDENTIAL DISTRICT (R-1-S-A), WITH THE RURAL LARGE-LOT ESTATE DISTRICT (RLE)

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Code of Ordinances, Appendix A. – Zoning, Chapter 3. – Specific District Regulations, to replace Section V. – Rural Single-Family Acre Residential District (R-1-S-A), with the Rural Large-Lot Estate District (RLE);

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Code of Ordinances, Appendix A. – Zoning, Chapter 3. – Specific District Regulations, Section V. – Rural Single-Family Acre Residential District (R-1-S-A), is hereby replaced with the Rural Large-Lot Estate District (RLE) as follows:

SECTION 1.

Sec. V. Rural Large-Lot Estate District (RLE).

- A. *General description.* The RLE District is established to help provide for the following:
 1. A very low-density residential development option that retains rural character.
 2. Protection of agricultural lands and natural resources.
 3. Reductions in public infrastructure and public services in comparison to more dense residential developments.
- B. *Permitted uses and structures.*
 1. Detached single-family dwellings.
 2. Agricultural uses.
 3. Agricultural accessory uses and structures.
 4. Residential accessory uses and structures.

5. Customary Home Occupations, as regulated in Chapter 4.
6. Signs as regulated in the Farragut Code of Ordinances.
7. Utility uses.

C. *Area regulations.*

1. *Front Yard.* All structures, excluding fences, landscape structures, walls, entrance pillars, and certain utility structures, shall be set back from the nearest point of any right-of-way a minimum of 35 feet.

Landscape structures, walls, and entrance pillars shall be set back from the nearest point of any right-of-way a minimum of 10 feet. Fences may extend to the property lines provided no visibility obstructions are created where such fence is within a front yard. Drainage and utility easements must also be accessible and not affected by fence placement or type. Utility structures that serve more than one lot shall be within the right of way or the standard utility easement along property lines.

2. *Side yard.*
 - a. All principal buildings used as a residence shall be set back a total on two sides of at least 50 feet, but not less than 20 feet on any one side;
 - b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
 - c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of 10 feet.

3. *Rear yard.*
 - a. All principal buildings used as a residence shall be setback a minimum of 25 feet;
 - b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
 - c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of 10 feet.

4. *Lot width.*
 - a. Each lot shall front on a public street for a minimum of 75 feet.

5. *Maximum lot coverage.*
 - a. Total building coverage: 15 percent per lot.
 - b. Total lot coverage: 25 percent per lot.

6. *Size regulations.* No non-agricultural accessory building shall exceed 30 percent of the footprint of the principal building that is used as a residence or 600 square feet in size, whichever is greater.

7. *Lot size.* The minimum lot size shall be two acres.

D. *Height regulations.*

1. No principal building shall exceed 2½ stories, or 35 feet in height.
 2. Non-agricultural accessory structures shall not exceed 15 feet in height.
 3. Agricultural structures are exempt from the height regulations.
- E. *Off-street parking.* As regulated in Chapter 4.
- F. *Development regulations.*

Due to the large lot acreage and lower development density associated with this district, the Planning Commission may waive or reduce certain development related requirements without the need for separate variances as part of their review of a concept plan and/or preliminary plat. Those development-related requirements where this may apply are listed below and would be considered only where a proposed layout takes into consideration the natural characteristics of the property and demonstrates substantial commitment to preserving rural character and natural areas, such as forested portions of a development.

1. *Open space.* The 10% open space requirement may be waived given the open space nature of this district.
2. *Street width.* The street width may be reduced from the local street standards given the lack of on-street parking and lot sizes. The minimum street width, however, must still comply with any Fire Code-related requirements applying to access.
3. *Street drainage.* Open ditch drainage may be permitted in lieu of curb and gutter if supported by the Town Engineer.
4. *Stormwater detention.* Depending on the property and the scale and/or arrangement of lots within the development, stormwater detention may be waived or reduced if supported by the Town Engineer.
5. *Pedestrian facilities along spine streets.* Any development in the RLE District must include a plan for shared use paths with a focus on providing connections to abutting properties rather than such facilities being installed along the streets internal to the development. The requirement for a sidewalk along one side of the main spine street may be waived in lieu of connections provided through shared use paths. This would help lessen the amount of hardscape within the right of way and contribute to a more rural character while still promoting connectivity

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 SECTION OF ZONING ORDINANCE BEING REPLACED

Sec. V. Rural single-family acre residential district (R-1-S-A).

- A. ~~General description.~~ It is the intent of this zone to provide for low density single-family residential use in designated areas of the town, and especially in areas where natural factors such as steep slopes, high erosion potential, etc., and public service considerations such as narrow and inadequate collector streets impose high public, dollar, and environmental costs on intense urban development.
- B. ~~Permitted uses and structures.~~
1. ~~Detached single-family dwellings.~~
 2. ~~Agricultural uses on lots larger than one acre.~~
 3. ~~Recreational facilities and open space which are developed as an integral part of the residential development provided the following development criteria are met:~~
 - a. ~~The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent;~~
 - b. ~~A site plan and landscape plan shall be submitted as regulated in Chapter 4; and~~
 - c. ~~That all non-building structures, except for arbors, are setback a minimum of 20 feet from all front property lines and ten feet from all side and rear property lines. Arbors shall be set back a minimum of ten feet from all property lines.~~
 4. ~~Schools, public and private, and churches and other places of worship provided the following development criteria are met:~~
 - a. ~~Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school or church accesses must meet the minimum design standards established in the Farragut Subdivision Regulations.~~
 - b. ~~There shall be a minimum lot size of five acres.~~
 - c. ~~There shall be a buffer strip which meets the following minimum development criteria:~~
 - 1) ~~The buffer strip shall be a minimum of 25 feet in width on all side and rear property lines;~~
 - 2) ~~Existing, mature vegetation shall be preserved and incorporated into the buffer strip;~~
 - 3) ~~No grading shall occur in the buffer strip; and~~
 - 4) ~~Detention basins, measured from top of slope to top of slope, and associated structures shall not be located within any buffer strips.~~

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- d. — The following setback requirements are met:
- 1) — ~~Front yard.~~ All buildings and structures, excluding signs, shall be set back from the nearest point of any right-of-way no less than 50 feet. For the purposes of this ordinance, the interstate highway right-of-way shall be considered a side or rear lot line.
 - 2) — ~~Side and rear yards.~~
 - a) — All buildings shall be set back a minimum of 50 feet. Setbacks shall be measured from the nearest point of any property line; and
 - b) — All accessory structures, excluding signs and fences, shall be set back a minimum of 30 feet. Setbacks shall be measured from the nearest point of any property line.
- e. — The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent.
- f. — A site plan and landscape plan shall be submitted as regulated in Chapter 4.
5. — Agricultural accessory uses and structures, provided there is a minimum lot size of one acre.
6. — Accessory uses and structures.
7. — Customary Home Occupations as regulated in Chapter 4.
8. — Cemeteries and historical monuments.
9. — Signs as regulated in the [Farragut] Municipal Code.
10. — Utility uses.
11. — Existing off-premises outdoor advertising as regulated in Chapter 4.
- C. — ~~Uses permitted as special exception.~~ The following uses may be permitted on review by the board in accordance with provisions contained in Tennessee Code Annotated § 13-7-207 [T.C.A. § 13-7-207]. All specially permitted uses shall be adjacent and contiguous to the right-of-way of collector or arterial streets. The board shall state, in writing, its determination and the reasons for either accepting, with or without modification, or rejecting the proposal. Please refer to "General Review Standards," Chapter 4, Administration and Enforcement, Special Exceptions, General Review Standards, for review criteria.
1. — Parks, playgrounds and playfields, and neighborhood and municipal buildings.
 2. — Libraries.
 3. — Country clubs with a nine or more hole golf course, but not miniature golf courses or driving ranges operated for commercial purposes.
- D. — ~~Area regulations.~~

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1. ~~*Front Yard.* All structures, excluding fences, detention basin structures, subdivision walls, entrance pillars, and certain utility structures, shall be set back from the nearest point of any right-of-way a minimum of 35 feet, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code. Detention basin structures, subdivision walls, and entrance pillars shall be set back from the nearest point of any right-of-way a minimum of ten feet. Electrical substations, utility offices, or any other utility building shall meet the front yard setback requirements.~~
 2. ~~*Side yard.*
 - a. All principal buildings used as a residence shall be set back a total on two sides of at least 50 feet, but not less than 15 feet on any one side;
 - b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
 - c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of five feet.~~
 3. ~~*Rear yard.*
 - a. All principal buildings used as a residence shall be setback a minimum of 25 feet;
 - b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
 - c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of five feet.~~
 4. ~~*Lot width.*
 - a. Each lot shall front on a public road for a minimum of 75 feet, except in special circumstances such as a cul-de-sac, in which case each lot shall front on a public road for a minimum of 60 feet; and
 - b. The lot length of each lot that is less than 150 feet in width shall not be greater than three times the lot width.~~
 5. ~~*Maximum lot coverage.*
 - a. Total building area: 25 percent, except as provided for elsewhere in this section; and
 - b. Total lot coverage: 35 percent, except as provided for elsewhere in this section.~~
 6. ~~*Size regulations.* No non-agricultural accessory building shall exceed 30 percent of the footprint of the principal building that is used as a residence or 600 square feet in size, whichever is greater.~~
 7. ~~*Land area.* Minimum lot size of one acre, or greater as may be required by the Health Department if sanitary sewer is not available.~~

E. ~~*Height regulations.*~~

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1. ~~No principal building shall exceed 2½ stories, or 35 feet in height, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code; and~~
 2. ~~No accessory structure shall exceed 15 feet in height, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code.~~

F. ~~Off street parking.~~ As regulated in Chapter 4.

(Ord. No. 86-16, 4-1986; Ord. of 2-2006; Ord. No. 12-03, § 3, 2-23-2012)

Sec. V. Rural Large-Lot Estate District (RLE).

A. *General description.* The RLE District is established to help provide for the following:

1. A very low-density residential development option that retains rural character.
2. Protection of agricultural lands and natural resources.
3. Reductions in public infrastructure and public services in comparison to more dense residential developments.

B. *Permitted uses and structures.*

1. Detached single-family dwellings.
2. Agricultural uses.
3. Agricultural accessory uses and structures.
4. Residential accessory uses and structures.
5. Customary Home Occupations, as regulated in Chapter 4.
6. Signs as regulated in the Farragut Code of Ordinances.
7. Utility uses.

C. *Area regulations.*

1. *Front Yard.* All structures, excluding fences, landscape structures, walls, entrance pillars, and certain utility structures, shall be set back from the nearest point of any right-of-way a minimum of 35 feet.

Landscape structures, walls, and entrance pillars shall be set back from the nearest point of any right-of-way a minimum of 10 feet. Fences may extend to the property lines provided no visibility obstructions are created where such fence is within a front yard. Drainage and utility easements must also be accessible and not affected by fence placement or type. Utility structures that serve more than one lot shall be within the right of way or the standard utility easement along property lines.

2. *Side yard.*

- a. All principal buildings used as a residence shall be set back a total on two sides of at least 50 feet, but not less than 20 feet on any one side;

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- b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
 - c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of 10 feet.
3. *Rear yard.*
 - a. All principal buildings used as a residence shall be setback a minimum of 25 feet;
 - b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
 - c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of 10 feet.
 4. *Lot width.*
 - a. Each lot shall front on a public street for a minimum of 75 feet.
 5. *Maximum lot coverage.*
 - a. Total building coverage: 15 percent per lot.
 - b. Total lot coverage: 25 percent per lot.
 6. *Size regulations.* No non-agricultural accessory building shall exceed 30 percent of the footprint of the principal building that is used as a residence or 600 square feet in size, whichever is greater.
 7. *Lot size.* The minimum lot size shall be two acres.
- D. *Height regulations.*
1. No principal building shall exceed 2½ stories, or 35 feet in height.
 2. Non-agricultural accessory structures shall not exceed 15 feet in height.
 3. Agricultural structures are exempt from the height regulations.
- E. *Off-street parking.* As regulated in Chapter 4.
- F. *Development regulations.*
- Due to the large lot acreage and lower development density associated with this district, the Planning Commission may waive or reduce certain development related requirements without the need for separate variances as part of their review of a concept plan and/or preliminary plat. Those development-related requirements where this may apply are listed below and would be considered only where a proposed layout takes into consideration the natural characteristics of the property and demonstrates substantial commitment to preserving rural character and natural areas, such as forested portions of a development.
1. *Open space.* The 10% open space requirement may be waived given the open space nature of this district.

-
2. *Street width.* The street width may be reduced from the local street standards given the lack of on-street parking and lot sizes. The minimum street width, however, must still comply with any Fire Code-related requirements applying to access.
 3. *Street drainage.* Open ditch drainage may be permitted in lieu of curb and gutter if supported by the Town Engineer.
 4. *Stormwater detention.* Depending on the property and the scale and/or arrangement of lots withing the development, stormwater detention may be waived or reduced if supported by the Town Engineer.
 5. *Pedestrian facilities along spine streets.* Any development in the RLE District must include a plan for shared use paths with a focus on providing connections to abutting properties rather than such facilities being installed along the streets internal to the development. The requirement for a sidewalk along one side of the main spine street may be waived in lieu of connections provided through shared use paths. This would help lessen the amount of hardscape within the right of way and contribute to a more rural character while still promoting connectivity

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

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Michelle Pence, Director of Administrative Services

Subject: Resolution R-26-10 Authorizing the Town to Participate in the Public Entity Partners Cybersecurity Matching Grant Program

Introduction & Background: The Town’s insurance coverage provider, Public Entity Partners, offers a matching grant for purchases related to cybersecurity. The objective of the grant program is to help members with purchases related to cybersecurity tools, training, and services to help protect from ransomware and social engineering attacks and allow members to increase their ability to qualify for Cybersecurity Insurance coverage.

Discussion & Recommendations: Proper employee training can help employees recognize fraudulent emails, emails with dangerous links, and potential social engineering tactics. In addition to training, implementing safeguards and services such as multifactor authentication to access emails and computers, endpoint detection and response to monitor devices for suspicious activity and threats, maintaining proper data backup procedures, and creating an incident response plan will help protect the Town in the event of an attempted cybersecurity breach and will aid in the recovery process in the event of a successful cybersecurity breach. If awarded the Cybersecurity Matching Grant, Public Entity Partners will match what the Town spends on approved purchases related to cybersecurity with the maximum reimbursement amount based on a Priority Classification Matrix as determined by Public Entity Partners. The matching grant requires that the attached Resolution be passed by the governing body to authorize participation in the grant program.

Funding is already included in the approved FY 2026-2027 budget. Reimbursement of up to \$1,500 will be requested.

Recommended By: Michelle Pence, Director of Administrative Services for approval.

Proposed Motion: Approval of Resolution R-26-10 Authorizing the Town to Participate in the Public Entity Partners Cybersecurity Matching Grant Program



Town of Farragut, Tennessee

RESOLUTION: R-26-10

A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS “CYBER SECURITY PARTNERS” MATCHING GRANT PROGRAM

WHEREAS, the cyber security safety of the Town of Farragut is of great importance; and

WHEREAS, all efforts shall be made to provide reduced liability for the Town of Farragut; and

WHEREAS, Public Entity Partners seeks to encourage a secure cyber environment by offering a *Cyber Security Partners Matching Grant Program*; and

WHEREAS, the Town of Farragut now seeks to participate in this important program.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee the following:

SECTION 1. That the Town of Farragut is hereby authorized to submit an application for the *Cyber Security Partners Matching Grant Program* through Public Entity Partners.

SECTION 2. That the Town of Farragut is further authorized to provide a matching sum for any monies provided by this grant.

Resolved this 9th day of July in the year 2026.

Ron Williams, Mayor

Hailey Russell, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Michelle Pence, Director of Administrative Services

Subject: Resolution R-26-11, Authorizing the Town to Participate in the Public Entity Partners “James L. Richardson Driver Safety” Matching Grant Program

Introduction & Background: The Town’s insurance coverage provider, Public Entity Partners, offers an annual matching grant for training or equipment purchases related to driver safety. The objective of the grant program is to help members address training needs and safety concerns for employees that operate Town vehicles and purchase items designed to reduce automobile liability claims. The grant is a 50/50 matching grant for training and driver safety-related purchases and 100% reimbursement for Motor Vehicle Record checks.

A Motor Vehicle Record (MVR) check is performed on every Town employee who is authorized to drive Town vehicles to complete their daily job duties or to attend training events and conferences. The MVR check provides information on the employee’s driving history so that the Town can determine if these employees are eligible to drive Town vehicles. The MVR check provides information such as, but not limited to, moving violations, violations involving drugs or alcohol, reckless driving violations, a suspended or revoked license, an at-fault accident resulting in serious injury or fatality, or if the employee left the scene of an accident.

Discussion & Recommendations: Proper training and equipment can help protect Town staff and vehicles by encouraging safer driving habits and reduce the number of automobile liability claims. Employees involved in accidents may result in lost time from work, reduced efficiency, and an increase in the Town’s insurance premium.

If awarded the Driver Safety Matching Grant, Public Entity Partners will match what the Town spends on approved training or equipment purchases related to driver safety with the maximum reimbursement amount based on a Priority Classification Matrix as determined by Public Entity Partners. The grant requires that the attached Resolution be passed by the governing body to authorize participation in the grant program.

Funding is already included in the approved FY 2026-2027 budget. Reimbursement of up to \$1000 will be requested.

Recommended By: Michelle Pence, Director of Administrative Services for approval.

Proposed Motion: Approval of Resolution R-26-11, Authorizing the Town to Participate in the Public Entity Partners “James L. Richardson Driver Safety” Matching Grant Program



Town of Farragut, Tennessee

RESOLUTION: R-26-11

A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS “JAMES L. RICHARDSON DRIVER SAFETY” MATCHING GRANT PROGRAM

WHEREAS, the safety and well-being of the employees of the Town of Farragut is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the Town of Farragut employees; and

WHEREAS, The Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “*Driver Safety*” *Matching Grant Program*; and

WHEREAS, the Town of Farragut now seeks to participate in this important program.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee the following:

SECTION 1. That the Town of Farragut is hereby authorized to submit an application for the “*Driver Safety*” *Matching Grant Program* through Public Entity Partners.

SECTION 2. That the Town of Farragut is further authorized to provide a matching sum for any monies provided by this grant.

Resolved this 9th day of July in the year 2026.

Ron Williams, Mayor

Hailey Russell, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Michelle Pence, Director of Administrative Services

Subject: Resolution R-26-12, Authorizing the Town of Farragut to participate in the Public Entity Partners Judy Housley Safety Matching Grant Program

Introduction & Background: The Town’s insurance coverage provider, Public Entity Partners, offers an annual matching grant for training or equipment purchases related to driver safety. The objective of the grant program is to help members address training needs and safety concerns for employees that operate Town vehicles and purchase items designed to reduce automobile liability claims. The grant is a 50/50 matching grant for training and driver safety related purchases.

Discussion & Recommendations: Proper training and equipment can help protect town staff and vehicles by encouraging safer driving habits and reducing the number of automobile liability claims. Employees involved in accidents may result in lost time from work, reduced efficiency, and an increase in the town’s insurance premium.

Public Entity Partners will match what the town spends on approved training or equipment purchases related to driver safety with the maximum reimbursement amount based on a Priority Classification matrix. Additionally, the grant requires that the attached resolution be passed by the governing body to authorize participation in the grant program.

Funding is already included in the approved FY 2026-2027 budget. Reimbursement of up to \$1500 will be requested.

Recommended By: Michelle Pence, Director of Administrative Services for approval.

Proposed Motion: To approve Resolution R-26-12, a resolution authorizing the Town of Farragut to participate in the Public Entity Partners Judy Housley Safety Matching Grant Program



Town of Farragut, Tennessee

RESOLUTION: R-26-12

**A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE
TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN
THE PUBLIC ENTITY PARTNERS'S PROPERTY CONSERVATION
MATCHING GRANT PROGRAM**

WHEREAS, the safety and well-being of the employees of the Town of Farragut is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the Farragut employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "*Safety Partners*" *Matching Grant Program*; and

WHEREAS, the Town of Farragut now seeks to participate in this important program.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee authorize town staff to submit application for the *Judy Housley Safety Partners Matching Grant Program* through Public Entity Partners; and that the Town of Farragut is further authorized to provide a matching sum for any monies provided by this grant.

Resolved this 9th day of July in the year 2026.

Ron Williams, Mayor

Hailey Russell, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Tessa Cortes, Finance Director - Treasurer

Subject: Resolution R-26-13, Approving the Town of Farragut Purchasing Policy

Introduction & Background: The purpose of this agenda item is to present the revised purchasing policy for the Town of Farragut.

Discussion & Recommendations: The current purchasing policy, last updated in March 2011, has undergone a complete comprehensive rewrite to better align with current best practices, legislative requirements, and evolving needs of the Town of Farragut. The revised policy is designed to improve procurement efficiency, increase transparency, and ensure fiscal responsibility.

Staff is presenting the new purchasing policy for board review and approval. The new policy addresses key changes that will streamline processes, improve competition, and ensure compliance with all relevant regulations.

