



Farragut Board of Mayor & Aldermen Meeting
Thursday, August 27, 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. August 13, 2026 Minutes
- IV. Mayor's Report
 - A. Committee Reports
 1. Parks and Athletics Council
 2. Board of Zoning Appeals
 3. Farragut Municipal Planning Commission
 - B. Appointment of Vice Mayor
 - C. Mayoral Appointments to the Farragut Municipal Planning Commission
 - D. Appointment of Board of Mayor and Aldermen Representative to the Farragut Municipal Planning Commission
 - E. Appointment of Board of Mayor and Aldermen Representative to the Tourism and Visitor Advisory Committee (TVAC)
- V. Ordinances & Resolutions
 - A. Resolutions
 1. Resolution R-26-15, A Resolution of the Board of Mayor and Aldermen of The

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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

Town of Farragut, Tennessee Adopting Amended Public Participation Guidelines
for Board of Mayor and Aldermen Meetings

VI. Business Items

- A. Approval of Purchase of Portable Stage Unit through Safeware Inc.
- B. Discussion and Approval of North Ward Alderman Appointment Process
- C. Discussion of the Appointment Process for the Comprehensive Land Use Plan (CLUP) Steering 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;
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Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.

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

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



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

Farragut Town Hall
11408 Municipal Center Drive
Thursday, August 13, 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 LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; in addition to staff and members of the press.

II. Approval of Agenda

Motion was made to approve the August 13, 2026, agenda. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

III. Approval of Minutes

A. July 23, 2026, Minutes

Motion was made to approve the July 23, 2026, minutes. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

IV. Mayor's Report

Town Administrator David Smoak presented Mayor Ron Williams, Vice-Mayor Scott Meyer, and Alderman Joe LaCroix with plaques from the Town of Farragut in recognition of their dedicated service, and presented each member of the Board with the current Board of Mayor and Aldermen photograph.

Mayor Williams thanked the team of Grayson Martin, Christy Vining, and Allison Scott for compiling the past 10-year presentation, which he has presented at various venues including the museum, Rotary, NHC, and WFIV, and noted it will soon be available on YouTube.

Alderman LaCroix expressed gratitude to the citizens of Farragut for their support during his ten months of service, to the Board for appointing him, and to Town staff for their dedication and assistance. He congratulated the incoming Mayor and Aldermen and wished them success in their terms.

Vice-Mayor Meyer offered remarks on his eight years of service, highlighting his advocacy on behalf of residents on issues including the Union Road design, the Grigsby Chapel Road traffic study and forthcoming traffic signal at St. John Court, and the successful opposition to a high-density assisted living facility in the Baldwin Park area. He thanked Town Administrator David Smoak, his wife and daughters, and the North Ward residents for the honor of serving them.

Alderman Burnette expressed sincere appreciation to Mayor Williams, Vice-Mayor Meyer, and Alderman LaCroix for their service, acknowledging the significant time and commitment each dedicated to the Town.

Alderman Cain echoed appreciation for Alderman LaCroix's service over the past ten months and for Vice-Mayor Meyer's counsel and partnership over the past two years, and thanked Mayor Williams for his full tenure on the Board. He also recognized Town employees Jennifer Pettyjohn and Elliot Sievers, as well as the Town's Fire Inspector David Cantu, for going above and beyond to assist a local business that experienced an equipment issue and had to temporarily close, noting their efforts exemplify the dedication of the Town's day-to-day staff.

A. Proclamation Honoring the Farragut High School Baseball Team

Alderman Burnette presented the Farragut High School Baseball Team with a Proclamation honoring them for their success and declaring August 13, 2026, as Farragut Admirals Baseball Day in the Town of Farragut.

V. Ordinances & Resolutions

A. Ordinances

1. Second Reading & Public Hearing

- a. Ordinance 26-13, an ordinance on second 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)

Motion was made to approve Ordinance 26-13 on second and final reading. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

- b. Approval of Ordinance 26-16, an Ordinance of the Town of Farragut, Tennessee on Second Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10.

Motion was made to approve Ordinance 26-16 on second and final reading. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay,

None; motion Passed.

B. Resolutions

1. Resolution R-26-13, A Resolution Approving Guidelines for Records Maintenance and Retention Within the Town of Farragut and Superseding Resolution R-26-09

Motion was made to approve Resolution R-26-13, approving guidelines for records maintenance and retention within the Town of Farragut and superseding Resolution R-26-09. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

2. Resolution R-26-14, A Resolution Affirming that the Zoning Ordinance of the Town of Farragut, **Farragut Code of Ordinances**, Appendix A - Zoning, Does Not Permit Data Processing Centers

Alderman LaCroix expressed concern that the original definition of data center was broad enough to inadvertently capture existing businesses operating within the Town that maintain large server rooms or small-scale data processing equipment as part of their normal business operations, and requested the definition be narrowed to include the term "standalone" to clarify that the prohibition applies only to facilities whose principal use and purpose is to house such equipment.

The third "WHEREAS" clause of the resolution was amended to narrow the definition of data center. As amended, the clause reads: "WHEREAS, Data Center, as used herein, means and includes any standalone building, facility, or campus whose principal use and purpose is to house computer systems, cloud computing infrastructure..." with the remainder of the clause unchanged.

Motion was made to approve Resolution R-26-14, as amended, affirming that the Zoning Ordinance of the Town of Farragut does not permit data processing centers. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

VI. Business Items

- A. Approval of contract with LDA Engineering Inc. for the design and engineering of Mayor Bob Leonard Park Pathway.

Motion was made to approve contract number 2027-04 with LDA Engineering Inc. for the design and engineering of Mayor Bob Leonard Park Pathway. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

B. Approval of Contract with Roadway Management Technologies (RMT) for Roadway Condition Assessment and Pavement Management System

Motion was made to approve the contract with Roadway Management Technologies for Roadway Condition Assessment and Pavement Management System. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

C. Approval of Professional Services Agreement with Ardurra Group, Inc. for Design of Grigsby Chapel Rd/St. John Court Intersection Improvements

Motion was made to approve the professional services agreement with Ardurra Group, Inc. for design of intersection improvements at Grigsby Chapel Road and St. John Court. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

D. Approval of Award of Contract 2026-30 for Biddle Farms Washroom Facilities Build to Skilled Services, LLC.

Motion was made to approve award of contract 2026-30 for Biddle Farms Washroom Facilities to Build to Skilled Services, LLC. in the amount of \$408,150. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

E. Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance (dba - Shop Farragut)

Motion was made to approve the Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance . Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Burnette, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

VII. Citizens Forum

Jerry Martin - 11716 N. Monticello
Joey Ruffalo - 11319 Campbell Lakes Drive
Derek Wright - 12104 E Ashton Court
Kimberlie Parks - 10701 Farragut Hills Blvd

VIII. Town Administrator's Report

Town Administrator David Smoak congratulated Administrative Services Director Michelle Pence on receiving her Certified Municipal Finance Officer (CMFO) certification from the Tennessee Comptroller's Office, noting the certification requires a year-long course covering municipal budgeting, internal controls, governmental accounting, fund reporting, cash management, capital asset management, payroll, and purchasing.

He also advised that the Tennessee Department of Agriculture has awarded a grant to the Town, Knox County, and the City of Knoxville to improve water quality in the Turkey Creek Watershed. Beginning the following Monday, work will commence at Founders Park to retrofit a detention pond by replacing approximately 50 feet of corrugated metal pipe and associated inlet structures. The project is expected to take approximately two weeks and will result in lower downstream velocities, improved total suspended solids removal, and E. coli reduction in the North Fork Turkey Creek. He noted that a limited number of library parking spaces will be temporarily unavailable during construction.

IX. Town Attorney's Report

Town Attorney Tom Hale thanked the outgoing Board members for their dedication and service to the Town.