Key revisions in the purchasing policy:

Area Updated	2011 Policy	2026 Draft Policy	Summary of Update
Administrative Responsibility	Purchasing responsibilities were primarily assigned to the Town Recorder and Accounts Payable Clerk.	Purchasing administration references are updated to the Finance Department and Finance Director.	Updates the policy to reflect the Town's current organizational structure and centralizes procurement oversight within Finance.
Department Responsibilities	Departments were responsible for planning purchases, preparing specifications, inspecting merchandise, and notifying the Accounts Payable	Departments continue to be responsible for planning, specifications, inspection, and vendor issues, but coordination now occurs through the Finance Department and Finance Director.	Maintains department accountability while updating points of contact and internal workflow.

	Clerk or Town Recorder of issues.		
Competitive Bidding Threshold	Formal bids were required for purchases of \$10,000 or more under the 2011 policy.	The policy now reflects the Town's current competitive bidding threshold of purchases exceeding \$25,000 , as previously adopted by Ordinance 25-04 on February 27, 2025.	This is not a new threshold change. The policy is being updated to match the threshold already adopted by ordinance.
Written Quotes	Three written quotes were required for purchases between \$4,000 and \$9,999.99 .	The policy now reflects the written quotation requirements associated with the current threshold: three written quotations for purchases between \$10,000 and \$24,999.99 , whenever possible, and one written quote for purchases between \$3,000 and \$9,999.99 .	Updates the policy to match the purchasing requirements already established through Ordinance 25-04 and provides clearer guidance for lower-dollar purchases.
Purchase Order Requests	A requisition was required for all purchases and was routed through the Accounts Payable Clerk.	A purchase order request is required for purchases of \$3,000 or more , with supporting documentation such as quotes, contracts, invoices, sole source forms, or other backup.	Modernizes the requisition process into a purchase order request process and clarifies documentation requirements.
Solicitation Methods	The policy addressed formal bids, written quotations, verbal quotations, requests for proposals, and requests for qualifications.	The updated policy expands guidance to include Invitations to Bid, written quotations, RFPs, RFQs, RFIs, cooperative contracts, piggyback contracts, and grant-funded procurement.	Adds additional procurement methods and provides clearer direction for more complex purchasing needs.
Cooperative and Piggyback Contracts	The 2011 policy did not include detailed guidance on cooperative or piggyback purchasing.	The 2026 draft adds guidance for using cooperative contracts and piggyback contracts when the original contract was competitively solicited and properly documented.	Provides a formal process for using cooperative purchasing options while maintaining procurement documentation.

Grant-Funded Procurement	The 2011 policy did not include a separate section for grant-funded procurement.	The 2026 draft requires grant-funded purchases to comply with applicable federal, state, local, and grant requirements, with the more restrictive requirement controlling.	Adds guidance to support compliance when purchases involve grant funds.
Budget Authority	The 2011 policy focused on requisitions and procurement approval but did not include the same level of budget authority language.	The 2026 draft states that no purchase, contract, change order, renewal, credit card transaction, or emergency purchase may be initiated unless sufficient budget authority exists or another lawful authorization is approved.	Strengthens internal controls by tying procurement activity to approved budget authority.
Emergency Purchases	Emergency purchases required Town Administrator authorization, and the Board was to be informed within 24 hours.	The updated policy keeps the same basic emergency authorization framework and adds documentation requirements related to the Town Emergency Management Plan and potential reimbursement.	Retains existing emergency purchasing controls while adding stronger documentation for emergency-related costs.
Sales Tax	The 2011 policy did not contain a separate sales tax policy.	The 2026 draft adds a sales tax policy requiring employees to ensure Tennessee sales tax is not paid on eligible tax-exempt municipal purchases and to document efforts to correct tax charged in error.	Adds accountability for tax-exempt purchasing and invoice review.
Protest Policy	The 2011 policy did not include a detailed bid protest procedure.	The 2026 draft adds a protest policy with a seven-day filing deadline, required protest contents, written determination by the Purchasing Agent, protest bond requirements, and stay-of-award language.	Creates a defined administrative process for reviewing and resolving procurement protests.
Competitive Sealed Bids and Proposals	The 2011 policy included general bid and proposal descriptions.	The 2026 draft adds detailed procedures for bid preparation, advertisement, bid opening schedule, receipt of bids, bid openings, evaluation, and proposal-	Provides more complete step-by-step procedures for formal procurements.

		related review.	
Gift Card Purchases	The 2011 policy did not include a purchasing gift card policy.	The 2026 draft adds a gift card policy addressing approved uses, prohibited uses, authorization, internal controls, distribution documentation, reconciliation, and tax reporting.	Adds controls for a cash-equivalent item that requires careful tracking and tax compliance.
Credit Card and Buyer Policy	The 2011 policy included a gas card policy but did not include the same broader credit card and buyer account language.	The 2026 draft clarifies that credit cards, purchasing cards, gas cards, and store accounts are payment methods and do not waive purchasing thresholds, budget authority, documentation requirements, or conflict-of-interest rules.	Clarifies that use of a card does not bypass procurement rules.
Sole Source / Single Source	The 2011 policy addressed sole source purchases when only one supplier exists.	The 2026 draft continues to require justification and Town Administrator approval and expands the language to include both single source and sole source purchases.	Clarifies source justification requirements and recognizes the distinction between sole source and single source purchases.
Surplus Property	The 2011 policy included procedures for sale and disposal of surplus property through the Town Recorder and Board approval for certain items.	The 2026 draft references the Town's separate Surplus Property Sale and Disposal Policy and clarifies that the purchasing policy governs acquisition, while the surplus policy governs disposition.	Separates acquisition procedures from disposal procedures and points staff to the appropriate policy.
Town Attorney Review	The 2011 policy did not include a detailed Town Attorney review section.	The 2026 draft adds a Town Attorney review policy for contracts or provisions involving legal risk, including software licensing, data privacy, cybersecurity, confidentiality, outside-	Adds legal review safeguards for higher-risk contracts and contract terms.

		party agreements, exceptions to procurement documents, and related matters.	
Policy Purpose and Overall Structure	The 2011 manual provided general purchasing guidance and procedures.	The 2026 draft reorganizes and expands the manual into a more comprehensive Purchasing Policies and Procedures document for Finance Department procurement.	Modernizes the policy format, updates terminology, and adds clearer guidance for employees involved in purchasing.

Overall Summary:

The revised Purchasing Policy updates the Town’s 2011 policy to reflect the current organizational structure, recent purchasing code amendments, modern procurement practices, and stronger internal controls. The policy does **not** create a new competitive bidding threshold; rather, it updates the manual to match the \$25,000 threshold and related quotation requirements previously adopted by Ordinance 25-04 on February 27, 2025. Other significant updates include moving purchasing administration references to the Finance Department, adding formal protest procedures, expanding guidance for cooperative and grant-funded procurement, strengthening documentation and budget controls, and adding new policy sections for sales tax, gift cards, credit card use, Town Attorney review, and competitive sealed bid and proposal procedures.

Recommended By:

Tessa Cortes, Finance Director - Treasurer for approval.

Proposed Motion:

Approval of Resolution R-26-13, Approving the Town of Farragut Purchasing Policy



TOWN OF FARRAGUT

RESOLUTION R-26-13

A RESOLUTION ADOPTING PURCHASING POLICIES FOR THE TOWN OF FARRAGUT, TENNESSEE

WHEREAS, the governing body of the Town of Farragut desires to establish methods to comply with said law and to provide for a more formal process for the procurement of equipment, services, and materials for the operation of municipal government, and

WHEREAS, such action is required by the Municipal Purchasing Law of 1983, *Tennessee Code Annotated 6-56-301 et seq.*,

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

Section 1. The purchasing policies attached hereto and made a part hereof are hereby adopted.

Section 2. The purchasing agent, as previously designated by Farragut Municipal Code Section 2-298, shall be responsible for the enforcement of the policies hereby adopted.

Section 3. Changes or revisions to the policy hereby adopted shall be made only by resolution of the Board of Mayor and Aldermen of the Town of Farragut.

Resolved this 9th day of July 2026.

Ron Williams, Mayor

Hailey Russell, Town Recorder



Town of Farragut, Tennessee

**Purchasing
Policies and Procedures**

Finance Department - Procurement

Revised July 2026

1. INTRODUCTION

This manual has been prepared to provide information and direction to the various departments of the Town. Its primary purpose is to communicate policies and give guidance to purchasing personnel.

The manual will be revised and supplemented, as required, to meet new needs and conditions. Revised pages will be dispensed to all holders who are responsible for keeping the manual current. An important part of this updating process depends on the constructive comments, information, and suggestions received from you, the users. Your comments are encouraged.

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2. DEFINITIONS

Policies: Policies, as referred to in this manual, are pre-decisions made by administration for the purpose of giving information and directions about the objectives the Town wants to achieve. Policies establish basic philosophies and climate and determine the major values upon which the Town must operate.

Procedures: Procedures are the prescribed means of accomplishing policy. Their intent is to provide Town personnel with guidelines and, where appropriate, specific action sequences to ensure uniformity, compliance, and control of all policy-related activities.

If there are any questions, please contact the Finance Director. Requests for additional copies should be addressed to the same office.

3. FINANCE DEPARTMENT'S RESPONSIBILITIES

Develop written operating policies, procedures and standards for the procurement of goods and services.

Comply with appropriate State and Federal laws on procurement.

Design effective internal controls to protect the integrity of the financial system

Achieve maximum integration with other departments of the Town.

Aid and cooperate with all departments in meeting their needs for operating supplies, equipment, and services.

Process all requisitions with the least possible delay.

Know the sources and availability of needed products and services and maintain current vendor files.

Process and maintain procurement files

Assist in preparation of specifications.

Prepare and advertise requests for bids and maintain bid files.

Keep items in sufficient quantities to meet normal requirements of the town for a reasonable length of time within space availability.

Transfer or dispose of surplus property.

4. TOWN DEPARTMENTS' RESPONSIBILITIES

To allow ample lead time for the Finance Department to process the request. *See COMPETITIVE SEALED BID AND PROPOSAL PROCEDURES.

To prepare a complete and accurate description of materials to be purchased.

To plan purchases to eliminate avoidable emergencies.

To initiate specification preparation on items to be bid.

To obtain prices on comparable materials.

To inspect merchandise upon receipt and complete a receiving report noting any discrepancies in types, numbers, condition, or quality of goods.

To advise the Finance Department of defective merchandise or dissatisfaction with vendor performance.

To advise the Finance Director of surplus property.

5. GLOSSARY

For the purpose of this manual, the following terms, phrases, words, and their derivations shall have the meanings given herein:

Anti-Trust Laws: Federal and state laws that protect free and open competition by prohibiting practices such as price fixing, bid rigging, and market allocation. Violations may expose individual employees and the Town to criminal and civil penalties.

Architecture/Engineering (A/E) Firm: A professional services firm licensed to practice architecture, engineering, or both. A/E firms are selected on the basis of qualifications and competence rather than competitive price bidding.

Authorized Personnel: Those persons approved to perform designated functions.

Bid: A price offer by an intended seller or an intended buyer.

Bid Advertisement: A public notice placed in a newspaper of general circulation containing information and/or online published public notice about an Invitation to Bid (ITB), Request for Information (RFI), Request for Qualifications (RFQ) or Request for Proposal (RFP).

Bidders List: A list of vendors who have signified in writing an interest in submitting bids for categories of goods and services.

Bid Opening: The act of publicly opening the bid envelopes and making the bids available for public inspection.

Capital Expenditure: An expenditure that results in the acquisition of, or an addition to a fixed asset.

Change Order: The written order to a contract authorizing an addition, deletion or revision in the work, price or contract time, issued after the execution of the purchase or contract.

Contract or Agreement: A formal written agreement executed by the Town and a Vendor containing the essential terms and conditions under which goods or services are to be furnished to the Town.

Controllable Assets: Any item of Town-owned personal property with a useful life greater than one year and an acquisition cost between \$2,000.00 and \$9,999.99. These items do not meet the capitalization threshold for fixed assets but require tracking to maintain accountability for public property and surplus.

Cooperative Contract (or cooperative agreement): a competitively solicited and publicly awarded procurement contract that allows multiple organizations, such as government agencies, school districts, and nonprofit agencies, to pool their purchasing power and

avoid duplicative bidding when the original contract was competitively solicited and awarded.

Contractor: Any person or business having a contract with the Town.

Department: An organizational unit within the Town government that is responsible to the Town Administrator, or designee.

Emergency Purchase: The purchase of supplies and/or services whose immediate procurement is essential to prevent delays which may vitally affect the life, health, safety, or convenience of citizens or serious loss or injury to the Town.

Employee: An individual employed by the Town and compensated with wages.

Fixed Assets: Individual tangible items, either original or replacement that have useful life expectancy beyond one year and a cost of \$10,000.00 or more. Fixed assets are capitalized and recorded in the Town's financial statements in accordance with GASB 34 reporting standards.

Goods: Includes property to be purchased by the Town, including equipment, supplies, materials, and components or repair parts.

Invitation to Bid (ITB): Formal bidding documents issued by the Town, accompanied by a bid advertisement requesting pricing from vendors for specified goods or services.

Lease: A contract for the use of real estate or personal property for a term in return for a specified rent or other compensation.

Lowest Responsible Bid: The lowest bid or offer meeting all requirements of the specifications, terms, and conditions of the invitation for bid. It is expressly understood that the lowest responsible bid includes any related costs to the Town in a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract.

May: Denotes the permissive.

Board of Mayor and Aldermen: The legislative and governing body of the Town.

Payment Bond: A bond posted by a contractor on construction projects to guarantee that subcontractors, laborers, and material suppliers are paid, preventing mechanics liens.

Performance Bond: A bond provided in connection with a contract that guarantees the performance and fulfillment of all the terms, conditions, and agreements contained in the contract.

Policies: Policies, as referred to in this manual, are decisions made by administration for the purpose of giving information and direction about the objectives the Town wants to achieve. Policies establish basic philosophies, climate and determine the major values upon which the Town shall operate.

Procedures: Procedures are the prescribed means of accomplishing policy. Their intent is to provide Town personnel with guidelines and, where appropriate, specific action sequences to ensure uniformity, compliance, and control of all policy-related activities.

Procurement: Purchasing, renting, leasing or otherwise acquiring any supplies, services or construction.

Purchasing Agent: The director of the Town's purchasing program. In the Farragut Municipal Code, the Purchasing Agent is the Town Administrator or Town Administrator's designee.

Purchase Request: A request generated by a user department which authorizes a contract to be entered into with a vendor to purchase goods or services for the Town and to charge the appropriate user department budget or project. This is for internal use and cannot be utilized by the user department to order materials directly from a supplier.

Purchasing: The act, function, and responsibility for the acquisition of goods and services.

Retainage: A portion of a construction contract price (5%) from progress payments to contractors to ensure project completion, quality standards, and defect correction.

Responsible Bidder: A person or business that has the capability in all respects to perform fully the contract requirements and has integrity and reliability that will assure good faith performance.

Responsive Bidder: A person or business that has submitted a bid that conforms in all material respects to the bid solicitation.

Sealed Bid: An offer submitted in a closed envelope to be opened at a specific time and place.

Shall: Denotes a mandatory obligation.

Services: Includes all work or labor performed for the Town on an independent contractor basis, including maintenance, construction, manual, clerical or professional services.

Single Source: The acquisition of goods or services from one identified supplier without competitive solicitation, based on a documented determination that this supplier is the

only practicable option to fulfill the agency's operational, technical, or functional needs, even though alternative sources may exist in the broader marketplace.

Sole Source: That only one supplier of an item or service, and no other reasonable alternatives exist.

Specification: A statement containing a detailed description or enumeration of particulars, as to the terms of a contract, detailed description of the physical or functional characteristics of goods or services.

Statutes: These are laws passed by Congress or the State of Tennessee General Assembly and signed by the President of the United States, the Governor of the State of Tennessee, or the governing body of the Town of Farragut, respectively, that are codified in volumes called "Codes" according to subject matter.

Surplus Property: Town-owned property that is no longer required or has no practical use by the Town.

Town: The Town of Farragut, Tennessee.

Town Administrator: The chief administrative officer of the Town, appointed by the Farragut Board of Mayor and Aldermen.

User Department: The organizational unit within the Town that utilizes supplies, services, contractors or construction related activities.

Vendor: Any individual or Business conducting business or seeking to do business with the Town.

6. LAWS AND POLICY

6.1 PURPOSE

To provide guidance to employees engaged in the purchasing function concerning antitrust laws.

6.2 SCOPE

This policy applies to all Town personnel involved in the procurement process.

6.3 ANTITRUST

This policy of the Town is to comply with the letter and spirit of all laws applicable to the Town's business and interest and adopted in accordance with the Tennessee Municipal Purchasing Law of 1983, Tennessee Code Annotated, Title 6, Chapter 56, Part 3, and other applicable provisions of Tennessee Code Annotated.

Violation of the antitrust laws in any area of the Town's operations may have far-reaching effects, causing substantial injury to the company in lengthy and expensive litigation, damage liability, and injunctions. An employee who participates in a violation is individually and personally subject to fine or imprisonment.

The Town's compliance with these laws depends on the employees' occupying positions of responsibility, especially in a procurement capacity.

It is, therefore, the policy to comply strictly in all respects with the antitrust laws. There shall be no exception to this policy, nor shall it be compromised or qualified by anyone acting for or on behalf of the Town.

Each employee is obligated in his/her area of responsibility to adhere to the above policy. The Town's purchasing personnel are not expected to have the knowledge of a lawyer but are expected to be guided by the Town's past practices and policies, the Institute for Public Procurement values and guiding principles, and common sense. When he or she is faced with a new problem with unknown legal implications, he or she is expected to refer to their immediate supervisor who will consult the Town's legal counsel for advice.

6.4 FEDERAL LAWS

There are laws that have as their main objectives the preservation of fair competition.

The Sherman Antitrust Act

Congress passed the Sherman Antitrust Act in 1890. It prohibits contracts and conspiracies in restraint of trade, conspiracies to monopolize trade, and attempts to monopolize. The United States Department of Justice, the states' attorney general and private parties may sue to enforce it. The act makes illegal price fixing, bid rigging, territorial market allocation and some types of tying arrangements and boycotts.

The Clayton Antitrust Act

Congress enacted the Clayton Antitrust Act in 1914. It prohibits price discrimination and also precludes tying arrangements, certain mergers and interlocking directorates between competing companies, and certain exclusive deals and refusals to deal where their effect is to substantially lessen competition or monopolize interstate commerce.

The Federal Trade Commission Act

The Federal Trade Commission Act, which Congress passed in 1914, prohibits unfair competition. It created the Federal Trade Commission, which prosecutes through administrative action conduct that restrains trade but may not rise to the level of a violation of antitrust law.

7. CONFLICT OF INTEREST POLICY

7.1 PURPOSE

To provide guidance to employees & elected officials engaged in any aspect of the purchasing function concerning the avoidance of a conflict of interest.

7.2 SCOPE

This policy applies to all who participate in any phase of the purchasing process.

7.3 GENERAL

Disclosure of personal interest by official with vote.

An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself from voting on the measure. (Farragut Municipal Code § 2-151)

Disclosure of personal interest in non-voting matters. An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on a form provided by and filed with the recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter. (Farragut Municipal Code § 2-152)

Any employee or official with a personal interest, family relationship, financial interest, outside employment relationship, or other conflict involving a vendor, bidder, proposer, contractor, subcontractor, or procurement decision must disclose the conflict in accordance with the *Town's Ethics Policy* and must not participate in the procurement decision unless expressly authorized by the Town Administrator and Town Attorney. (Farragut Municipal Code § 2-150)

8. BIDS, QUOTATIONS, PROPOSALS POLICY

8.1 PURPOSE

To give a brief description of the three most used forms of procurement by the Town.

8.2 SCOPE

This applies to specific forms of procurement.

8.3 GENERAL

The purpose of obtaining bids, quotations, or proposals is to obtain the quality of materials and/or services consistent with the Town's needs, in a timely manner, and at the best value.

The process will involve communications between the User Department, Town Administrator, Finance Director, Finance Department, vendors and consultants.

Potential vendors will be given an opportunity to provide bids, quotations, or proposals and will be treated fairly during the process.

No purchase, contract, change order, renewal, credit card transaction, or emergency purchase may be initiated unless sufficient budget authority exists or the purchase has been otherwise authorized through an approved budget amendment, transfer, emergency authorization, or other lawful action.

9. TYPES OF SOLICITATIONS

9.1 Competitive Formal Bid or Invitation to Bid (ITB):

An Invitation to Bid is the solicitation of competitive, written, sealed bids, based on specifications of the required equipment, material, and/or service. These are sometimes called "Competitive Formal Bids" because bids are submitted to the Finance Director or designee where they are held until there is a public opening of the bids, and because bids are reported to the Town of Farragut Board of Mayor and Aldermen for award at a Board meeting.

This method of solicitation is used when the cost of the goods, materials, and/or services exceeds \$25,000.00 per Ord. No. 25-04, § 1, 2-27-2025

The process shall promote open competition, transparency, and equal treatment of bidders in accordance with the Tennessee Municipal Purchasing Law of 1983.

Purchases shall not be divided to avoid formal bidding requirements.

9.2 Written Quotation:

A Written Quotation is the solicitation of three written offers and/or pricing based on specifications of the required equipment, material, and/or general services. These are sometimes called "informal bids" or "competitive pricing" because there is usually not a public opening, and the award is generally not made by the Town of Farragut Board of Mayor and Aldermen.

This method of solicitation is used to obtain three (3) written quotations when the cost of the goods, materials, and/or services will be between \$10,000.00 and \$24,999.99. Written justification must be provided with Purchase Order request if not using the lowest price quoted for purchase.

For expenditures in the amount of \$3,000.00 to \$9,999.99, one (1) written quote should be obtained.

Written Quotations should be dated within 60 days of Purchase Order request if no expiration date is listed and shall list any cooperative contract being used for purchase.

9.3 Request for Proposals (RFP):

This is the solicitation of proposals to furnish equipment or services. Proposals are requested based on general requirements and/or guidelines and those persons or companies submitting proposals may offer the equipment or services they have determined to be best suited to the general requirements stated in the RFP. Proposals will usually differ in the details of what is offered by those submitting proposals; the details and/or pricing of proposals are usually subject to negotiation.

An RFP may also be used for the purchase of equipment that is designed and built for a specific project, or if more than one type of equipment will suit the intended purpose and “results” along with “performance” is the emphasis of the specification.

Proposals may also be used for general services when the companies who are expected to respond will offer different levels of service or have a range of qualifications that are to be considered in addition to price.

Per Ord. No. 25-05, § 1, 6-26-2025, The Board of Mayor and Aldermen shall make a determination with regard to each use of competitive sealed proposals rather than competitive sealed bids, except that in actual emergencies caused by unforeseen circumstances such as natural or human-made disasters, delays by contractors, delays in transportation, or unanticipated volume of work, purchases through competitive sealed proposals may be made without specific authorizing action of the Board.

9.4 Request for Qualifications (RFQ)/(RFQu):

This method is generally used to procure professional services. RFQu is commonly used for:

- Engineering
- Architectural services
- Consultants
- Professional services where qualifications matter more than price initially

Under Tennessee law, professional services are often procured based on qualifications rather than low bid. For example: Architectural and engineering services commonly follow qualifications-based selection under T.C.A. § 12-4-107 consultant selection statutes and local policy.

The basis for selection is qualifications of the prospective professional not price bidding. After qualified vendors are ranked, negotiations can begin with the top ranked firm.

(Note: If the proposed consultant has previously performed related work on the system for which services are being contracted, and contracting with another professional would cause additional expense to the Town in order for the consultant to become familiar with the system, an exception may be requested.)

Existing relationships: T.C.A. allows expansion of scope with an existing A/E firm if the relationship is satisfactory and the additional work falls within the firm’s technical competency.

For municipal purchasing policies under the Municipal Purchasing Law of 1983, A/E services are generally treated as professional services exempt from standard competitive sealed bidding requirements when procured under T.C.A. § 12-4-107.

9.5 Request for Information (RFI):

This is an advertised non-binding document used to gather information about capabilities, solutions, or to clarify project details. It is an exploratory process, usually preceding an RFP (Request for Proposal), to narrow down potential suppliers or resolve ambiguities in proposed projects.

9.6 Cooperative Contracts:

Cooperative purchasing may be used when it is determined to be in the best interest of the Town. The Town and other agencies may procure goods or services through contracts awarded by the State of Tennessee, other governmental entities, or recognized cooperative purchasing organizations, provided the original contract was competitively solicited and awarded to governmental entities in accordance with applicable procurement laws and standards. Exclusions: new construction, fuel/lubricants, legal services, audit services, bond-related services, and real property transactions, new and unused motor vehicles (except special-purpose vehicles authorized by Tennessee law).

Documentation supporting the cooperative purchase shall be maintained in the procurement file and include:

- Copy of the originating solicitation and contract award
- Verification that competitive procedures were utilized

Approved Cooperative Contract Sources:

- **Statewide Contracts (SWC – State of TN) – allows new motor vehicles**
- **OMNIA Partners**
- **Sourcewell**
- **TIPS USA**
- **BuyBoard**
- **NASPO with participating addendum from State of TN**

9.7 Piggyback Contracts

The Town may utilize contracts awarded by other governmental entities (known as piggybacking) when the originating solicitation was competitively procured in accordance with applicable law and the contract expressly includes cooperative or access language. Documentation supporting the piggyback purchase shall be retained in the procurement file. Exclusions: new construction, fuel/lubricants, legal services, audit services, bond-related services, and real property transactions, new and unused motor vehicles (except special-purpose vehicles authorized by Tennessee law).

The Town reserves the right to solicit separate bids when determined to provide greater value or operational benefit.

9.8 Grant Funded Procurement:

Procurement activities using grant funds shall comply with:

- Tennessee Code Annotated.
- The Municipal Purchasing Law of 1983.
- Applicable federal, state, and local procurement requirements, including 2 CFR Part 200 when federal funds are involved.

Where procurement requirements differ, the more restrictive procurement requirements shall govern and prevail.

10. EMERGENCY PURCHASES POLICY

10.1 PURPOSE

To establish guidelines for emergency purchases.

10.2 SCOPE

This policy applies to all Town departments involved in the procurement process.

10.3 GENERAL

Emergency purchases require authorization by the Town Administrator.

Emergency Defined: An emergency is a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the life, safety, or health of the public or Town employee, or the continuation of services to the citizen, or serious loss or injury to the Town.

The Town Administrator shall inform the Board of Mayor and Aldermen within 24 hours of the incident or event.

Failure to exercise reasonable planning or anticipation of routine needs is not justification for using emergency procedures.

Per Emergency Operations Plan, Annex G: Emergency purchases shall comply with the Emergency Purchases section of this Purchasing Policy. When the Town Emergency Management Plan is activated, emergency-related costs may be eligible for reimbursement in accordance with Annex G of the Town Emergency Management Plan. Departments must document emergency purchases, emergency-related labor, equipment usage, supplies, and contracted services using the forms required by Finance and the Emergency Management Plan.

11. GAS CARD POLICY

11.1 PURPOSE

To establish guidelines for fuel purchases with a Town issued gas card.

11.2 SCOPE

This policy applies to all employees who purchase fuel for Town vehicles.

11.3 GENERAL

Assigned company fuel credit cards are to be used **for gas only and for the assigned vehicle only**, unless otherwise authorized. Employees are to use the self-service fuel island and to use regular unleaded gas only, unless otherwise specified. Fuel receipts must contain the following information: the correct date, gallons, price per gallon, total price, and mileage at the time the vehicle is refueled.

12. SALES TAX POLICY

12.1 PURPOSE

To establish guidelines for sales tax compliance.

12.2 SCOPE

This policy applies to all employees who purchase for the Town.

12.3 GENERAL

Purchases by the Town are exempt from Tennessee sales and use tax when made directly by the municipality for official governmental purposes in accordance with Tennessee law and supported by a valid exemption certificate.

All employees making purchases on behalf of the Town are responsible for ensuring Tennessee sales tax is not paid on eligible tax-exempt municipal purchases.

Departments shall provide vendors with the Town's sales tax exemption documentation at the time of purchase and review invoices for accuracy prior to payment. Any sales tax charged in error shall be disputed with the vendor and corrected before payment whenever practicable.

When sales tax is charged on an eligible tax-exempt Town purchase, the employee must make a good-faith, best effort to have the tax removed, credited, or refunded by the vendor and must document those efforts when submitting the purchase documentation to the Finance Department.

13. PROTEST POLICY

Any permitted bid protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after issuance of the notice of award recommendation. Issues raised after the seven-day period shall not be considered.

The Purchasing Agent or designated representative shall have sole authority to determine whether a bid protest is timely, complete, responsive, and actionable under this policy. The Purchasing Agent's determination shall be made in writing within fourteen (14) business days after receipt of the protest. The Purchasing Agent or designated representative may consult with the Town Attorney, Finance Director, requesting department, or other appropriate staff as needed.

Protests must include:

- Name, address, and contact information of protesting party
- Detailed statement of grounds for protest
- Specific reference to alleged violations
- Documentation or evidence
- Requested remedy
- Protest Bond

Failure to provide the required protest bond shall render the protest non-responsive and not actionable.

The protest bond shall:

- Be payable to the *Town of Farragut*
- Equal five percent (5%) of the apparent lowest responsive bid amount, or estimated contract value when applicable.
- Be in a form acceptable to the Town, including:
 - Certified check
 - Cashier's check
 - Surety bond issued by a licensed surety

13.1 Retention of Protest Bond

The Town may retain the protest bond if:

- The protest is determined frivolous.
- The protest is filed in bad faith.
- The protest causes unnecessary delay or increased procurement costs.
- The protest lacks a valid legal or factual basis.

13.2 Stay of Award

Upon receipt of a timely protest and required protest bond, the Town may suspend the award process pending resolution of the protest unless the Town determines that immediate award is necessary to protect the public interest.

[Ord. No. 25-05](#) (8)

14. PURCHASING CYCLE

14.1 PURPOSE

To illustrate the cycle a purchase must follow to maintain the proper flow of purchases.

14.2 SCOPE

The purchasing of a product or service requires a starting point and an ending point, or cycle, as indicated by the following steps.

14.3 GENERAL

The Purchasing Cycle is the series of activities that must be undertaken to assure that Town departments receive the goods and services needed to operate their programs in the most timely and economical manner.

14.4 PROCUREMENT PURCHASING CYCLE:

A. Planning and Need Identification

- Department identifies operational need
- Define scope, quantity, funding source, and timeline
- Confirm budget availability
- Determine procurement method

B. Specifications and Scope Development

- Prepare specifications, scope of work, or statement of services
- Identify insurance, bonding, licensing, and compliance requirements
- Establish evaluation criteria if applicable

C. Solicitation Preparation

- Draft Invitation to Bid, Request for Proposal, RFQ, or quote request
- Include terms and conditions
- Establish submission deadline and opening date
- Obtain internal approvals

D. Advertisement and Distribution

- Advertise solicitation per policy and T.C.A. requirements
- Issue solicitation documents
- Maintain plan holders or vendor list
- Receive vendor questions

E. Addenda and Clarifications

- Issue written addenda for changes or interpretations
- Distribute addenda to all known vendors
- Maintain procurement file documentation

F. Receipt and Opening

- Receive sealed bids or proposals
- Record date and time received
- Conduct public opening
- Document submissions

G. Evaluation

- Review responsiveness and responsibility
- Verify references, licenses, insurance, and qualifications
- Evaluate pricing and compliance
- Score proposals if applicable
- Facilitate and schedule evaluator committee meetings and scoring.

H. Award Recommendation

- Prepare tabulation or evaluation summary
- Recommend award to lowest responsive and responsible bidder or highest-ranked proposer
- Obtain governing body approval if required
- Issue notice of intent to award

I. Contract Execution

- Execute contract or purchase order
- Obtain bonds, insurance certificates, and required documents

J. Contract Administration

- Monitor performance and delivery
- Approve invoices
- Manage change orders and renewals
- Document issues and corrective actions

K. Closeout

- Confirm final acceptance
- Release retainage if applicable

- Archive procurement records per retention policy
- Conduct performance review if needed

Relevant Tennessee references:

- Tennessee Open Records Act, T.C.A. § 10-7-503 for procurement records retention

15. PURCHASING GIFT CARDS POLICY

15.1 PURPOSE

To provide guidelines for the purchase, handling, and issuance of gift cards by a Tennessee municipality. This policy establishes oversight, internal controls, and compliance requirements to ensure transparency, accountability, and proper use of public funds.

15.2 LEGAL & REGULATORY BASIS

- Municipal purchasing laws under T.C.A. §6-56-301 et seq. govern procurement thresholds, competitive bidding, and purchasing procedures.
- Tennessee Consumer Protection laws (T.C.A. §47-18-127) regulate gift card expiration dates and prohibit certain fees.
- IRS Publication 15-B classifies gift cards as cash equivalents. They are never excludable as de minimis fringe benefits, regardless of value, and must be reported as taxable wages to the recipient employee.

15.3 APPROVED USES

Gift cards may be purchased for the following purposes:

- Program participant incentives
- Employee recognition (non-salary, under \$100).

15.4 PROHIBITED USES

- Salary supplements, benefits, or cash equivalent disbursements.
- Inducements or unapproved incentives.

15.5 AUTHORIZATION REQUIREMENTS

- Written approval required from Department Head and Finance Director. See [Authorization and Cardholder Agreement for Gift Card Purchases](#).
- Purchases exceeding municipal purchasing thresholds must follow competitive bidding law.

15.6 PROCUREMENT GUIDELINES

- Purchases must comply with the Municipal Purchasing Law of 1983.
- Vendors must disclose expiration terms and fees as required by Tennessee law.

15.7 INTERNAL CONTROLS

- Maximum value per card: \$100 unless formally approved by Town Administrator.
- Maximum annual value: \$500 per person.
- Cards must be stored in secure, locked locations.
- Maintain a detailed inventory log including serial numbers and values.
- Separation of duties: requestor, approver, and distributor must be different individuals.
- Gift cards issued to employees, regardless of amount, are taxable wages under IRS Publication 15-B and must be reported to Payroll at the time of issuance. Gift cards issued to non-employee program participants may be subject to 1099-MISC reporting if total payments to a single recipient exceed \$600 in a calendar year.

15.8 DISTRIBUTION PROCEDURES

Each gift card issued must include:

- Recipient name/ID.
- Purpose of issuance.
- Date and signature of recipient.
- Serial number and value logged.

A Gift Card Disbursement and Documentation Form should be completed.

15.9 RECONCILIATION & REPORTING

- Monthly reconciliation by Finance.
- Annual summary to the Town Administrator.
- Unused cards must be returned for reallocation or refund.
- Tax Reporting. Gift cards issued to employees constitute taxable compensation under federal law and must be reported to Payroll immediately upon issuance, regardless of amount. Payroll will include the value in the employees' W-2 wages for the applicable tax period. For non-employee recipients, Finance shall track cumulative annual payments per individual and coordinate 1099-MISC reporting as required. No gift card distribution is complete until the tax reporting obligation has been documented and communicated to Payroll.

15.10 MISUSE & CORRECTIVE ACTION PLAN

Misuse of municipal gift cards may result in disciplinary measures, up to and including termination, repayment, and legal action.

16. REQUEST FOR PURCHASE ORDER POLICY

16.1 PURPOSE

The purpose of a purchase order (PO) request is to communicate the needs of the department to correctly define the material or service requested by the Finance Department. **A request is required for all purchases equal to \$3,000.00 or more.** A purchase request shall include all required backup documentation supporting the basis for the purchase. This documentation may include credit or purchase card records, written quotes submitted by vendors seeking to supply the needed goods or services or awarded contracts and agreements.

16.2 SCOPE

This policy applies to all procurements.

16.3 POLICY

Before preparing a request, the User Department should invest a sufficient amount of time in planning to be certain the request is prepared properly. If a department has a critical, complex or expensive requirement, taking the time at the front end will save time later. It is also important to coordinate with the Finance Department in advance for requirements that are critical and time sensitive.

16.4 EXAMPLES (acceptable backup documentation):

- Quotes from all vendors – dated within last 60 days
- Contract or Pricing Agreement – fully signed and dated agreements, contracts, and contract change orders.
- Sole Source Justification Form
- Invoice or Pro Forma (courtesy) Invoice
- After-the-Fact Memo – attached memo or email document justifying a purchase made before a purchase order or authorization was issued.
- Email Correspondence – confirming availability, pricing, or scope of work (if no formal quote is available).
- Product Specifications or Catalog Page – Clearly identifying items to be purchased, especially when requesting a specific brand and model
- Approvals – internal documents showing the purchase was discussed or approved
- Event or Program Flyers – supporting materials if the request is for event related expenses or promotional materials
- Purchase Order Change Orders – Include reason for change in journal entry and attach any new backup as needed.

- Blanket Purchase Orders – may be used for repetitive purchases with the same vendor over a defined period.

Includes:

- General description of what will be purchased (e.g. maintenance materials, supplies)
- An anticipated dollar amount based on historical or projected usage.
- Specify start and end date (e.g. fiscal year or months)

16.5 REQUESTS DO'S AND DON'TS

16.5.1 DO

- Check to see if the vendor is on file with the Town. If not, provide a New Vendor Packet to the vendor when obtaining a quote.
- Provide acceptable backup documentation.
- Provide as much information as possible.
- Provide a description of functional, performance or technical characteristics, as appropriate.
- When the purchase requires quotes or bids, provide a list of no less than three vendors with the capability to meet the requirements of the purchase.
- Make the request before purchasing the item or incurring the expense.

16.5.2 DON'T

- Assume the Vendors are familiar with all your needs.
- Divide the requirements to fall under the competitive threshold.
- Copy specifications verbatim from a vendor's publication.
- Assume competitive requirements will be waived.
- Assume the same Vendor will win the order all the time.
- Consistently use after-the-fact justification.

17. CREDIT CARD, PURCHASING CARD, AND BUYER ACCOUNT POLICY

17.1 PURPOSE

To safeguard public funds and to provide clear instructions to Town employees that have been authorized to use Town issued credit cards, purchase cards (P-Cards), and/or on account purchasing.

17.2 SCOPE

This policy applies to all Town personnel involved in the purchase card process.

17.3 GENERAL

Credit cards, purchasing cards, gas cards, and store account purchases are payment methods and do not waive purchasing thresholds, budget authority, documentation requirements, conflict-of-interest rules, or any other procurement requirements. Employees using Town cards or buyer accounts must comply with both this Purchasing Policy and the Town's Credit Card and Buyer Policy. See the Credit Card and Buyer Policy in the staff handbook for more details.

18. SOLE SOURCE PURCHASES POLICY

18.1 PURPOSE

To provide guidance to employees engaged in the purchasing function concerning sole source procurements.

18.2 SCOPE

This policy applies to all Town personnel involved in the procurement process.

18.3 GENERAL

Tennessee Code Annotated allows for a limited exemption from competitive quoting or bidding for the purchase of item(s) where the functional requirements of the Town can be satisfied by only one source.

This exemption for the purchase of goods or services from competitive procurement will be allowed once it has been determined by the Town Administrator that the goods or services to be purchased are impossible or impractical to procure through competitive procurement.

Because of the requirement for justification of such exemptions, all requests for Single and Sole Source purchases must be supported by the Sole Source Justification Form and approved by the Town Administrator. Refer to "Sole Source Purchases Procedure" for detailed instructions.

19. SALE AND DISPOSAL OF SURPLUS PROPERTY POLICY

Disposal, sale, transfer, trade-in, or donation of Town property shall be handled in accordance with the Town's adopted *Surplus Property Sale and Disposal Policy*. The Purchasing Policy governs acquisition of goods and services; the Surplus Property Policy governs disposition of Town-owned property.

20. ORGANIZATION AND DEPARTMENT PURCHASING RESPONSIBILITIES

20.1 PURPOSE

It is mandatory in all departments that the employees responsible for buying goods and services have a thorough understanding of the policies and procedures contained in this manual.

Their primary responsibility is to provide for the purchase of materials, supplies and services with the objective that they will be available at the time, place, quantity and price consistent with the needs of the Town.

To achieve this overall objective, the responsibilities, authorities, and controls set forth in this policy and related policies, must be adhered to by all employees.

20.2 SCOPE

This policy applies to all Town employees who have any purchasing responsibilities.

20.3 RESPONSIBILITIES

Departments will conduct business in accordance with this manual.

To allow lead-time for a purchase through a competitive process, allowing the supplier time to deliver the needed items.

To suggest sources of supply.

To plan purchases to eliminate avoidable emergencies.

To supply generic and general specifications on items to be bid.

To inspect merchandise upon receipt and complete a receiving report noting any discrepancies.

To document and advise the Finance Department of defective merchandise or dissatisfaction with vendor performance.

To advise the Finance Director of surplus property.

21. PURCHASING ORGANIZATION CHART

21.1 PURPOSE

To establish the hierarchy of responsibility upon which all of the policy and procedures in this manual are based.

21.2 SCOPE

This policy applies to all employees.

21.3 RESPONSIBILITY

The Finance Director is responsible for the maintenance of this manual.

21.4 ORGANIZATION

The purchasing organization chart below shows the positions referred to in the manual.

- Town Administrator
- Director of Administrative Services
- Director of Public Services
- Finance Director
- Department Head
- Finance Department

22. PROCUREMENT AWARD AUTHORITY

22.1 PURPOSE

To establish the hierarchy of authority and responsibility upon which the policy and policy bulletins in this manual are based.

22.2 SCOPE

This policy applies to all employees.

22.3 PROCUREMENT AWARD AUTHORITY

See chart below. For additional information regarding signature authority for procurement purposes, see the “Signature Authority” section.

Purchase Amount	Requirement	Approval
\$0–\$2,999.99	Department discretion / documentation	Dept. Head <u>or</u> Finance Director
\$3,000.00–\$9,999.99	One written quote	Dept. Head <u>and</u> Finance <u>and</u> Director of Administrative Services (DAS)/Director of Public Services (DPS)
\$10,000.00–\$24,999.99	Three written quotes	Dept Head <u>and</u> Finance <u>and</u> DAS/DPS <u>and</u> Town Administrator
\$25,000.00+	Formal Bid (ITB)/RFP/RFQ as applicable	Department Head <u>and</u> Finance <u>and</u> DAS/DPS <u>and</u> Town Administrator <u>and</u> BOMA approval with authorized signature

23. SIGNATURE AUTHORITY

23.1 PURPOSE

To establish the signature authority for all Town of Farragut documents where a signature is requested. Examples: purchase agreements, service agreements, proposals, contracts, contract change orders, etc.