X. Adjournment

The meeting adjourned at 7:36 p.m.

Alex Cain, Mayor

Hailey Russell, Town Recorder

To: Mayor and Board of Aldermen

From: ToF Parks and Athletics Council
Derek Wright, Chair

Date:

Subject: Fiscal Year 2026 Activities for the Parks and Athletics Council

FY26 Committee Activities:

After a crazy Fiscal Year 2025, it was nice to return to normal Parks and Athletics Council Activity.

- The Council was more involved than ever before, participating in several events throughout the year.
 - Party in the Park
 - Several members assisted with activities and games throughout the event
 - Kids Try-Athalon
 - Assisted in handing out medals to the finishers
 - Freaky Friday Fright Nite
 - Manned the Council booth and passed out candy while interacting with the participants
- Several Council members continued efforts on completing the Intercept surveys that carried over from FY25 and saw that to completion with the return of the survey results in early FY26
- The Parade Grand Marshalls were chosen to lead the 2026 Independence Day Parade. To honor Veterans both past and present on our great nation's 250th birthday, a Veterans subcommittee was chosen to recruit as many local Veterans as they could to lead the Parade. "Vets in Vettes" showcased the participating Veterans riding in Corvettes accompanied by a large van full of additional armed service members that were in attendance.
- The Council assisted in another successful Athletic Field Allocation meeting that lasted just over an hour and are positive that this process is becoming more refined each time it is completed. Remember, this used to be a 3-4 hour process.

We are still formulating our goals for FY27. The council will see some new members, and will continue their efforts toward assisting the staff with updating the Master Plan and will also be assisting in the planning of the new 70-acre park property on McFee Rd.

Board of Zoning Appeals Report Information

2025-2026 Fiscal Year (July 2025 through June 2026)

Board of Zoning Appeals Major Roles and Responsibilities:

- Required by State since the Town has adopted a Zoning Ordinance
- Hear appeals related to alleged errors made by an administrative official in carrying out any provision of the Zoning Ordinance
- Hear requests for Zoning Map interpretations
- Hear requests for variances associated with provisions in the Zoning Ordinance, Sign Ordinance, and Sinkhole Ordinance
- Hear requests for Special Exceptions, where provided for in the Zoning Ordinance

Meetings (General Information)

The Board of Zoning Appeals includes five members that are citizens of the Town. The meetings are conducted as needed. There were two meetings during the past fiscal year and those are summarized below.

Meetings (July 2025 – June 2026)

- **February 25, 2026** – Variance was conditionally approved from the minimum lot size in the R-2 Zoning District related to a request to subdivide an existing parcel that was sold at an estate sale as two different lots to two different property owners.
- **June 24, 2026** – Special Exception was conditionally approved to expand an existing nonconforming building at 800 N. Campbell Station Road.

Goals for Coming Year

- Maintain training required by State (Four hours)

Planning Commission Report Information

2025-2026 Fiscal Year (July 2025 through June 2026)

MPC Major Roles and Responsibilities:

- Review and approval of site plans
- Review and approval of subdivision plats
- Review and approval of zoning and future land use map amendments
- Review and approval of text amendments
- Review of planning related documents (land use plans, vision plans, architectural design guidelines, etc.)

Meetings

The Commission includes nine (9) voting members, one (1) non-voting youth representative, and it meets on the third (3rd) Thursday of each month.

The Commission held twelve (12) regular meetings during the fiscal year.