23.2 SCOPE

This policy applies to all purchasing agreements.

23.3 POLICY

It shall be the policy of the Town of Farragut that the following positions shall have the signing authority to bind the Town of Farragut contractually by way of purchase contracts within the following designated dollar limits. *Approval authority and signature authority are separate; required approvals must be obtained before execution.*

A. PURCHASES BETWEEN \$0.00 TO \$2,999.99

One signature required by:

- Department Head or Finance Director

B. PURCHASES BETWEEN \$3,000.00 TO \$9,999.99

One signature required by:

- Department Head or Finance Director or Director of Administrative Services or Director of Public Services

C. PURCHASES BETWEEN \$10,000.00 TO \$24,999.99

One signature required by:

- Town Administrator

D. PURCHASES OF \$25,000.00 OR MORE

One signature required by:

- Town Administrator or Mayor
- AND approved by the Board of Mayor and Aldermen

The Town Administrator, or designee, shall serve as the final executing signatory on all contracts and agreements on behalf of the Town. Vendors, contractors, and other parties shall sign the agreement prior to execution by the Town. No contract shall be considered binding on the Town until the Town's authorized signatory has executed the final document. Any changes made to the agreement after vendor execution must be

reviewed and approved by the Town Attorney before the Town's signature is affixed. In the absence of the Town Administrator the Director of Administrative Services or Director of Public Services may sign.

All checks, drafts, electronic payments, and other disbursements issued by the Town shall require two authorized signatories from the following positions: Mayor, Vice Mayor, Director of Administrative Services or Finance Director. Authorized signatories shall be designated by the governing body and maintained with the Town's financial institution records. No individual shall approve or sign a payment issued to themselves.

23.4 BANK ACCOUNTS

Two signatories from one of each of the following shall be required:

- Board of Mayor and Aldermen: Mayor or Vice Mayor
- Town of Farragut: Director of Administrative Services or Finance Director

23.5 VENDOR AGREEMENTS

- Renewals must be affirmative acts, not defaults.
- Avoid agreements with automatic renewal language. Evergreen clauses require the Town to act to stop a renewal, rather than act to authorize one. *This inverts the proper approval sequence.*
- Line up multi-year agreement terms with the fiscal year, when possible.
 - Multi-year contracts shall not exceed five (5) years in total duration, including all renewal options, without approval of the Board of Mayor and Aldermen. All multi-year contracts shall include a non-appropriation clause providing that the Town's obligation is contingent upon annual appropriation of funds by the Board. Contracts exceeding three (3) years in base term require Finance Department review prior to execution.
- Attach the Town's General Terms and Conditions when obtaining proposals from vendors.
- Obtain Town authorization if exceptions are listed other than the Town's Standard Terms and Conditions.
- Obtain Town authorization before executing any renewal that extends the Town's financial obligation.
- When in doubt, forward all vendor agreements containing renewal language to the Town's Finance Department or Town Attorney before signing.

24. TOWN ATTORNEY REVIEW POLICY

24.1 PURPOSE

To establish requirements for legal review of revisions, exceptions, or deviations to the Town's standard purchasing and contract terms and conditions. This policy supports compliance with the Municipal Purchasing Law of 1983 and risk management practices for the Town.

24.2 POLICY

The Town's standard terms and conditions, contract forms, purchase order terms, and procurement templates shall be used without modification unless approved through this policy.

24.2.1 Review Requirements:

The Town Attorney shall review and approve the following prior to execution or award:

- Any vendor requested revisions to standard terms and conditions.
- Any indemnification, hold harmless, limitation of liability, waiver, arbitration, forum selection, or governing law clause.
- Any contract containing automatic renewal provisions.
- Any contract involving intellectual property, software licensing, data privacy, cybersecurity, or confidentiality provisions.
- Any exceptions taken by a bidder or proposer to procurement documents.
- Any agreement prepared by an outside party rather than the Town.
- Any settlement agreement or release of claims.
- Any procurement determined by the Finance Department or Department Head to present legal risk.

24.2.2 Minor Administrative Changes:

The Purchasing Division may approve non-substantive administrative changes without Town Attorney review, including:

- Correction of typographical errors.
- Updating department names, addresses, or contact information.
- Formatting changes.
- Updating dates, bid numbers, or project references.

24.2.3 Procedure

- All requested changes shall be submitted in writing to the Procurement Division.
- The Procurement Division shall forward applicable revisions to the Town Attorney for review.
- No contract containing unapproved revisions shall be executed.

- Documentation of legal review and approval shall be maintained in the procurement file.

Authority

This policy is adopted pursuant to the authority granted under the Municipal Purchasing Law of 1983, Tennessee Code Annotated § 6-56-301 et seq., and applicable Town purchasing policies and procedures.

25. EMERGENCY PURCHASES PROCEDURE

25.1 PURPOSE

To provide detailed instructions for performing an emergency purchase.

25.2 SCOPE

This procedure applies to all purchases recognized as an emergency as defined in the “Emergency Purchases Policy.”

25.3 GENERAL

25.3.1 OBTAINING EMERGENCY AUTHORIZATION DURING NORMAL PURCHASING OFFICE HOURS

When an emergency is identified, contact the Town Administrator immediately and advise:

- The nature of the emergency.
- The estimated cost of the services/good required; and,
- The vendor who will receive the order.

Even though competition is not required, it is the department’s responsibility to attempt to obtain the goods or services required at competitive prices.

Emergency purchases shall comply with the Emergency Purchases section of this Purchasing Policy and, when the Town Emergency Management Plan is activated or emergency costs may be reimbursable, *Annex G of the Town Emergency Management Plan*. Departments must document emergency purchases, emergency-related labor, equipment usage, supplies, and contracted services using the forms required by Finance and the Emergency Management Plan.

25.3.2 OBTAINING EMERGENCY AUTHORIZATION OUTSIDE NORMAL PURCHASING OFFICE HOURS

When an emergency need is identified outside the normal office hours, and immediate action is required to correct a threat to safety, health or welfare of the public, the User Department has the authority to procure the goods or services necessary to correct the problem with approval from the Department Head or Town Administrator.

Process in the same manner as above the next business day.

ONLY THE QUANTITY OF GOODS OR SERVICES NECESSARY TO ALLEVIATE THE EMERGENCY MAY BE PURCHASED UNDER THE PO NUMBER.

26. COMPETITIVE SEALED BID AND PROPOSAL PROCEDURES

26.1. Bid Preparation

- The requesting department shall submit specifications or scope of work to Finance Department with 10 days' notice before anticipated advertisement to allow for review of specifications and bidding requirements.
- Specifications should encourage full and open competition.
- Bid documents shall include:
 - Instructions to bidders
 - Scope or specifications
 - Insurance and bonding requirements
 - Submission deadline
 - Bid opening information
 - Evaluation and award criteria
 - Required forms and certifications

26.2. Advertisement

- Formal sealed bids shall be publicly advertised for a minimum of thirty (30) calendar days prior to the bid opening date.
- A shorter advertisement period requires approval from the Finance Director.
- Advertisements shall include:
 - Bid title
 - Submission deadline
 - Opening date and time
 - Location for obtaining documents
 - Contact information for questions

26.3. Bid Opening Schedule

- The bid opening date shall not occur less than ten (10) calendar days before the applicable Board of Mayor and Aldermen agenda deadline.
- The review period is intended to allow time for:
 - Responsiveness review
 - Verification of contractor licenses
 - Reference checks
 - Review of exceptions or irregularities
 - 7-day Protest period

26.4. Receipt of Bids

- Bids shall remain sealed until the designated opening time.
- Late bids shall not be accepted or opened.

- All bids shall be date and time stamped upon receipt.

26.5. Bid Opening

- Bid openings shall be conducted by the Finance Department or designated purchasing representative.
- At least one additional Town employee shall witness the opening process.
- Bid openings shall occur at the time and location stated in the solicitation.
- Bid amounts and bidder names shall be read aloud and recorded. Only the names of responders shall be read and recorded for RFP and RFQ openings.

26.6. Evaluation

- Bids shall be reviewed for responsiveness and bidder responsibility.
- Evaluation may include:
 - Compliance with specifications and non-conflict of interests
 - Verification of required licenses and certifications
 - References and prior performance
 - Confirmation of bonding and insurance capacity
 - Clerical or mathematical errors may be addressed in accordance with purchasing policy.
 - The requesting department shall submit potential evaluation committee members when submitting a procurement request.

26.7. Award Recommendation

- Award for ITB shall be made to the lowest responsive and responsible bidder that represents the best value to the Town unless otherwise stated in the solicitation. Awards for RFP and RFQ shall be awarded based on scored criteria after evaluation to the firm with the highest ranking and/or most advantageous proposal that represents the best value to the Town.
- For ITB/RFP/RFQ awards, staff shall prepare a written notice of intent to award recommendation that starts the seven (7) calendar day bid protest period.

26.8. Protest Procedure

- Bid protests shall be submitted in writing within the timeframe established. See Protest Policy.
- Award may be delayed pending review of a timely protest when determined necessary by the Town.

26.9. Procurement files shall be retained for seven (7) years and shall include:

- Advertisement records
- Attendance

- Bid documents
- Addenda
- Bid tabulation
- Evaluation documentation
- License verification
- Award recommendation
- Governing body approval, if applicable
- References
- Bonds
- Certificates of Insurance
- Responses
- Correspondence

27. REQUEST FOR PURCHASE ORDER – PREPARATION PROCEDURE

27.1 PURPOSE

To provide detailed instructions for completing a purchase request.

27.2 SCOPE

This procedure applies to all purchase requests.

27.3 GENERAL

The following are detailed procedures to be followed when implementing a request for purchase of materials, supplies, services, etc.

The purchase request is designed to contain all the necessary information and signatures relevant to the processing of the procurement. The completion of the purchase request by the requester serves to create the first step in completing a contractual commitment between the supplier and the Town.

27.4 INSTRUCTIONS FOR COMPLETING A PURCHASE ORDER REQUEST OF \$3,000 or more.

- Verify Vendor in system. If no Vendor is displayed, send New Vendor Packet to vendor. Finance will notify end users once vendor is approved.
- Once a quote or contract notification is obtained:
 - Go to Vendor Dashboard > Purchases > Enter Purchase Orders.
 - Complete the form as described in the section.
 - Attach all backup documentation in files Drop Zone. See examples listed Request for Purchase Order policy.
 - When all information about the form is complete, click Save.

***If you have a contract or agreement, do not enter the request for PO approval unless fully executed.**

28. SOLE SOURCE PURCHASE PROCEDURE

28.1 PURPOSE

To provide detailed instructions for requesting sole source purchase authorization.

28.2 SCOPE

This procedure applies to all purchases recognized as a sole or single source purchase as defined in the Sole Source Purchases Policy.

28.3 GENERAL

All requests for Sole and Single Source Purchases must be supported by the Sole Source Justification Form, a Sole Source letter from the manufacturer, and approved by the Town Administrator. A sample form for duplicating is located within this manual in Sample Forms Appendix.

Submission of the form is mandatory on the first request for purchase of material or services from a sole source. Departments are encouraged to request advance sole source authorizations by processing the Sole Source Justification Form with supporting documentation prior to beginning the purchasing process. Advance authorizations can save considerable time and should be used whenever possible.

28.4 THE SOLE SOURCE JUSTIFICATION FORM

To expedite processing of sole source requests, the Sole Source Justification Form must be completed properly:

- The explanation must be complete and accurate.
- The Department Head must sign the form.
- To establish a vendor as a sole source, users must provide the Sole Source Justification form.
- A current letter from the manufacturer, dated within the last year of the product identifying the requested sole source as the only source available to the Town of Farragut, Tennessee for the goods or services.

To establish a vendor as a Single source, users must use the Sole Source Justification form AND provide written quotations from at least three (3) vendors that justify issues with standardization, compatibility with existing equipment, continuity of service, operational efficiency, warranty requirements, or other documented business reasons support the use of one vendor.

29. SPECIFICATION PREPARATIONS PROCEDURE

29.1 PURPOSE

To define what form and information is needed from the department submitting specifications to the Finance Department for formal solicitation.

29.2 SCOPE

This procedure applies to all Town departments' specifications for formal solicitations.

29.3 GENERAL

A specification is a description of the material or services to be purchased. Thorough and careful preparation of the specification probably is the most important part of the bidding process.

Because the level of quality specified impacts directly on the price, the Finance Department must be furnished with specifications that will fulfill but not exceed the requirements for which the materials, equipment or services are intended. When developing specifications, it is necessary to follow the general policy of purchasing goods, standard grades of merchandise that represent an optimum relationship between quality and price, always consistent with providing a satisfactory level of service.

All purchases of the Town must be based upon adequate specifications. A lengthy specification designed solely to eliminate competition is contrary to public purchasing laws and regulations and shall be avoided. Specifications shall have enough detail to afford a basis for full and fair competitive bidding based on a common standard and shall be free from restrictions that would tend to reduce or eliminate competition.

The term, "specification," is used interchangeably with the terms, "purchase description," "purchase specification," "purchase requirement," "commercial item description," "scope of work," and "statement of work." A specification may include requirements for samples, prototypes, inspection, testing, warranty and packaging.

29.4 TYPES OF SPECIFICATIONS

There are several types of specifications. The development, selection and use of a particular type is dependent on the situation, time, information available and needs of the User Department.

29.4.1 Performance Specifications

The Performance Specification describes the function and use of the product or the result the department wants to accomplish. This is considered the most versatile type of specification. The supplier can apply the latest technologies and techniques to achieve

the performance desired by the Town. Care must be taken so that when preparing this type of specification to solve a given problem, the product received does not cause other unexpected problems. For example, requesting a method for eliminating ice on streets could result in the purchase of a chemical that effectively and efficiently melts ice but destroys asphalt in the process. Performance specifications must be reviewed carefully by the department to be certain that the vendor can readily understand the essential nature of the problem to be solved.

Performance specifications are preferred since they communicate what a product is to do, rather than how it is built. Among the ingredients of a performance specification would be the following:

- A general nomenclature or description;
- Required performance characteristics (minimum/maximum) to include speed, storage capacity, production capacity, usage, ability to perform a specific function;
- Operational requirements, such as limitations on environment, water or air cooling, electrical requirements;
- Site preparation requirements for which the contractor will be responsible, such as electricity, plumbing, or for maintaining current equipment or system until switching to the new equipment or system;
- Installation requirements;
- Delivery requirements;
- Maintenance requirements;
- Supplies and parts requirements;
- Warranty; and
- Service location and response time.

29.4.2 Design or Technical Specifications

Design or Technical Specifications describes the construction of the item in detail. Although this may appear to be the best type of specification to use, the ordering department must have a complete understanding of the final product and its use before using it. Use of technical or design specifications may eliminate the vendor from liability as to the performance of the item after the purchase is made because someone other than the vendor has specified the performance. Because of this responsibility factor, technical or design specifications are among the most difficult to prepare.

Design and technical specifications are normally prepared by architects and engineers for construction or custom manufactured products. Among the ingredients of a design specification would be the following:

- Dimensions, tolerances and specific manufacturing or construction processes;
- References to a manufacturer's brand name or model number; and
- Use of drawings and other detailed instructions to describe the product.

29.4.3 Brand Specifications

A brand name may be used if it represents the quality desired and its use is intended to be illustrative. When a specification mentions a manufacturer's brand name or model number, it shall also include the words, "or equal." In this regard, "or equal" is interpreted to mean, "Substantially equal and capable of performing the essential functions of the referenced brand name or model." Identify any specific features of the referenced brand that must be met.

The term "or equal" used frequently in specifications does not mean that the product will be evaluated as to whether it is exactly equal to the product named in the specification. "Or equal," or the preferable term, "or equivalent," means that an alternate product will be evaluated to determine if it produces the same result as the brand specified. You should always be aware that the product proposed by a vendor might be substantially different from the specified product and that, if it produces the same results, it must be considered on an equal basis with the specified product. To avoid being faced with a limited choice such as this, it is important to add to the specification any mandatory physical characteristics of the product specified (such as general size, horsepower, weight, etc.) that must be met by the alternate bid to be accepted as "equivalent." Although the purchaser reserves the right to be the final judge about the acceptability of an "equivalent" item, the justification can be extremely difficult to prepare unless any mandatory physical characteristics of the item desired are included in the specification. Try to avoid listing only a brand name or model number in the specification.

29.4.4 Statement of Work for Services (WHAT)

The following is an outline of the types of information that should be included in a statement of work for procurement of professional or other services:

General Requirements: Describe the contractor's responsibility to provide a service or produce a specific study, design or report for the department.

29.4.5 Scope of Work (HOW)

Specific Requirements: Address the specific tasks, sub-task, parameters and limitations that must be considered in producing the service or final project. Such factors as the following should be included:

- Details of work environment;

- Minimum or desired qualifications;
- Amount of service needed;
- Location of service;
- Definition of service unit;
- Time limitations;
- Travel regulations or restrictions;
- Special equipment required; and
- Other factors affecting working environment.
- Town Provided Materials or Services: List of any plans, reports, statistics, space, personnel, or other Town provided items that must be used by the contractor.
- Deliverables, Reports and Delivery Dates: Identify the specific delivery dates for all documentation or products the contractor must furnish. Be clear about the expectations of the Town for the contractor's performance.

29.5 SPECIFICATION "DO'S" AND "DON'TS"

29.5.1 DO'S

- Use the word "shall," to describe a command or mandatory requirement;
- Use the words, "should" or "may," to describe an advisory or optional requirement;
- Be specific and detailed in presenting mandatory requirements; and
- State a requirement of fact once and avoid duplication.

29.5.2 DONT'S

- Present something mandatory when it is only optional;
- Write specifications or scope of work that restricts response to a single bidder/offeror; and
- Place bid/proposal, administrative or contractual terms in the specification portion of the document.

29.6 PREPARATION AND REVIEW OF SPECIFICATIONS

Departments are responsible for the product specifications. All specifications and/or scopes of work and a Procurement Request Form should be submitted to the Finance Department in Word format after Finance has reviewed the specifications and attached its special conditions, the Department will forward a draft for final review. Allow 10 days for request review by the Finance Department.

30. WRITTEN QUOTATIONS PROCEDURE

30.1 PURPOSE

To provide detailed instruction for soliciting and completing a written quotation (Request for Quotation) for goods and/or services.

30.2 SCOPE

This procedure applies to purchases less than \$25,000.00 but greater than \$3,000.00.

30.3 GENERAL

Purchases between \$3,000.00 and \$24,999.99 require competitive pricing.

This may be accomplished by written quotations (Request for Quotation) solicited by email from one (1) firm for purchases \$3,000 to \$9,999 and no less than three (3) firms from each vendor for \$10,000 to \$25,000.

Written confirmation and evidence of acceptable insurance coverage (COI) also must be obtained for construction/repair-related purchases.

30.3.1 WRITTEN QUOTATION METHODS

A. Email Requests Sent to multiple vendors simultaneously.

- Includes specifications, quantities, due date, and delivery requirements
Preferred for documentation purposes

B. Written Quote Forms completed by vendor

- Often used for purchases within informal bid thresholds or competitive pricing

C. Online or Catalog Pricing

- Used standard commercial items
- Screenshots or printed pricing retained in file
- Pricing should include shipping or applicable fees when possible

D. Cooperative Contract Pricing

- Pricing obtained through existing government cooperative contracts
- Contract documentation retained with purchase file and on written quote or proposal.
- These contracts must:
 - Be reviewed for contract scope and pricing
 - Be verified of active contract term
 - Be confirmed that cooperative use is authorized
 - Comply with local approval thresholds and budget requirements

31. ADDITIONAL ITEMS

31.1 LEGAL RESPONSIBILITY

When obtaining written quotations from vendors, you are subject to the same legal constraints that apply to all Town bids. You cannot reveal one vendor's price to another vendor until the terms have been accepted by the awarded vendor. No price revisions are allowed to be made by a vendor once the initial written quotation has been received from that vendor.

31.2 PRICES RECEIVED ARE LESS THAN \$3,000

If the price obtained (lump sum total price that includes shipping and handling costs) at any stage in the written quotation process is less than \$3,000 and the price is acceptable and considered competitive, you need not solicit additional prices.

31.3 IS A "NO BID" OR "NO QUOTE" RESPONSE CONSIDERED AS A "QUOTATION"

A "NO BID" or "NO QUOTE" is not considered a vendor quotation unless approved by the Town Administrator and must be documented by written notification. Three qualifying quotes containing a lump sum total amount are required unless special circumstances prevent the department from receiving the three required quotes.