Agenda Items

During the past year the Commission reviewed the following:

Utility Projects (fiber, water, sewer, gas, electric)

- 17 different projects with the most significant one being the First Utility District Turkey Creek Phase 2 sanitary sewer project

Site Plans

- 18 site plans were approved involving a variety of public projects including McFee Dog Park, Red Mill Dam, N. Watt Road roundabout, traffic signal design for Jamestowne Boulevard and N. Campbell Station Road, Virtue Road Phase 2, traffic calming on Union Road and Midhurst Drive, sidewalk from Split Rail to Fox Run greenway along Everett Road, and private projects such as Horizon Plaza Phase 2, Kingston Pike Village Phase 2, 7 Brew, Lakesedge Retail, West End Center Phase 3, Concord Methodist children's wing addition and playground, pavilion at Farragut Christian Church, storefront renovation at Ingles, and right of way modifications on Concord Road for a decel lane to serve a future business

Plats

- 8 plats with 242 new houselots (Biddle Farms townhomes, 317 Everett Road, Grove at Boyd Station Phase 2, Units 1 and 2, Stonemeade, and Bridgemore Phases 3B and 4)

Rezoning

- Three rezoning requests were reviewed

Future Land Use Map (FLUM) Amendments

- One FLUM request was reviewed

Text Amendments

- Sign Ordinance to clarify when signs may be removed
- Update to Driveways and Other Accessways Ordinance
- Updates to the Subdivision Regulations concerning sample letters of credit, the use of alternative street name signs, and context sensitive street cross sections
- Zoning Ordinance amendments concerning building façade requirements in the MUTC, flood map update references, providing for interactive sports analysis services in the Office District, and replacing the R-1-S-A District with the Rural Large Lot Estate District (RLE)
- Updated the Vested Rights in Development Standards to comply with new legislation in TCA
- Amended the Stormwater Ordinance to address detention requirements in the lower portions of major watershed

Goals for Coming Year

- Provide guidance and input on updates to the CLUP
- Assist the staff with work program items that involve Planning Commission input
- Assist the staff in providing guidance on plans, plats, amendments, and other agenda items that may be presented to the Planning Commission

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: David Smoak, Town Administrator

Subject: Appointment of Vice Mayor

Introduction & Background: The purpose of this agenda item is for the Board of Mayor and Aldermen to select an aldermen to serve as vice mayor.

Discussion & Recommendations: Tennessee Code Annotated (TCA) 6-3-107(a) states that "The board shall elect an alderman to the office of vice mayor, who shall serve as mayor when the mayor is absent or unable to discharge the duties of the mayor's office, and, in case of a vacancy in the office of mayor, until the next regular municipal election.

As former Vice Mayor Scott Meyer recently rolled off the BMA, there is need for the Board of Mayor and Aldermen to select a member to serve as Vice Mayor.

Recommended By: David Smoak, Town Administrator for approval.

Proposed Motion: To approve _____ to serve as Vice Mayor on the Town of Farragut Board of Mayor and Aldermen.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: David Smoak, Town Administrator

Subject: Mayoral Appointments to the Farragut Municipal Planning Commission

Introduction & Background: The purpose of this agenda item is for the Mayor to appoint members to the Farragut Municipal Planning Commission (MPC).

Discussion & Recommendations: Tennessee Code Annotated 13-4-101(a)(1) provides the process by which municipal planning commissions are appointed. Specifically the statute states, "The chief legislative body of any municipality...may create and establish a municipal planning commission." It goes on to state, "One (1) of the members shall be the mayor of the municipality or a person designated by the mayor and one (1) of the members shall be a member of the chief legislative body of the municipality selected by that body. All other members shall be appointed by such mayor, except as otherwise provided in subsection (b)."

There are currently three vacancies on the MPC and Mayor Cain will appoint members to serve for one and/or two year terms.

Recommended By: Mayor Alex Cain for approval.

Proposed Motion:

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: David Smoak, Town Administrator

Subject: Appointment of Board of Mayor and Aldermen Representative to the Farragut Municipal Planning Commission

Introduction & Background: The purpose of this agenda item is for the Board of Mayor and Aldermen (BMA) to approve a representative to the Municipal Planning Commission.

Discussion & Recommendations: Tennessee Code Annotated 13-4-101(a)(1) provides the process by which municipal planning commissions are appointed. Specifically the statute states, "The chief legislative body of any municipality...may create and establish a municipal planning commission." It goes on to state, "One (1) of the members shall be the mayor of the municipality or a person designated by the mayor and one (1) of the members shall be a member of the chief legislative body of the municipality selected by that body. All other members shall be appointed by such mayor, except as otherwise provided in subsection (b)."