32. PROHIBITED ITEMS FOR PURCHASE

Public funds shall not be used for personal benefit, alcoholic beverages, gifts, donations, entertainment, or purchases prohibited by state or federal law unless expressly authorized by the governing body. This includes but is not limited to:

- Cash advances
- Employee reimbursements without required approval and documentation
- Decorative items beyond operational need
- Political contributions
- Sole source purchases without written justification
- Personal purchases with public funds
- Split purchases to avoid bid thresholds
- Purchases without budget appropriation
- Purchases outside delegated authority
- Gifts or gratuities tied to procurement decisions
- Alcohol
- Tobacco or vaping products for routine municipal use
- Gambling or gaming expenditures
- Adult entertainment expenditures
- Purchases creating conflict of interest
- Purchases from debarred or suspended vendors
- Firearms, weapons or ammunition
- Purchases violating federal or state grant restrictions
- Unmanned aerial vehicles (drones) or components manufactured by entities prohibited under Section 889 of the National Defense Authorization Act (NDAA).



AFTER-THE-FACT PURCHASE MEMORANDUM

Date: May 21, 2026

Department: Public Works

Vendor: ABC Pump & Motor Repair

Purchase Amount: \$4,285.00

Purchase Date: May 18, 2026

Description of Purchase:

Emergency replacement of lift station pump motor at the wastewater facility.

Explanation:

On May 18, 2026, the primary lift station pump motor failed unexpectedly. The failure created an immediate risk of wastewater overflow and interruption of service. Public Works staff contacted ABC Pump & Motor Repair due to immediate availability of replacement parts and technicians. Work was authorized to restore operations as quickly as possible.

Reason Standard Purchasing Procedures Were Not Followed:

Due to the emergency nature of the failure and the risk to public infrastructure, staff proceeded with the repair before obtaining the required quotes and purchase order approval.

Corrective Action:

Steps to prevent future occurrences:

Public Works will maintain additional spare pump components in inventory and improve preventative maintenance scheduling to reduce emergency repairs.

NAME



**Authorization and Cardholder Agreement
For Gift Card Purchases**

Date: _____

This letter serves as formal authorization for:

Employee Name: _____

Title: _____

Department: _____

to perform the following duties on behalf of the Town of Farragut:

1. Purchase approved gift cards in accordance with the Municipal Gift Card Policy.
2. Receive, transport, and securely store gift cards until issued to authorized recipients.
3. Maintain all required logs, inventory records, receipts, and documentation.
4. Follow internal control, reconciliation, and security procedures.

Program/Purpose: _____

Authorization Period:

Revoked in writing

Program end date: _____

Other: _____

Approved By:

Name: _____

Title: _____

Signature: _____

Date: _____

Employee Acknowledgment:

I acknowledge and accept the responsibilities described above.

Employee Signature: _____

Date: _____



Gift Card Disbursement & Documentation Form

Recipient Information

Recipient Name: _____

Recipient ID: _____

Program/Activity: _____

Gift Card Details

Card Serial Number: _____

Face Value: _____

Date Issued: _____

Acknowledgment

I acknowledge receipt of the above gift card and understand it is issued solely for authorized municipal program purposes.

Recipient Signature: _____

Staff Issuing Card: _____

Staff Signature: _____



TOWN OF FARRAGUT

Finance / Procurement
procurement@townoffarragut.org

PROCUREMENT REQUEST FORM

SECTION 1 - REQUESTOR INFORMATION

Date	Name	Department
<input type="text"/>	<input type="text"/>	<input type="text"/>

Stakeholders

Include name and email - e.g., A/E firms, other departments, or employees

SECTION 2 - PURCHASE DETAILS

Describe the purchase

Type(s) of funds / Budget line

Cost estimate or budget

Is this grant funded?

If yes, provide procurement and surplus disposal details

Scope of Work / Statement of Work on file?

PO needed by (date)

SECTION 3 - PROCUREMENT METHOD & COMPLIANCE

Have you researched cooperative contracts?

If so, which ones? Reply N/A if not applicable

Will there be liquidated damages (LDs)?

State LD limits if set by another agency

Time for Completion

State in calendar days

Pre-bid / RFP meeting required?

Teams or in-person? Site visit needed?

Site Visit Address and Location Notes

Instructions to bidders - site address, access instructions, parking, special requirements

SECTION 4 - RFP / RFQ DETAILS (COMPLETE IF APPLICABLE)

If RFP, Board approved?

Date approved

Evaluation committee members (odd number; 3 preferred)

Name and email for each member

SECTION 5 - NOTES

Notes / Additional information

Attach your Scope / Statement of Work, cost estimate, or other supporting documents and email directly to procurement@townoffarragut.org



Town of Farragut, Tennessee

RESOLUTION: R-2024-22

A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, APPROVING AND ADOPTING THE TOWN OF FARRAGUT SURPLUS PROPERTY POLICY

WHEREAS, the Board of Mayor and Aldermen wish to approve the Surplus Property Policy;
and

WHEREAS, it is in the public interest for the Town of Farragut to periodically sell or dispose
of certain machinery, equipment, or materials which, by nature of its obsolescence, low value, or
disrepair, has been determined by the Board of Mayor and Aldermen to be surplus to the realistic
and foreseeable needs of the Town; and

WHEREAS, the Board of Mayor and Aldermen wishes to establish a uniform policy, which
provides that obsolete and unneeded property will be offered for sale to the general public in an
open, transparent, and cost-effective manner, and assures against usable and valuable property
from wrongfully being declared obsolete and offered for sale; and

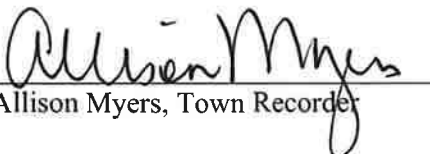
NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen of the Town of
Farragut, Tennessee that:

SECTION 1. The surplus property policy attached hereto is approved and accepted.

SECTION 2. This resolution shall be in full force and effect from and after its date of adoption.

Resolved this 14th day of November 2024.


Ron Williams, Mayor


Allison Myers, Town Recorder



Town of Farragut

Surplus Property Sale and Disposal Policy and Procedures

Per Tennessee Code Annotated (T.C.A) §6-54-125, Town officials or employees are prohibited from purchasing any property declared to be surplus by the Town of Farragut, except at bid at public auction, during the tenure of such person's office or employment, or for six (6) months thereafter. Any Town official or employee who violates this statute is committing a Class A misdemeanor and subject to penalty.

Any Town Official or employee of the Town of Farragut found to have sold or offered for sale any Town owned property in violation of the Town of Farragut Surplus Property Sale and Disposal Policy shall be subject to disciplinary action and if applicable, criminal prosecution.

Town officials and employees are responsible for furnishing to the Town Recorder, a nominated listing of all surplus property, real or personal in nature. All nominated Surplus property shall be declared by and submitted to the Board of Mayor and Aldermen for approval. This listing must contain a complete description, general condition, quantity, estimated value and should include any Town information attached thereto (i.e. Town Capital Asset Tag Number). It will be determined by the Town Recorder, with the help of the Town Department Heads the value of the surplus property. A listing of surplus property shall be maintained in the office of the Town Recorder until the property is disposed of. The Town Recorder is responsible for the coordination of the sale, disposal, or transfer between departments, of all such listed surplus items. Transactions of a sale or disposal of Town property must be kept for a minimum of 5 years.

Surplus Property Procedures for items with Accumulative Estimated Value of \$2,000.00 or Less.

All surplus property with an accumulative value of \$2,000.00 or less at the Town Recorders discretion, can be disposed of, sold on the open market, or gifted to a nonprofit or charitable organization properly incorporated under the laws of the State of Tennessee and in which no part of the net earnings of the organization inures or may lawfully inure to the benefit of a private shareholder or individual and it provides services benefiting the general welfare of the residents of the Town.

Surplus Property Procedures for items with Accumulative Estimated Value of more than \$2,000.00 or have Capital Asset Numbers.

All surplus property with an accumulative estimated value of more than \$2,000.00 or any capital asset item, must be declared surplus and sold by public auction, web auction, or by sealed bid sale. All proceeds will be returned to the Town General Fund except as is not allowed by law.

All property with an accumulative estimated value of more than \$2,000.00 or any capital asset item, which has become surplus, obsolete or unusable shall be sold by public auction, as defined in T.C.A §47-2-328 and 62-19-101, or by sealed bid, or web auction at the discretion of the Town Recorder or responsible official.

Surplus property to be sold must be done by public auction, web auction, or by sealed bid sale. The Public auction shall be conducted only by licensed auctioneers and may be held at least once annually, or as necessary, for disposal of any or all listed surplus property. The Town Recorder shall give public notice

of such an auction by advertisement in a newspaper and/ or by posting on a public bulletin board in Town Hall, and/or publishing it on the Town website at least five (5) days prior to the date of the auction or sealed bid sale. This notice shall specify the auction or bid sale opening date, time, place, property to be sold and the terms of such auction. T.C.A. §5-14-108

Surplus Property Interdepartmental Transfers

A department may submit a written request to the Town Recorder when they desire to have another department's declared surplus asset transferred to their department. The Board of Mayor and Aldermen must approve the transfer when the value of the property is in excess of one thousand dollars (\$2,000.00). The Town Recorder or Town Administrator at their discretion may authorize transfer of items less than one thousand dollars (\$2,000.00) in value. A transfer of a motor vehicle cannot be justified without first declaring another motor vehicle as surplus property.

Surplus Property purchased through Grants.

Sale or disposal of surplus property acquired through grant funding will be based on the laws and regulations of the original grant. Retention of sale and disposal records of grant funded surplus property will be based on the laws and regulations of the original grant.



**SURPLUS PROPERTY NOMINATION FORM
TOWN OF FARRAGUT, TENNESSEE**

*****Please fill out completely and attach any documentation and pictures*****

DEPARTMENT: _____

The following items are hereby nominated for designation as surplus county property:

Item/Description: _____

Current Location: _____

Serial Number: _____

County Tag Asset Number: _____

Age: _____

Purchase price: _____

Estimated Current Value: _____

Is the Item to be used as a trade-in (yes or no)? _____

Reasons for making the nomination OR disposal:

****Equipment going to the IT Department will need a help desk ticket created****

Signature of Department Head

____/____/____
Date

<u>Town Recorder Use Only</u> Fill out all that is applicable	
Item Capital Asset Number:	Sale Price:
Disposed, Donated, or Sold:	Date of Sale, Donation or Disposal:
Auctioneer or To Whom was the item Donated to:	
Traded to Department:	

** Send a copy of the form to the Finance Director when completed**



SOLE SOURCE JUSTIFICATION FORM

VENDOR:

ITEM DESCRIPTION:

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE: Attach a memorandum containing complete justification and support documentation as directed in initial entry. (More than one entry will apply to most sole source products/services requested).

1. _____ The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in a separate memorandum.)
2. _____ This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application.)
3. _____ The parts/equipment are required from this source to permit standardization. (Attach memorandum describing basis for standardization request.)
4. _____ None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Department Head

Department

Date

(Administration use only)

Sole Source Authorization

Approved by Town Administrator: _____ Date: _____

Disapproved by: _____ Date: _____

Reason for Disapproval:

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Eric Schindler, Assistant Town Engineer

Subject: Approval of Award of Contract 2027-01 for FY27 Street Resurfacing to APAC-Atlantic Inc.

Introduction & Background: The purpose of this item is to consider bids and award a contract for the resurfacing of selected streets within the Town.

Discussion & Recommendations: A critical success factor from the Town's Strategic Plan is "Advancing a High-Quality and Well-Maintained Community." Each year the Engineering staff examines our street network and determines our priorities within the limits of our annual resurfacing budget. This year's contract includes resurfacing of the following roads:

- Union Road (Everett Road to Smith Road)
- Newport Road
- Duzane Drive
- Oran Road (From Newport Road to Sonja Drive)
- Dundee Road
- Destin Circle
- Hidden Creek Circle
- Dineen Drive
- Midhurst Drive (from the eastern intersection of Foxford Road and Midhurst Drive to West Kingsgate)
- Old Stage Road (from Kingston Pike to Johnson's Corner Road)
- Barbara Lane
- Landing Lane
- Bantry Lane
- Spur Road

We received one bid on 6/24/2026. APAC-Atlantic was the sole bidder with a bid amount of \$2,297,005.00. Due to exceeding the budget set for FY 2027, a revision of the resurfacing schedule was required. A red-lined copy of the pre-revision resurfacing schedule is included for reference. These updates resulted in a revised bid amount of \$1,843,377.06. The total length of resurfacing is approximately 10.9 lane miles.

Account Number: 121-43100-54108

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$1,900,000	\$1,843,377.06	\$0	\$56,622.94

Approved By: Tessa Cortes

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

Proposed Motion:

To approve bids and award Contract 2027-01 for FY27 Street Resurfacing to APAC-Atlantic Inc. for their bid of \$1,843,377.06.

SAMPLE AGREEMENT

Contract No. 2027-01

Street Resurfacing FY27

This agreement made as of the _____ day of _____ in the year 2026 between the;

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

APAC-Atlantic Inc. (Hereinafter called Contractor)
1431 Centerpoint Blvd. Suite 100
Knoxville, TN 37932

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:

The Work generally being the resurfacing of streets with the specified hot-mix asphalt pavement mix, inclusive of pavement preparations, retrofitting curb ramps, striping, sod installation and clean-up for the listed streets on the attached document entitled "Attachment A - Revised Quantities 6.26.26".

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

1. Final Completion and Payment

The work shall begin upon receipt of a written Notice to Proceed from the Engineer.

Work shall be completed on or before November 13, 2026.

2. Liquidated Damages

If the Contractor fails to complete the work, or any specified portion thereof, within the time prescribed in the contract, including any authorized extensions of time, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, **the amount of \$580.00 per calendar day for each day of delay beyond the agreed completion date.**

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

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

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

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

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 (which may be adjusted according to Special Conditions of this agreement) 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. Attachment A – Revised Quantities dated 06.26.2026
- C. ITB 2027-01 Street Resurfacing FY27
- D. Special Conditions
- E. Special Provisions
- F. General Conditions
- G. Exhibits A, B, C
- H. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, January 1, 2021 Edition.

- I. All applicable Tennessee Department of Transportation 2021 Supplemental Specifications(see:<https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources/2021-standard-specifications.html>)
- J. Addenda Numbers 1,2
- K. Contractor's Bid
- L. Change Orders, duly delivered and executed by each party execution of this Agreement.
- M. 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 2027-01 Street Resurfacing FY27** 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 the revised quantities in Attachment A at the bid unit prices stated therein, superseding the quantities in the original Bid Form signed and submitted on June 24, 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:

APAC-Atlantic Inc.

1431 Centerpoint Blvd. Suite 100

Knoxville, TN 37932

BY:



KODY HARRIS

(Printed or Typed)

Title VICE PRESIDENT

ATTEST:





Town of Farragut - Attachment A 06/26/2026
REVISED QUANTITIES — ITB# 2027-01 Street Resurfacing FY27

NOTICE — REVISED QUANTITIES

- Quantities on this bid form are being revised to align with the Town's available project budget.
- Affected line items and revised quantities are reflected in the QUANTITY column of Section A below (shaded).
- Unit prices submitted by the bidder remain unchanged; revised total prices recalculate from the revised quantities at those unit prices.
- **This revision supersedes the bidder's original submission for ITB 2027-01 upon acceptance.**

A. BASE BID ITEMS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
403-02.01	trackless Tack Coat (TTT-1)	5049	GAL	\$6.25	\$31,556.25
411-01.10	ACS Mix (PG 64-22) Grading D	3330	TN	\$163.00	\$542,790.00
411.-01.11	ACS Mix (PG 64-22) Grading E	4051.73	TN	\$157.50	\$638,147.48
415-01.01	Cold Planing of Bituminous Pavement	7461.73	TN	\$46.00	\$343,239.58
701-02.01	Concrete Curb ramp (retrofit)	4	EA	\$6,465.00	\$25,860.00
701-02.03	Concrete Curb Ramp	2	EA	\$11,000.00	\$22,000.00
702-01.01	Extruded Sloping Curb	335	LF	\$20.25	\$6,783.75
712-01	Traffic control	1	LS	\$119,000.00	\$119,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	100	EA	\$21.75	\$2,175.00
713-16.01	Changeable Message sign unit	2	EA	\$8,000.00	\$16,000.00
716-02.03	PLASTIC PAVEMENT MARKING (Crosswalk Line) 8" Line	100	LF	\$18.00	\$1,800.00
716-02.04	PLASTIC CHANNELIZATION	42	SY	\$25.00	\$1,050.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	145	LF	\$16.00	\$2,320.00
716-02.06	Plastic PAVEMENT Marking (TURN LANE arrow)	6	EA	\$300.00	\$1,800.00
716-05.01	Painted pavement marking (4" Line) (TEMPORARY)	3.61	LM	\$1,050.00	\$3,790.50
716-13.01	Spray thermo pavement Marking (60 Mil) 4" Line	3.61	LM	\$4,450.00	\$16,064.50
717-01	mobilization	1	LS	\$69,000.00	\$69,000.00
A. REVISED TOTAL BASE BID					\$1,843,377.06

REVISED BID TOTAL FOR EVALUATION IN WORDS

One million eight hundred forty-three thousand three hundred seventy-seven dollars and six cents.

B. SUPPLEMENTAL UNIT PRICES FOR AUTHORIZED WORK

Actual quantities ordered may be greater than, less than, or equal to zero (0).

Payment shall be based on actual quantities authorized and completed at the unit prices bid.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
203-05	Undercutting Asphalt/Subgrade (Includes Backfill) Includes Placement and Compaction)	CY	\$110.00
303-01	Mineral Aggregate, Type A Base	TN	\$62.00
307-01.01	PG 64-22 BASE MIXES (GRADING A)	TN	\$380.00
307-01.08	PG 64-22 BASE MIXES (GRADING B-M2)	TN	\$375.00
701-01.01	Concrete Sidewalk (4")	SF	\$30.00
716-02.09	Plastic Pavement Marking (Longitudinal/Continental)	LF	\$30.00
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EA	\$250.00
716-03.04	PLASTIC WORD PAVEMENT MARKING (SCHOOL)	EA	\$600.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN LANE ARROWS)	EA	\$525.00
716-04.05	Plastic PAVEMENT Marking (STRAIGHT arrow)	EA	\$250.00

716-04.13	PLASTIC PAVEMENT MARKING (BIKELANE SYMBOL & ARROW) TO BE PLACED APPROACHING ALL INTERSECTION AND EVERY 500'	EA	\$575.00
716-04.15	Plastic Pavement Marking (Bike Symbol/Arrow Shared)	EA	\$525.00
740-10.03	GEOTEXTILE Fabric (TYPE III)	SY	\$16.50
740-10.04	GEOTEXTILE Fabric (TYPE IV)(STABILIZATION)	SY	\$32.00

For evaluation purposes, Award will be based on the Base Bid Total only. Unit prices in the Supplemental Unit Price Schedule are collected for payment of authorized work and have no effect on bid evaluation or award.

Attachment A - STREET RESURFACING SCHEDULE – FY27 – Revised 6.26.26

General Limits

- Union Road (Everett Rd to Smith Rd)
- Newport Road (Entire Street)
- Duzane Drive(Entire Street)
- Oran Road (from Newport Road to Sonja Drive)
- Dundee Road (Entire Street)
- Destin Circle (Entire Street)
- Hidden Creek Circle (Entire Street)
- Dineen Drive (Entire Street)
- ~~- Cottage Creek Lane (Entire Street)~~
- ~~- Ivy Chase Lane (Entire Street)~~
- ~~- Glen Iris Lane (Entire Street)~~
- ~~- Woodrose Court (Entire Street)~~
- ~~- Briar Gate Lane (Entire Street)~~
- ~~- Bancroft Lane (Entire Street)~~
- Midhurst Drive (East Kingsgate to Eastern intersection of Foxford Road and Midhurst Drive)(D Mix)
- Midhurst (East Kingsgate to West Kingsgate)(D Mix)
- Old Stage Road (Kingston Pike to McFee)(D Mix)
- Old Stage Road (McFee to Johnsons Corner Road)(D Mix)
- Barbara Lane (Entire Street)
- Landing Lane (Entire Street)
- Bantry Lane (Entire Street)
- ~~- Berwick Lane (Entire Street)~~
- ~~- Harrow Road (From Midhurst Northwest to deadend).~~
- Spur Road (Entire Street)

This revision supersedes the bidder's original submission for ITB 2027-01 upon acceptance.

BID PROPOSAL ENVELOPE COVER FORM

(Complete and attach to the OUTSIDE of sealed bid envelope)



TO: Town of Farragut
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934

Confidential
Invitation to Bid

SEALED BID – DO NOT OPEN

ITB No. 2027-01 Street Resurfacing FY27

Bid Opening Date & Time: Tuesday, June 24, 2026 @ 2:00pm

COMPANY NAME:	APAC - ATLANTIC, INC.	
ADDRESS:	1731 CENTERPOINT BLVD., SUITE 100	
CITY/ST/ZIP:	KNOXVILLE, TN 37932	
TDOT Vendor ID No.	0787	
TN CONTRACTOR LICENSE NO:	59289 <i>(CW)</i>	LICENSE CLASSIFICATION(S): HRA; MV
EXPIRATION DATE:	MARCH 31, 2027	LICENSE LIMITATION(S): \$ UNLIMITED
<i>List below the Subcontractors to be used on this project, or check "N/A" if no subcontractors are to be used.</i>		
ELECTRICAL <input checked="" type="checkbox"/> N/A	Subcontractor: N/A	License No: N/A
	Classification/Limitation: N/A	Expiration Date: N/A
HVAC <input checked="" type="checkbox"/> N/A	Subcontractor: N/A	License No: N/A
	Classification/Limitation: N/A	Expiration Date: N/A
GEOHERMAL <input checked="" type="checkbox"/> N/A	Subcontractor: N/A	License No: N/A
	Classification/Limitation: N/A	Expiration Date: N/A
MASONRY <input checked="" type="checkbox"/> N/A	Subcontractor: N/A	License No: N/A
	Classification/Limitation: N/A	Expiration Date: N/A
PLUMBING <input checked="" type="checkbox"/> N/A	Subcontractor: N/A	License No: N/A
	Classification/Limitation: N/A	Expiration Date: N/A

Received by: *(CW)* Date: 6/24/26 Time: 1:40pm



Bid Form

ITB# 2027-01 Street Resurfacing FY27 – Addendum 1 - Attachment A

A. BASE BID ITEMS

Bidder/Company Name: APAC - ATLANTIC, INC.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
403-02.01	trackless Tack Coat (TTT-1)	6,705	GAL	\$ 6.25	\$ 41,906.25
411-01.10	ACS Mix (PG 64-22) Grading D	3,330.00	TN	\$ 163.00	\$ 542,790.00
411-01.11	ACS Mix (PG 64-22) Grading E	6,230	TN	\$ 157.50	\$ 981,225.00
415-01.01	Cold Planing of Bituminous Pavement	9,640.00	TN	\$ 46.00	\$ 443,440.00
701-02.01	Concrete Curb ramp (retrofit)	4	EA	\$ 6,465.00	\$ 25,860.00
701-02.03	Concrete Curb Ramp	2	EA	\$ 11,000.00	\$ 22,000.00
702-01.01	Extruded Sloping Curb	335	LF	\$ 20.25	\$ 6,783.75
712-01	Traffic control	1	LS	\$ 119,000.00	\$ 119,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	100	EA	\$ 21.75	\$ 2,175.00
713-16.01	Changeable Message sign unit	2	EA	\$ 8,000.00	\$ 16,000.00
716-02.03	PLASTIC PAVEMENT MARKING (Crosswalk Line) 8" Line	100	LF	\$ 18.00	\$ 1,800.00
716-02.04	PLASTIC CHANNELIZATION	42	SY	\$ 25.00	\$ 1,050.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	145	LF	\$ 16.00	\$ 2,320.00
716-02.06	Plastic PAVEMENT Marking (TURN LANE arrow)	6	EA	\$ 300.00	\$ 1,800.00
716-05.01	Painted pavement marking (4" Line) (TEMPORARY)	3.61	LM	\$ 1,050.00	\$ 3,790.50
716-13.01	Spray thermo pavement Marking (60 Mil) 4" Line	3.61	LM	\$ 4,450.00	\$ 16,064.50
717-01	mobilization	1	LS	\$ 69,000.00	\$ 69,000.00

A. TOTAL BASE BID \$ 2,297,005 .00

BID TOTAL FOR EVALUATION IN WORDS

Two million, two hundred and ninety seven thousand, five dollars and zero cents.

B. SUPPLEMENTAL UNIT PRICES FOR AUTHORIZED WORK

Actual quantities ordered may be greater than, less than, or equal to zero (0). Payment shall be based on actual quantities authorized and completed at the unit prices bid.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
203-05	Undercutting Asphalt/Subgrade (Includes Backfill) Includes Placement and Compaction)	CY	\$ 110.00
303-01	Mineral Aggregate, Type A Base	TN	\$ 62.00
307-01.01	PG 64-22 BASE MIXES (GRADING A)	TN	\$ 380.00
307-01.08	PG 64-22 BASE MIXES (GRADING B-M2)	TN	\$ 375.00
701-01.01	Concrete Sidewalk (4")	SF	\$ 30.00
716-02.09	Plastic Pavement Marking (Longitudinal/Continental)	LF	\$ 30.00
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EA	\$ 250.00
716-03.04	PLASTIC WORD PAVEMENT MARKING (SCHOOL)	EA	\$ 600.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN LANE ARROWS)	EA	\$ 525.00
716-04.05	Plastic PAVEMENT Marking (STRAIGHT arrow)	EA	\$ 250.00
716-04.13	PLASTIC PAVEMENT MARKING (BIKELANE SYMBOL & ARROW) TO BE PLACED APPROACING ALL INTERSECTION AND EVERY 500'	EA	\$ 575.00
716-04.15	Plastic Pavement Marking (Bike Symbol/Arrow Shared)	EA	\$ 525.00
740-10.03	GEOTEXTILE Fabric (TYPE III)	SY	\$ 16.50
740-10.04	GEOTEXTILE Fabric (TYPE IV)(STABILIZATION)	SY	\$ 32.00

In submitting this bid, the bidder recognizes that the right is reserved by the Town of Farragut to accept the total bid or any part, to negotiate with any bidder, waive any formalities in the bidding, or to reject any or all bids. For evaluation purposes, Award will be based on the Base Bid Total only. Unit prices in the Supplemental Unit Price Schedule are collected for payment of authorized work and have no effect on bid evaluation or award.

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

References for this contract must be submitted with bid form.

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

1. CITY OF MARYVILLE, CHUCK ROWAN, 865-273-3506, CROWAN@MARYVILLE-TN.GOV
2. KNOX COUNTY, CHRIS SIVYER, 865-215-5800, CHRIS.SIVYER@KNOXCOUNTY.ORG
3. TDOT, LEAH ROSS, 865-314-3212, LEAH.ROSS@TN.GOV

Name and Address of Bidder: APAC-ATLANTIC, INC.
1431 CENTERPOINT BLVD., SUITE 100
KNOXVILLE, TN 37932

Telephone: 865-983-3100

Email Address: KODY.HARRIS@HARRISONCC.COM

Signature: 

Title: VICE PRESIDENT Date: 6/24/26



Town of Farragut

**Invitation to Bid No. 2027-01
 For
 Street Resurfacing Projects FY27**

All Bids Must be Submitted To:
 Farragut Town Hall
 11408 Municipal Center Dr
 2nd Floor
 Farragut, TN 37934

**Deadline for Proposal Submissions:
 Date: Wednesday, June 24, 2026 Time: 2:00 PM EST**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name <i>APAC-ATLANTIC, INC.</i>	DBA, If Applicable
Street Address <i>1431 CENTERPOINT BLVD., SUITE 100</i>	Phone Number <i>865-983-3100</i>
City, State, Zip Code <i>KNOXVILLE, TN 37932</i>	Email Address <i>KODY.HARRIS@HARRISONCC.COM</i>
FEIN: <i>58-1401474</i>	

Are quotes firm for 60 days? Yes No Other

If submitting a "No Proposal" state reason _____

By signing and submitting this bid, the Bidder acknowledges and certifies the bidder has examined, understands, and agrees to the solicitation documents, specifications, addenda, and related requirements and that the person signing this bid has full authority to bind the firm to the terms stated herein.

[Signature]
 Authorized Signature
KODY HARRIS
 Name (Printed)

VICE PRESIDENT
 Title (Printed)
6/24/26
 Date

Town of Farragut
ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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 Bidder further acknowledges that should it be determined at the time of the bid opening that the Bidder has failed to acknowledge receipt of **ALL** issued addenda; the Bid submission shall be rejected. The Bidder understands that any verbal representation made or assumed to be made during any oral discussion held between Bidder's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

BID CERTIFICATION:

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

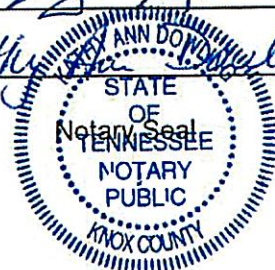
I further certify that my company is in compliance with all State of Tennessee laws.

Date: 6/24/26

Name of Bidder's Company: APAC-ATLANTIC, INC.

Signature of Responsible Bidder: [Handwritten Signature]

Notary's Signature: [Handwritten Signature]



Bond No. 69453-CHU-26-244

TOWN OF FARRAGUT, TENNESSEE

BID BOND FORM

Principal:

APAC-Atlantic, Inc.

Print Name of Principal

Surety:

Federal Insurance Company

Print Name of Surety

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

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

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

Contract No. TOF Resurfacing 26
TOWN OF FARRAGUT

APAC-Atlantic, Inc. Federal Insurance Company
Principal (1) Surety (1)
By: [Signature] By: [Signature]
Kody HARRIS, VICE PRESIDENT General Agent or Attorney-in-Fact
June 17, 2026
Print Name and Title Date
6/24/26
Date (Seal)



N/A N/A
Principal (2) Surety (2)
By: By:
General Agent or Attorney-in-Fact
Print Name and Title Date
Date (Seal)

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

Contract No. _____
TOWN OF FARRAGUT

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Olga Iglesias

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.

[Signature of Rupert HD Swindells]
Rupert HD Swindells, Assistant Secretary

[Signature of Warren Eichhorn]
Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

[Signature of Albert Contursi]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 17, 2026



[Signature of Rupert HD Swindells]
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DRUG-FREE WORKPLACE AFFIDAVIT

SECTION A – FOR EMPLOYERS WITH FIVE (5) OR MORE EMPLOYEES

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

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

SECTION B – FOR EMPLOYERS WITH FEWER THAN FIVE (5) EMPLOYEES

The undersigned hereby certifies that the Company listed below employs fewer than five (5) employees and is therefore exempt from the Drug-Free Workplace Program requirements of T.C.A. § 50-9-113.

Company Name: APAC-ATLANTIC, INC.

Number of Employees: 450 +

Name of Officer Title of Officer KODY HARRIS, VICE PRESIDENT

State of TN, County of KNOX

Before me personally appeared KODY HARRIS, 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 24 day of JUNE, 2026.

Notary Public Kathy Ann Dowling

My commission expires: 11-22-2028



NON-COLLUSION AFFIDAVIT

KODY HARRIS, being first duly sworn, deposes and says that:

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

(Signed): [Signature]

Title: VICE PRESIDENT

Before me personally appeared KODY HARRIS, 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 24 day of JUNE, 2026.

[Signature]
Notary Public

My commission expires: 11-22-2028

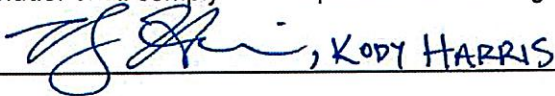


STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

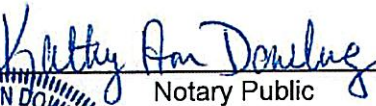
This is to certify that APAC-ATLANTIC, INC. have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

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

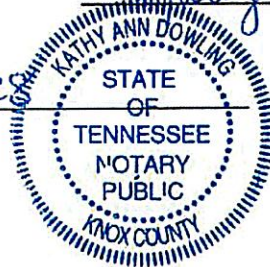
Signed:  KODY HARRIS

Before me personally appeared KODY HARRIS, 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 24 day of JUNE, 2026.


Notary Public

My commission expires: 11-22-2028






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

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

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

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

	6/27/26
Signature of Authorized Representative	Date
KODY HARRIS	865-310-6132 KODY.HARRIS@HARRISONCC.COM
Printed Name	Phone Number / Email Address



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

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


- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

	6/24/26
Signature of Authorized Representative	Date
KODY HARRIS	865-310-6132 KODY.HARRIS@HARRISONCC.COM
Printed Name	Phone Number / Email Address

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



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

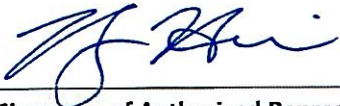
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

	6/24/26
Signature of Authorized Representative	Date
KODY HARRIS, VICE PRESIDENT	865-310-6132 KODY.HARRIS@HARRISONCC.COM
Printed Name and Title	Phone Number / Email Address

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

Ethnicity	Male	Female
Black/African American		
American Indian and Alaskan Native		
Asian		
Caucasian		
Hispanic		
Native Hawaiian/Other Pacific Islander		
Other (Please Specify) <u>N/A</u>		

Name of Company APAC-ATLANTIC, INC.

Owner's Name CRH, plc (PUBLICLY TRADED)

Type of Business CORPORATION



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	TOWN OF FARRAGUT ITB 2027-01
CONTRACTOR LEGAL ENTITY NAME:	APAC-ATLANTIC, INC.
EDISON SUPPLIER IDENTIFICATION NUMBER:	58-1401474

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

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

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

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

CONTRACTOR SIGNATURE

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

KODY HARRIS, VICE PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY

6/27/26

DATE

TITLE VI ASSURANCE

As required by the contractual agreement, APAC-ATLANTIC, INC. will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs.

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

APAC-ATLANTIC, INC. further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

APAC-ATLANTIC, INC. will also encourage interested certified Disadvantaged Business Enterprise (DBE) firms, as well as other minority-owned and women-owned, to work as subcontractors.

Declaration of Administrative Head

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



Administrative Head

6/24/26

Date

**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY
STATEMENT**

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

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

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

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

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

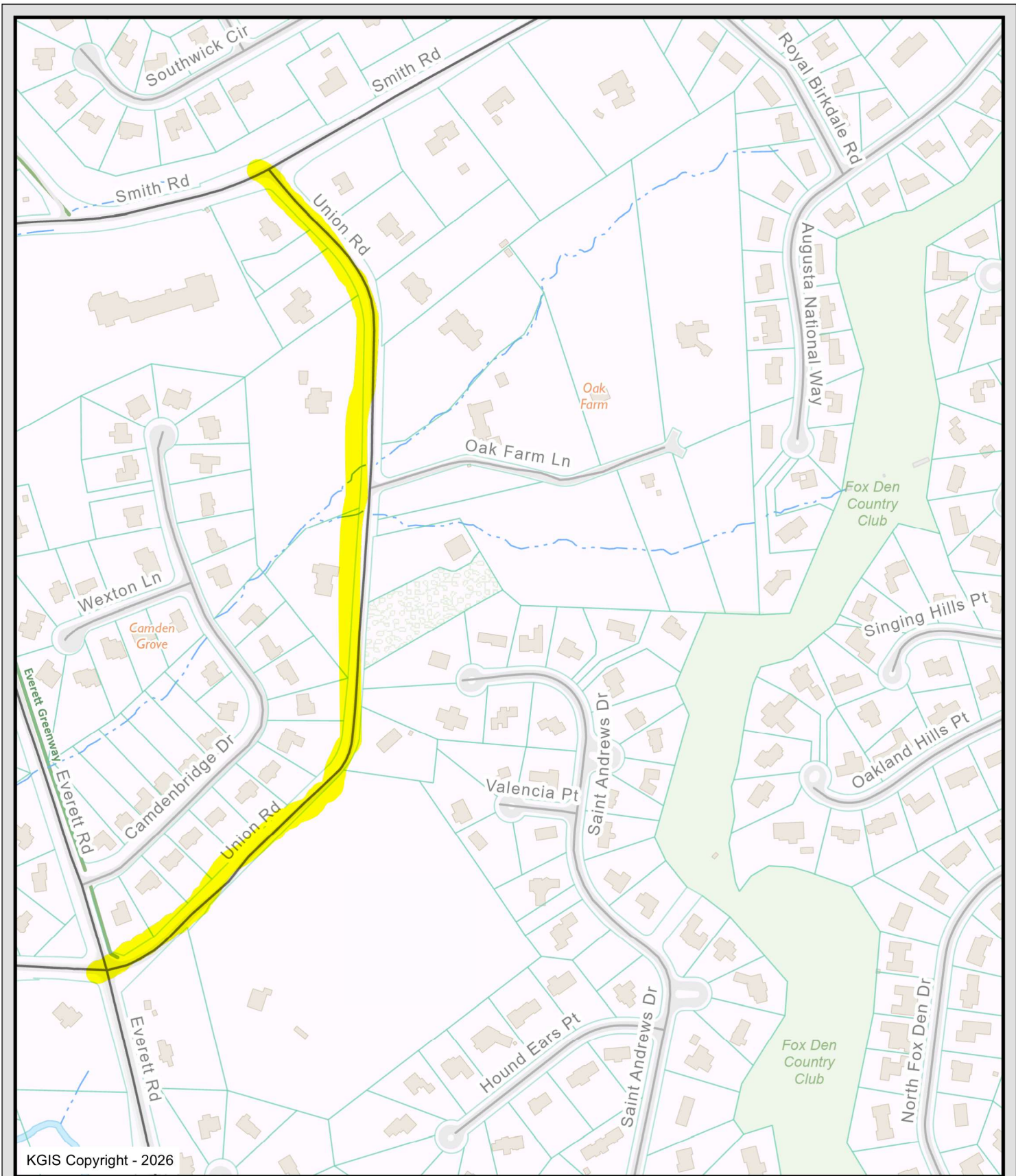
It is the policy of (Company Name **APAC-Atlantic, Inc.**) to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to your supervisor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

EEO Officer Name: LINDA DILGARD LANE Address/Office

Location: 1731 CENTERPOINT BLVD., SUITE 100, KNOXVILLE, TN Telephone #


(Signature of Company Head)

6/24/26
(Date)



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Union Road

From Smith Road to Everett Road



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Knoxville - Knox County - KUB Geographic Information System

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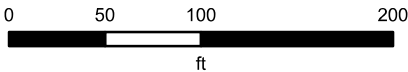
KGIS Copyright - 2026

Bantry Lane

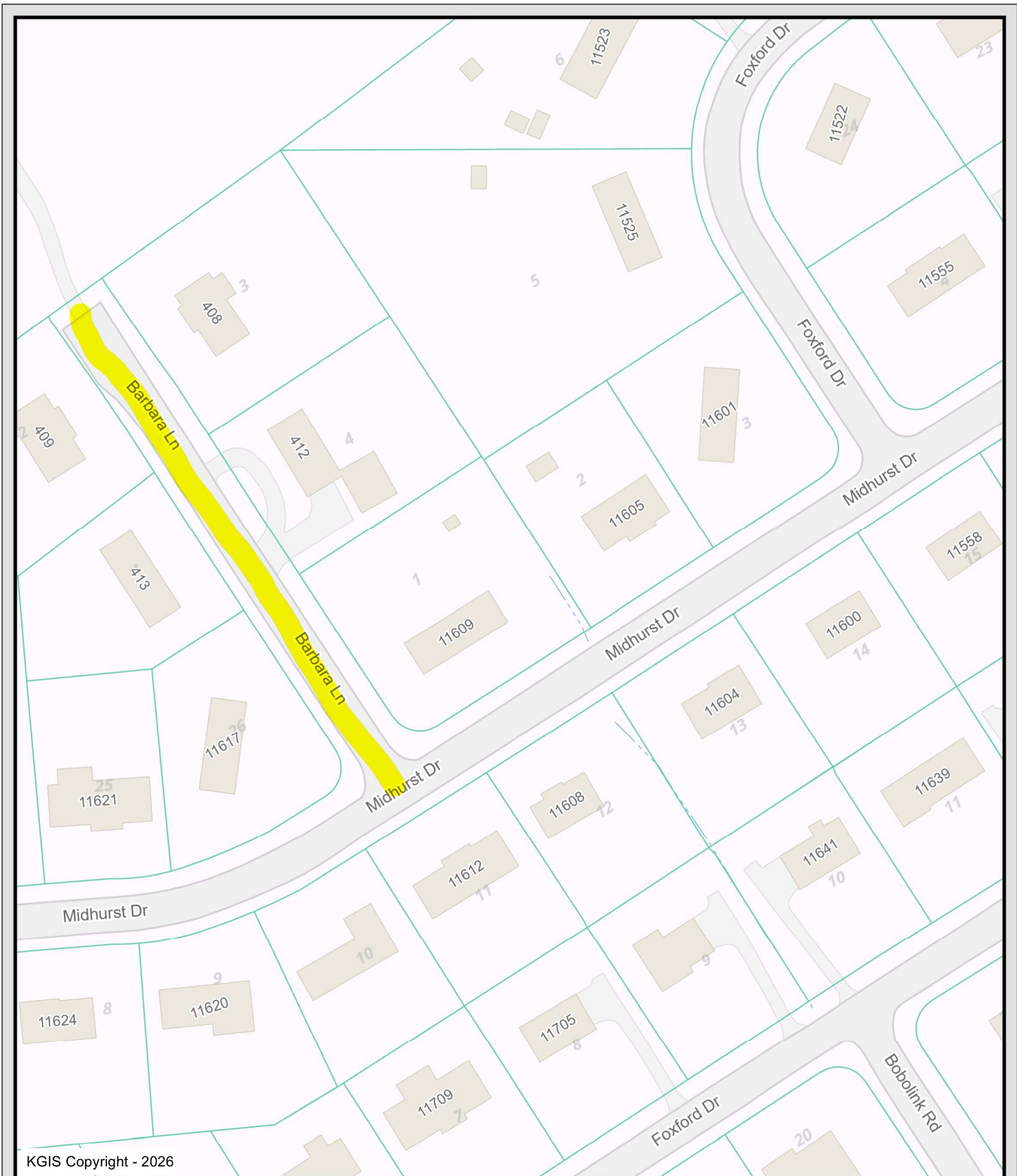
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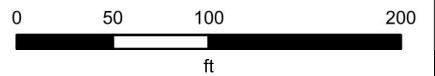
KGIS Copyright - 2026

Barbara lane

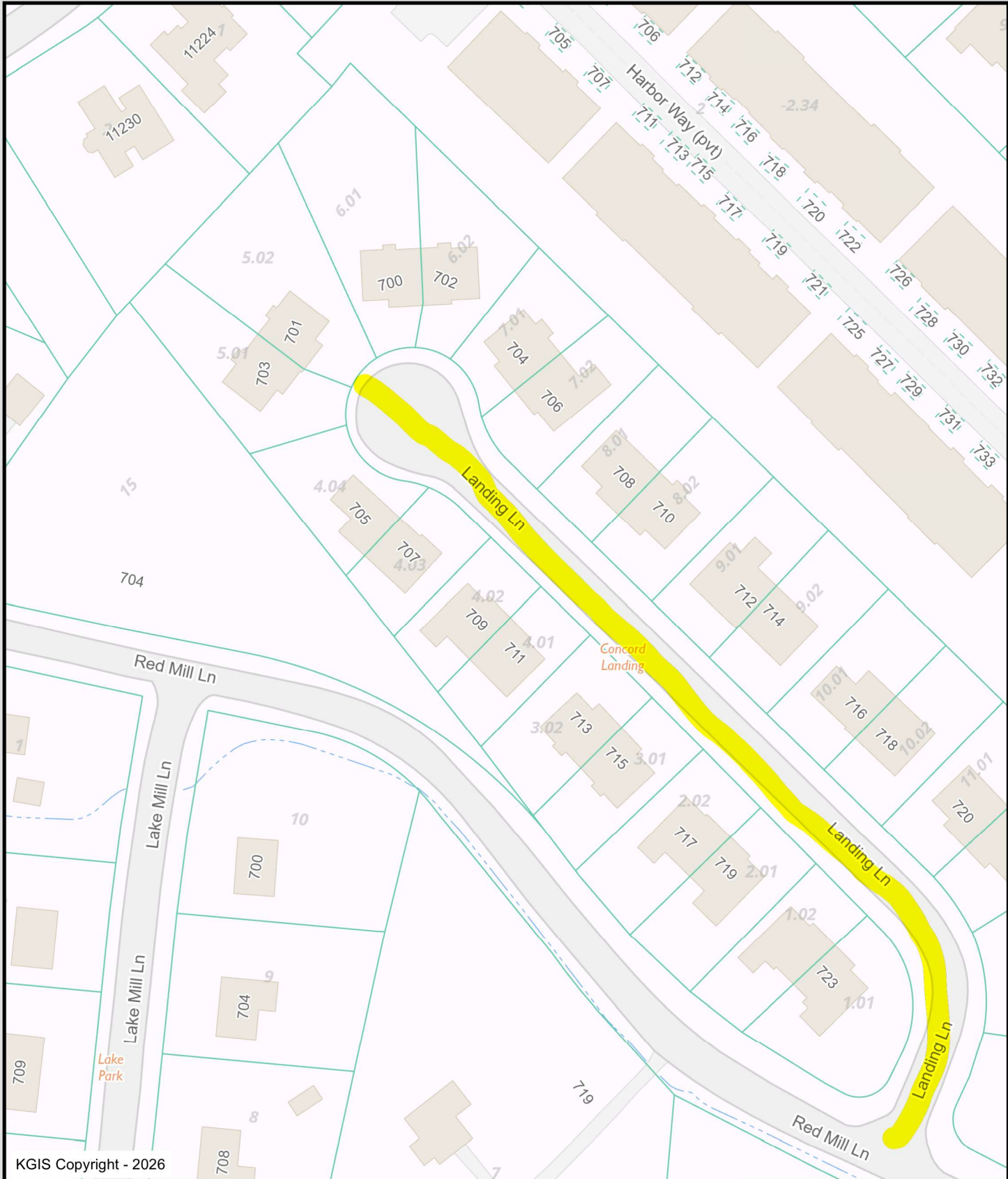
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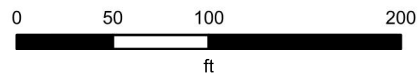
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Landing Lane

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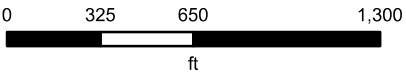
Midhurst Drive

From East Kingsgate to the Eastern intersection with Foxford Dr

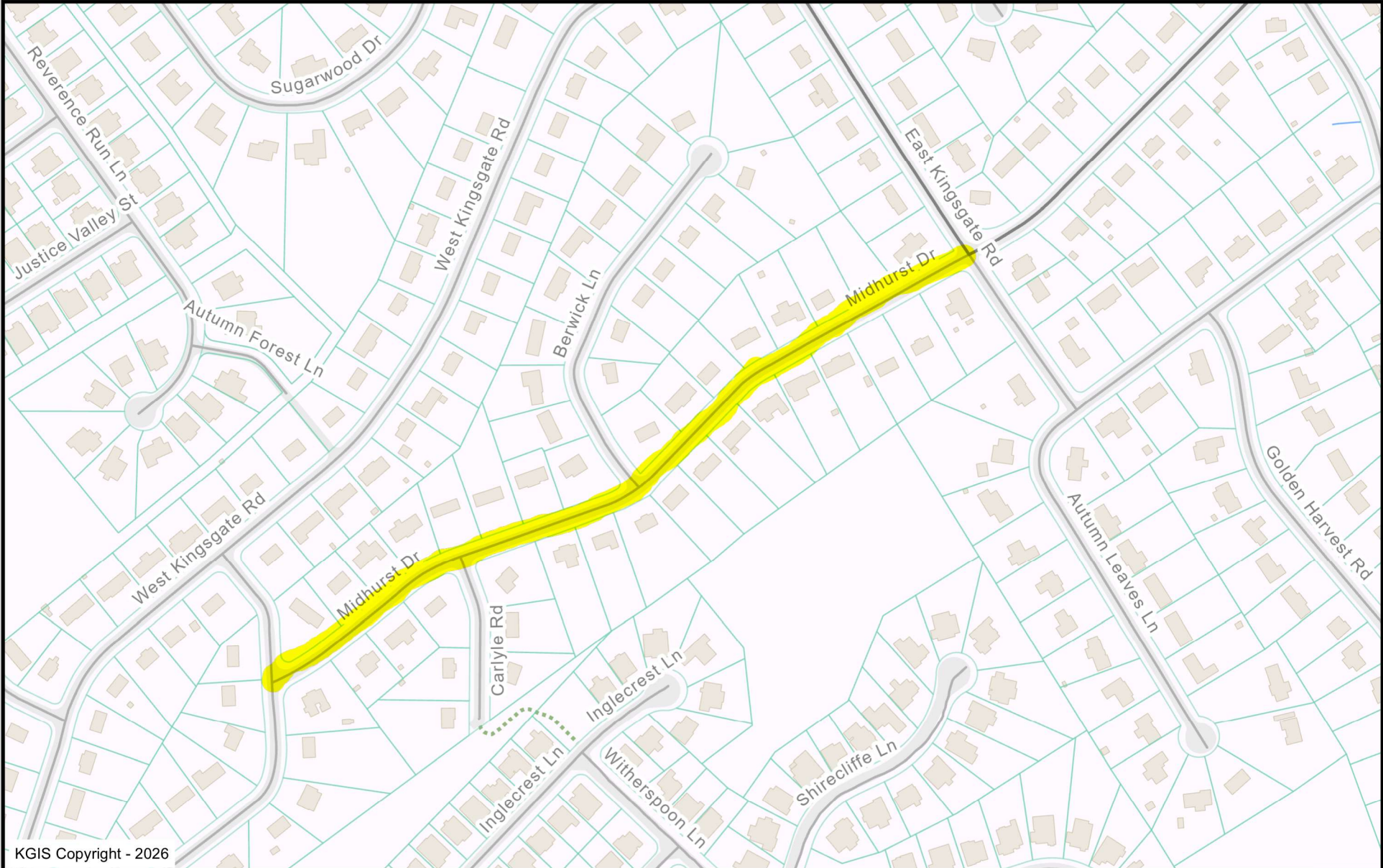
Knoxville - Knox County - KUB Geographic Information System



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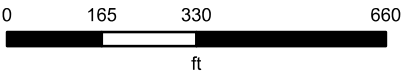
Midhurst Drive

From East Kingsgate to West Kingsgate

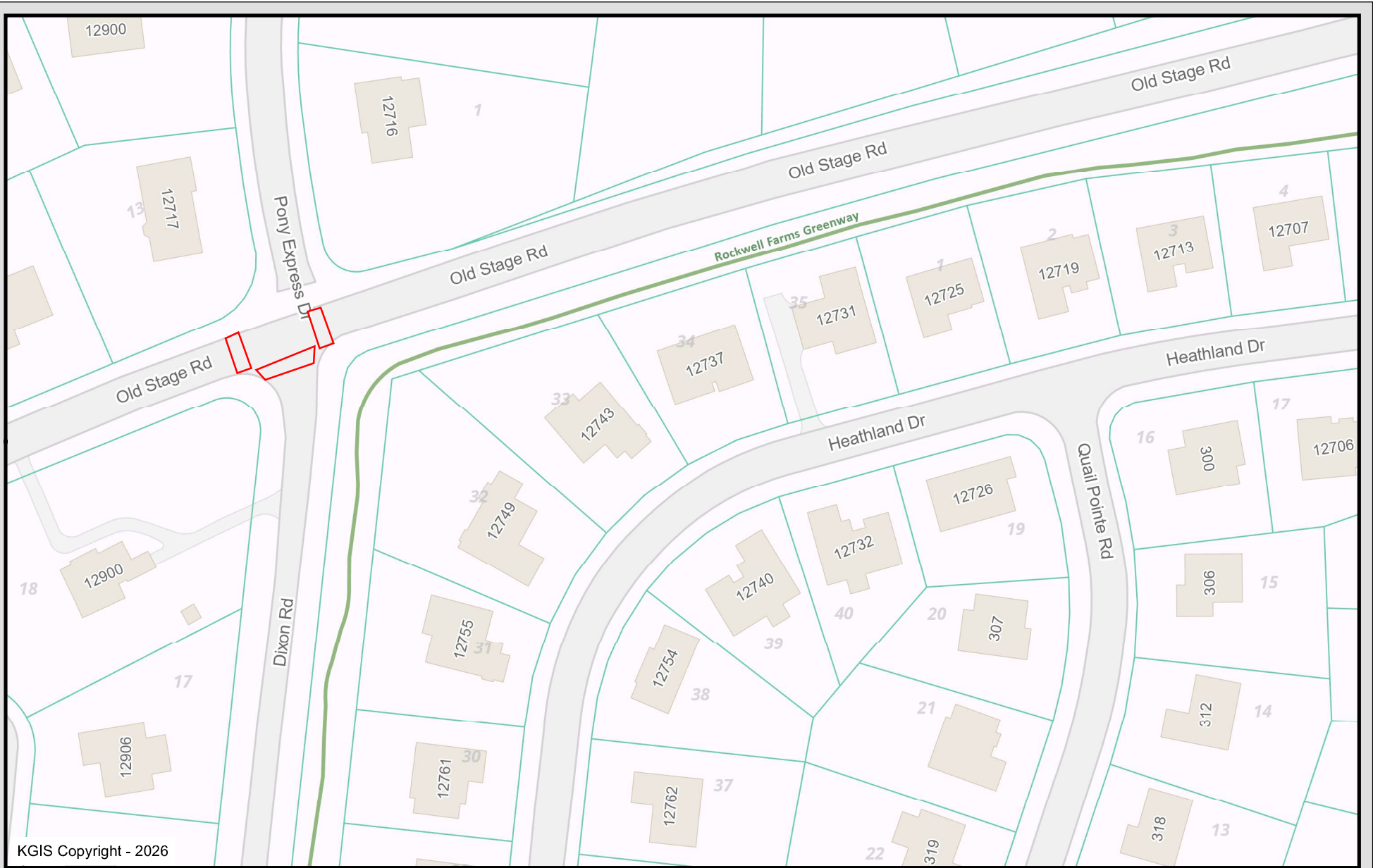
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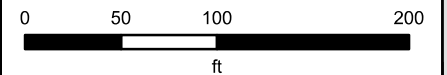
Old Stage Curb Ramps Retrofit and Crosswalk

Retrofit Four Curb Ramps and paint Crosswalk

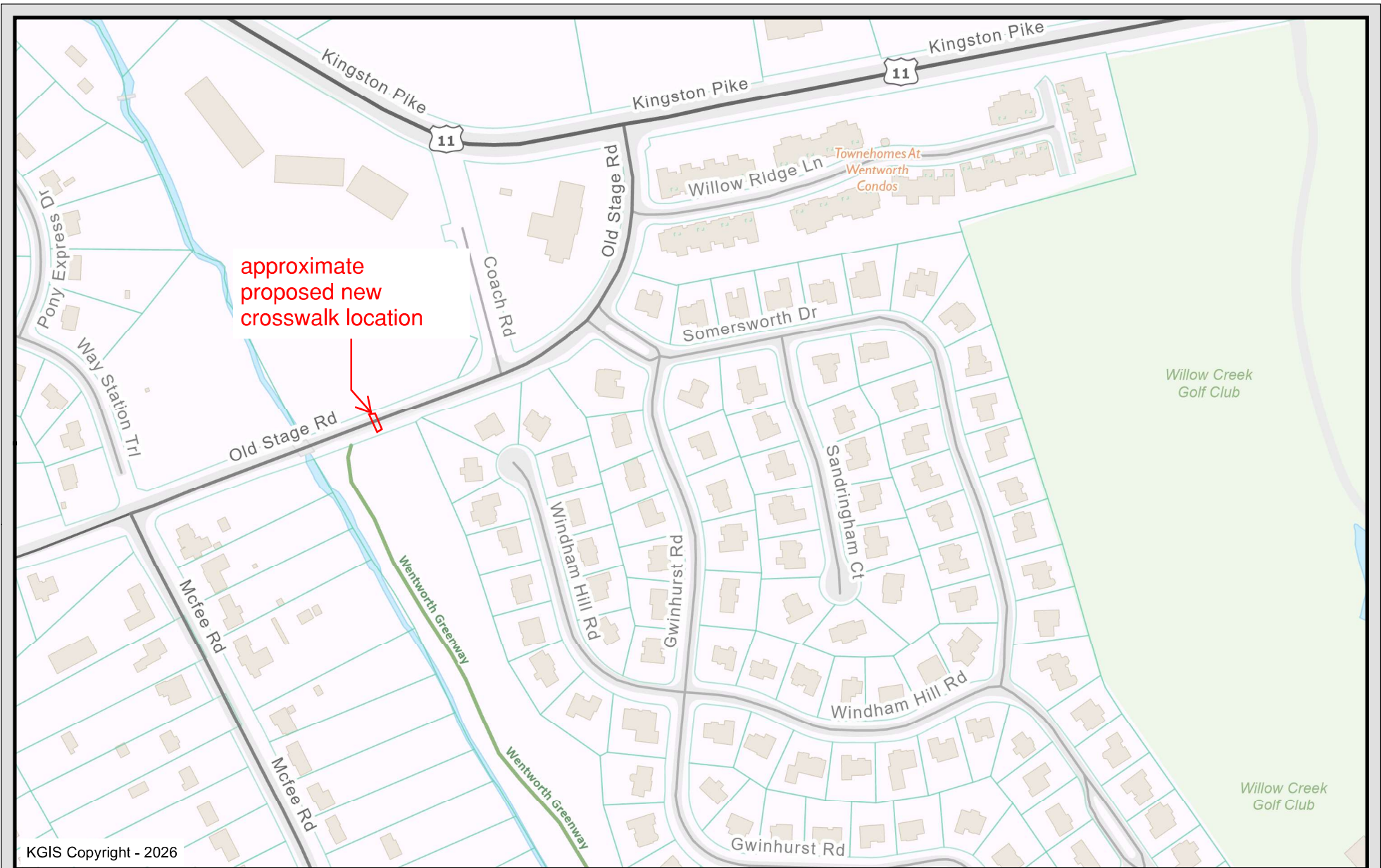
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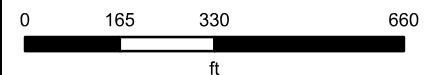
Old Stage Crosswalk East of Wentworth Greenway

Two New Curb Ramps and Crosswalk

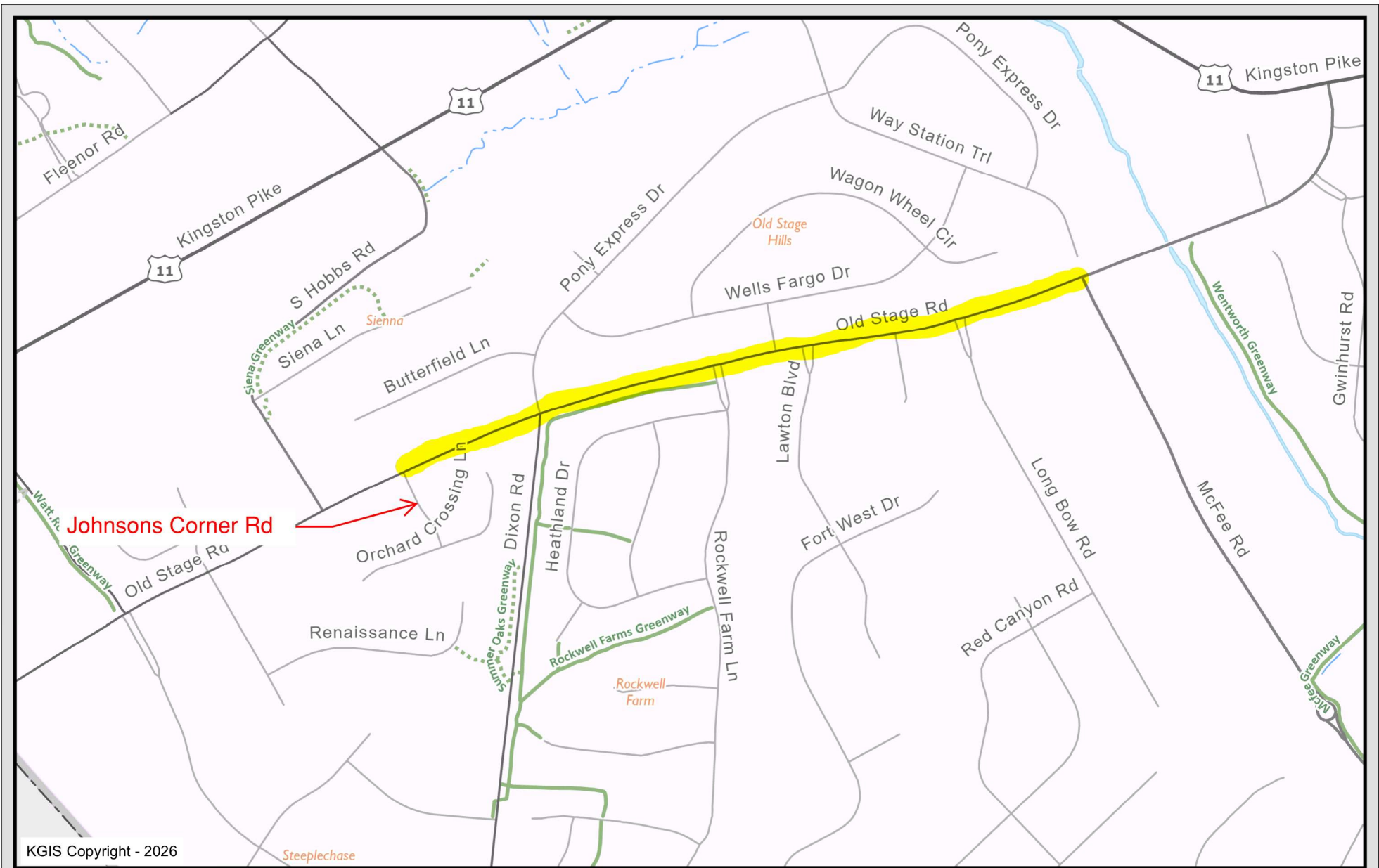
Knoxville - Knox County - KUB Geographic Information System



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Old Stage Road

McFee Road to Johnsons Corner Road

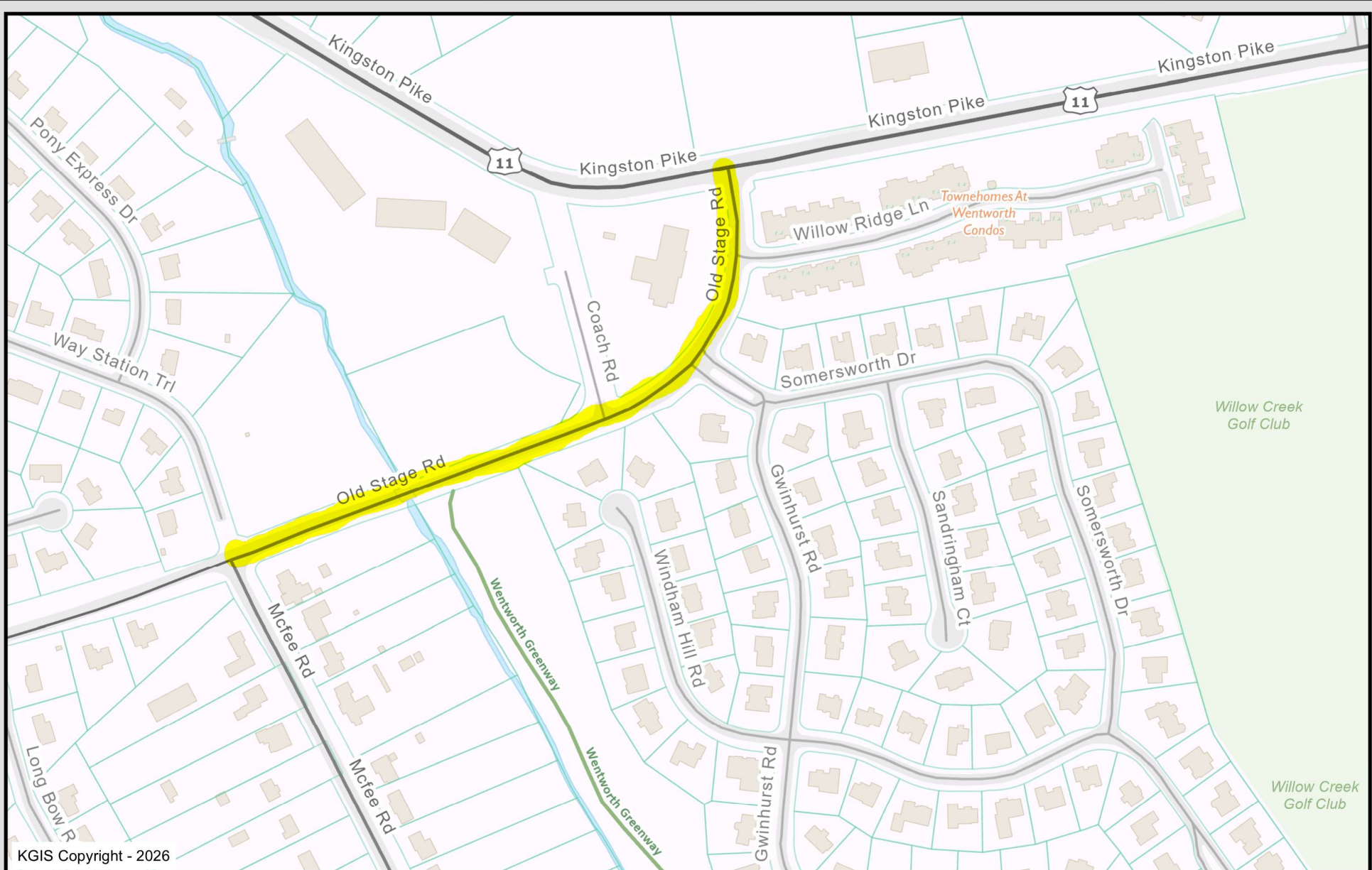
Knoxville - Knox County - KUB Geographic Information System



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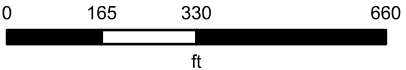
Old Stage Road

Kingston Pike to McFee

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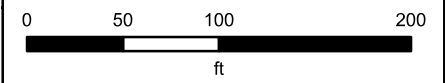
KGIS Copyright - 2026

Spur Road

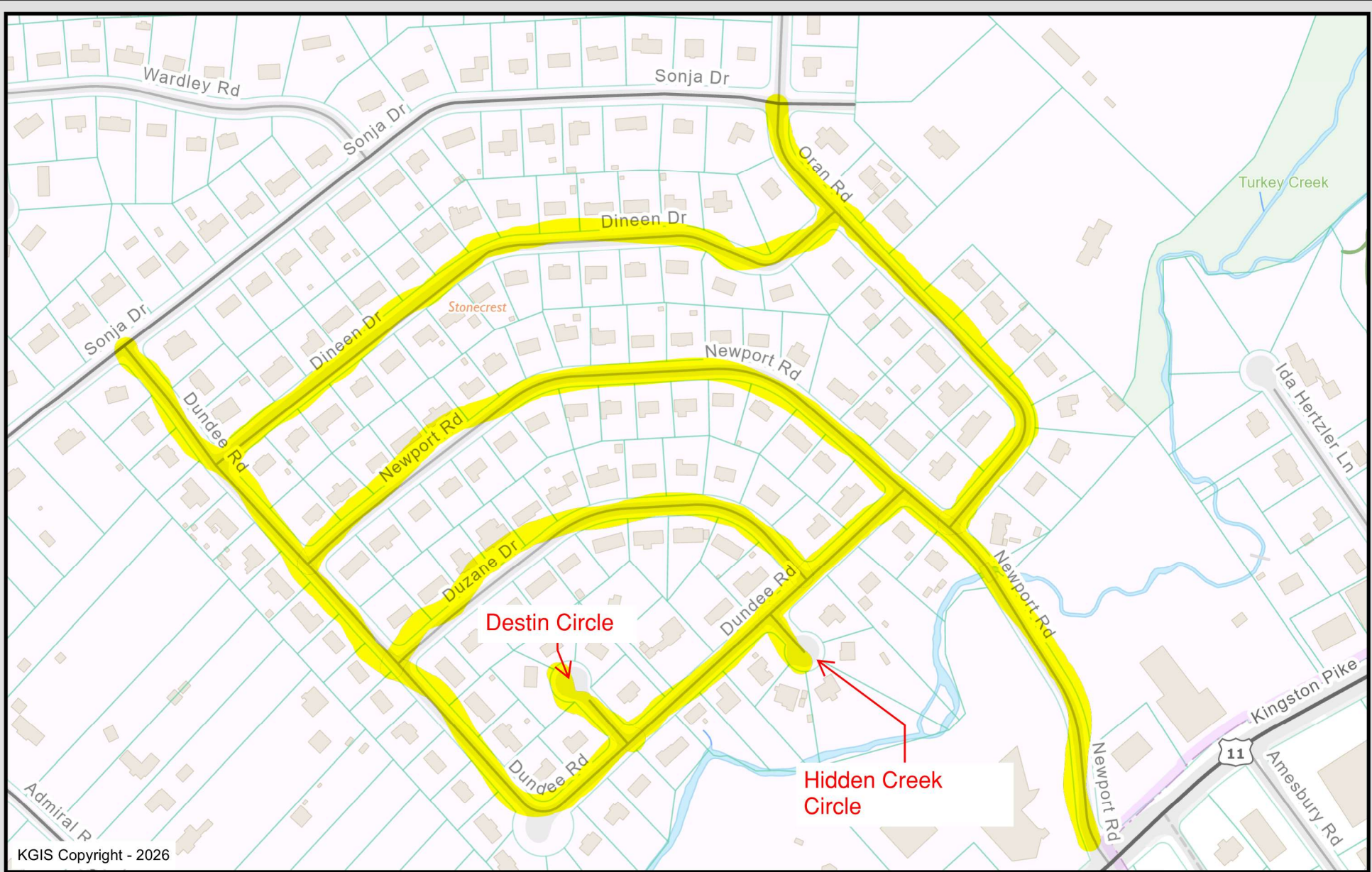
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Newport Road|Duzen Drive|Oran Road|Dundee Road|Destin Circle
 Hidden Creek Circle|Dineen Drive

Knoxville - Knox County - KUB Geographic Information System

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0 165 330 660
ft

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REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Eric Schindler, Assistant Town Engineer

Subject: Approval of Professional Services Agreement With Cannon & Cannon, Inc. for Russfield Drive Culvert Design Services

Introduction & Background: The purpose of this agenda item is the approval of professional services agreement with Cannon & Cannon, Inc. for development of design plans for replacement culvert near 436 Russfield Drive.

Discussion & Recommendations: Over the years, the roadway has shown signs of deterioration due to small potholes opening up. Upon recent further inspection of the roadway, it was determined that the condition of the corrugated metal pipes running underneath Russfield, and through which North Fork Turkey Creek flows, have deteriorated and are in need of replacement to prevent further compromising of the roadway. Given the proximity of underground utilities and a constant flow of water through the pipe, staff believes the complexity of the pipe replacement will require engineering drawings. Staff selected Cannon & Cannon from the general request for qualifications list. Cannon & Cannon submitted the attached agreement to conduct field surveys, coordinate with utilities, create culvert sections, prepare plans (including traffic control), obtain a TDEC permit and assist with the bid/construction phase. The total fee for this effort is \$47,500, with completion of final construction plans 18 weeks after authorization to proceed.

Account Number: 310-41670-59138

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$400,000	\$47,500	\$0	\$352,500

Approved By: Tessa Cortes

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

Proposed Motion: Approval of Professional Services Agreement with Cannon & Cannon, Inc. for development of design plans for culvert replacement on Russfield Drive.

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

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

Project: Russfield Drive Culvert Replacement Design

Location: Russfield Drive (near 436 Russfield Drive),

Description of Project: Prepare engineering design plans for construction of replacement culvert under Russfield Drive, near 436 Russfield Drive. Scope of work includes survey, utility coordination, culvert cross-section, hydraulic analysis, TDEC Permitting (ARAP) and bid / construction phase assistance.

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$47,500.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Town Administrator and shall submit final construction plans to the Town within 18 weeks of receiving the authorization to proceed. Upon submittal of final construction plans, contractor will have outstanding Construction Phase services that will go through the duration of construction.

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

within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

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

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

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

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

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

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Cannon & Cannon, Inc.

By: Annie E. Addison

Printed
Name: Annie Addison, P.E.

Title: Project Manager

Date: June 29th, 2026



June 1, 2026

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

RE: Proposal for Engineering Design Services
Russfield Drive Culvert Replacement Design

Dear Mr. Smith:

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to prepare this proposal to provide engineering services for the design of replacement culvert along Russfield Drive in Farragut, Tennessee. In accordance with your request, the following is a summary of our proposed scope of work, fee structure, and project schedule.

SCOPE OF WORK

Our understanding is that the Town of Farragut (the Town) desires to replace the existing culvert at a specific location along Russfield Drive (near 436 Russfield Drive). The Town has asked CCI to provide a proposal to prepare engineering design plans for the construction of said improvements. The scope of work will generally consist of survey, utility coordination, culvert cross-sections, hydraulic analysis, TDEC permitting (ARAP), and bid/construction phase assistance. The following is a detailed description of our proposed scope of services for this effort.

Task 1 – Project Management

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



Task 2 – Culvert Replacement Design

2.1 Field Survey

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

2.2 Construction Review Design Plans

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

- Title Sheet (with list of applicable standard drawings)
- Proposed Layout (showing utilities, culvert cross-sections, etc.)
- Traffic Control
- Miscellaneous Details
- Estimated Quantities
- Notes
- Utility Notes and Utility Contacts

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

2.3 Final Construction Plans

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

Task 3 – Construction Services

3.1 Bid Phase Services

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

3.2 Construction Administration

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



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

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

FEE STRUCTURE

Based on our understanding of this project, the proposed budget for the scope of work described is **\$47,500**. CCI will invoice this amount on a lump sum basis, with monthly invoices to be issued in accordance with monthly estimates of percent completion of the project. Additional services that may become necessary beyond the project scope of work will be invoiced on an hourly basis at the then-current CCI standard hourly rates. In the unforeseen event the scope of work significantly changes requiring an amended budget, a revised proposal will be submitted for your approval prior to proceeding.

ADDITIONAL SERVICES

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

- Attendance at public meetings or Board of Mayor and Aldermen meetings
- Utility relocation design
- Utility potholing expenses
- Right-of-way acquisition services
- Environmental testing or permitting services
- Attendance at a pre-bid meeting or bid opening
- Tabulation of bids or preparation of a recommendation of contract award
- Construction staking services
- Construction engineering and inspection (CEI)



PROJECT SCHEDULE

CCI will start work immediately upon authorization to proceed and will submit final construction plans to the Town within 18 weeks of receiving the authorization to proceed.

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

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

Sincerely,

A handwritten signature in blue ink that reads "Annie E. Addison".

Annie Addison, P.E.
Project Manager

ARDURRA

2026 RATE SCHEDULE

<u>LABOR</u>	<u>2026</u>
Principal	\$305.00 /hr.
Practice Director	\$305.00 /hr.
Senior Consultant	\$275.00 /hr.
Group Leader	\$280.00 /hr.
Senior Project Manager	\$270.00 /hr.
Senior Electrical Engineer	\$275.00 /hr.
Project Manager	\$245.00 /hr.
Engineering Manager	\$245.00 /hr.
Associate Project Manager	\$225.00 /hr.
Senior Project Engineer 2	\$245.00 /hr.
Senior Project Engineer 1	\$215.00 /hr.
Project Engineer	\$195.00 /hr.
Electrical Engineer	\$210.00 /hr.
Engineering Associate 2	\$155.00 /hr.
Engineering Associate I	\$140.00 /hr.
Senior Project Controller	\$175.00 /hr.
Project Controller	\$160.00 /hr.
Senior Scientist	\$180.00 /hr.
Scientist	\$160.00 /hr.
Senior Planner	\$220.00 /hr.
Planner	\$165.00 /hr.
Senior Engineering Designer	\$175.00 /hr.
Engineering Designer 2	\$160.00 /hr.
Engineering Designer 1	\$125.00 /hr.
Senior GIS Analyst	\$185.00 /hr.
GIS Analyst	\$160.00 /hr.
GIS Technician	\$140.00 /hr.
Field Crew	\$195.00 /hr.
Project RLS	\$180.00 /hr.
Senior Survey Technician	\$170.00 /hr.
Drone Services (Including Pilot)	\$420.00/hr.
Senior Construction Observer	\$165.00 /hr.
Construction Observer 1	\$120.00 /hr.
Construction Observer 2	\$140.00 /hr.
Senior Funding Support Specialist	\$155.00 /hr.
Funding Support Specialist	\$145.00 /hr.
Senior Project Administrator	\$140.00 /hr.
Project Administrator	\$105.00 /hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%
Special Owner Requested Computer Software (1)	Cost + 10%

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer

Subject: Approval of Revisions to Stormwater Advisory Committee Charter

Introduction & Background: During the Board's Workshop discussion on June 11, 2026, Board members requested revisions to the Stormwater Advisory Committee Charter.

Discussion & Recommendations: The purpose of these revisions is to add one member of the Board of Mayor and Aldermen to the membership of the Stormwater Advisory Committee, making a total of eight members. A redlined copy of the Charter with proposed revisions is attached, along with a clean copy of the Charter. This item was addressed at the June 25, 2026 Board of Mayor and Aldermen Meeting but due to an unclear motion, staff recommends re-voting on this recommended revision to clarify for the record.

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: Approval of proposed revisions to the Charter of the Stormwater Advisory Committee.



Stormwater Advisory Committee (SAC)

Charter

Background

The Town of Farragut (Town), along with all other cities in the United States with populations in the 10,000-100,000 range, is required by the U.S. Environmental Protection Agency to participate in Phase II of the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Program. In Tennessee the Phase II NPDES program is administered by the Tennessee Department of Environment and Conservation (TDEC).

The first requirement of the program was that participating municipalities submit a Notice of Intent (NOI) to comply with the provisions of a state-written general permit. That NOI, submitted to TDEC in March 2003, included a plan of action by the Town to develop and implement an ongoing program of storm water management directed at the protection and improvement of water quality of the local water resources. The program is structured to address six specific measures:

1. Public education and outreach on storm water impacts;
2. Public involvement and participation;
3. Illegal discharge detection and elimination, including outfall and storm sewer system mapping;
4. Construction site storm water runoff control;
5. Post-construction storm water management in new development and redevelopment, including the development of best management practices (BMP's) that will be used to maintain high water quality in surface runoff; and
6. Pollution prevention for municipal activities and operations, such as vehicle washing and grounds maintenance.

The Farragut Board of Mayor and Aldermen (FBMA) and Town staff believe that the implementation of the stormwater management program outlined in the NOI is best facilitated by participation of various key stakeholders. Accordingly, a Stormwater Advisory Committee (SAC) is herewith chartered by the FBMA to provide oversight for the program in cooperation with the public, Town staff, and FBMA.

Mission

The Stormwater Advisory Committee will serve as a mechanism to provide oversight in an advisory capacity of the stormwater management program as outlined in the Town's NOI. The SAC will process information, requests, and recommendations from the public and Town staff, and advise the FBMA, the Farragut Municipal Planning Commission, and staff. Furthermore, the

SAC will perform other activities as specified for SAC action in the Farragut Municipal Code, Subdivision Regulations, and other town ordinances.

Membership

The Stormwater Advisory Committee shall consist of ~~eight~~^{seven} (7) voting members appointed by the FBMA, and, if available for appointment, one (1) non-voting youth-member appointed by the majority vote of the committee. Voting members shall be composed of at least one (1) member that is a specialist in hydrology/water quality or aquatic ecology/water quality, at least one (1) member that is a civil or environmental engineer (preferably with a P.E. certification), at least one (1) member that is a practicing landscape architect, nursery professional, horticulturalist, or forester, one (1) member that is a member of the Farragut Municipal Planning Commission, one (1) member that is a member of the FBMA, and the remaining members from the public at large. (If applications for voting membership to the committee do not include these specific specialists, other individuals may be appointed at the discretion of the FBMA, preferably individuals with interest, knowledge, and expertise in stormwater management, environmental issues, or science.)

Voting members are appointed to a two-year term and may be re-appointed. Terms shall be staggered. In case of resignation, death, or removal from office, another appointment shall be made to finish out the unexpired term of office of the former member. Members of the committee may be removed for cause by the Board of Mayor and Aldermen at any time. The non-voting youth member's term may be for one fiscal year or less depending on the youth member's availability. The non-voting youth member may be removed from the committee at any time by majority vote of the committee.

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

The SAC will determine meeting protocol, elect a chair, vice chair and a secretary, and maintain meeting minutes. Meetings of the committee will be public meetings consistent with Town practices and Tennessee Law. The public will be invited to provide input as the stormwater management program evolves. The Town Engineer and the Town Community Development Director will participate in the SAC meetings as advisors.

The SAC shall provide the FBMA a written report at the Board's first meeting in May of each year or as soon thereafter as possible. The report shall: (1) summarize activities of the committee during the preceding twelve months, (2) describe the Town's program in addressing the six specific measures (see above), (3) evaluate the effectiveness of the SAC in addressing its mission (see above), (4) recommend further actions regarding the Town's NOI, and (5) recommend an action plan for the SAC for the next fiscal year for approval of the Board.

This charter was approved by the Farragut Board of Mayor and Aldermen on ~~July 9, 2026~~^{April 26, 2018}.



farragut

Stormwater Advisory Committee (SAC)

Charter

Background

The Town of Farragut (Town), along with all other cities in the United States with populations in the 10,000-100,000 range, is required by the U.S. Environmental Protection Agency to participate in Phase II of the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Program. In Tennessee the Phase II NPDES program is administered by the Tennessee Department of Environment and Conservation (TDEC).

The first requirement of the program was that participating municipalities submit a Notice of Intent (NOI) to comply with the provisions of a state-written general permit. That NOI, submitted to TDEC in March 2003, included a plan of action by the Town to develop and implement an ongoing program of storm water management directed at the protection and improvement of water quality of the local water resources. The program is structured to address six specific measures:

1. Public education and outreach on storm water impacts;
2. Public involvement and participation;
3. Illegal discharge detection and elimination, including outfall and storm sewer system mapping;
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Mission

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SAC will perform other activities as specified for SAC action in the Farragut Municipal Code, Subdivision Regulations, and other town ordinances.

Membership

The Stormwater Advisory Committee shall consist of eight (8) voting members appointed by the FBMA, and, if available for appointment, one (1) non-voting youth-member appointed by the majority vote of the committee. Voting members shall be composed of at least one (1) member that is a specialist in hydrology/water quality or aquatic ecology/water quality, at least one (1) member that is a civil or environmental engineer (preferably with a P.E. certification), at least one (1) member that is a practicing landscape architect, nursery professional, horticulturalist, or forester, one (1) member that is a member of the Farragut Municipal Planning Commission, one (1) member that is a member of the FBMA, and the remaining members from the public at large. (If applications for voting membership to the committee do not include these specific specialists, other individuals may be appointed at the discretion of the FBMA, preferably individuals with interest, knowledge, and expertise in stormwater management, environmental issues, or science.)

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This charter was approved by the Farragut Board of Mayor and Aldermen on July 9, 2026.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Hailey Russell, Town Recorder

Subject: Appointment of a Board of Mayor and Aldermen Representative to the Stormwater Advisory Committee

Introduction & Background: The Board of Mayor and Aldermen have on the June 25, 2026 agenda consideration of an amendment to the Charter of the Stormwater Advisory Committee to appoint a Board member as a voting representative. If that amendment is approved, this agenda item would then provide for the official appointment of the Board of Mayor and Aldermen member for the term ending June 30, 2027.

Discussion & Recommendations: Appoint a representative from the Board of Mayor and Aldermen to serve as voting member on the Stormwater Advisory Committee.

Recommended By: Hailey Russell, Town Recorder, David Smoak, Town Administrator for approval.

Proposed Motion: To appoint _____ to serve as the Board of Mayor and Aldermen representative on the Stormwater Advisory Committee