With the recent election, there is a vacancy for the Board of Mayor and Aldermen member serving on the Municipal Planning Commission (MPC). The Board of Mayor and Aldermen will need to select a member from the chief legislative body to serve on the MPC.

Recommended By: David Smoak, Town Administrator for approval.

Proposed Motion: To approve _____ to serve as the Board of Mayor and Aldermen member to the Farragut Municipal Planning Commission.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: David Smoak, Town Administrator

Subject: Appointment of Board of Mayor and Aldermen Representative to the Tourism and Visitor Advisory Committee (TVAC)

Introduction & Background: The purpose of this agenda item is to approve a representative of the Board of Mayor and Aldermen to serve on the Tourism and Visitor Advisory Committee (TVAC).

Discussion & Recommendations: The TVAC currently has Mayor Cain as the board representative and newly elected Aldermen Joey Ruffalo serves as a citizen member. As there will be two representatives on the Board of Mayor and Aldermen (BMA) under this scenario, the BMA will need to select just one member to serve as the representative to the committee.

Recommended By: David Smoak, Town Administrator for approval.

Proposed Motion: To appoint _____ as the Board of Mayor and Aldermen representative to the Tourism and Visitor Advisory Committee.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Hailey Russell, Town Recorder

Subject: Resolution R-26-15, A Resolution of the Board of Mayor and Aldermen of The Town of Farragut, Tennessee Adopting Amended Public Participation Guidelines for Board of Mayor and Aldermen Meetings

Introduction & Background: This item is being brought forward at the request of Mayor Cain to amend the Town's Public Participation Guidelines

Discussion & Recommendations: The amendment moves the Citizen Forum agenda item from the end of each business meeting to the beginning of the meeting immediately follow the Mayor's report. No other changes are proposed.

Recommended By: Hailey Russell, Town Recorder for approval.

Proposed Motion: Adopt Resolution R-26-15, amending the Public Participation Guidelines for the Farragut Board of Mayor and Aldermen Meetings



RESOLUTION NO. R-26-15

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, ADOPTING AMENDED PUBLIC PARTICIPATION GUIDELINES FOR BOARD OF MAYOR AND ALDERMEN MEETINGS

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut (“Board”) desires to provide members of the public a meaningful and orderly opportunity to address the Board during regular Board of Mayor and Aldermen meetings; and

WHEREAS, the Board has previously adopted Public Participation Guidelines governing the manner in which, and the time allotted during which, members of the public may address the Board during the Citizen Forum portion of the meeting and during regular agenda items; and

WHEREAS, the Board desires to move the Citizen Forum agenda item from the end of each business meeting to the beginning of each business meeting, to be taken up immediately following the Mayor's report, so that public comment is heard earlier in the proceedings; and

WHEREAS, the Board finds that the Public Participation Guidelines, as amended and attached hereto as Exhibit A and incorporated herein by reference, will continue to ensure fair and orderly public participation in the business of the Town of Farragut;

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

SECTION 1. The Public Participation Guidelines for Farragut Board of Mayor and Aldermen Meetings, attached hereto as Exhibit A and incorporated herein by reference, are hereby adopted and shall govern public comment at all Board of Mayor and Aldermen meetings.

SECTION 2. The Citizen Forum agenda item is hereby moved from the end of each business meeting to the beginning of each business meeting, immediately following the Mayor's report, superseding any prior agenda placement.

SECTION 3. This Resolution shall take effect immediately upon its adoption, the welfare of the citizens of Farragut requiring it.

ADOPTED this ____ day of _____, 2026.

Alexander Cain, Mayor

Hailey Russell, Town Recorder

EXHIBIT A

Public Participation Guidelines for Farragut Board of Mayor and Aldermen Meetings

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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:

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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.
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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.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Ronald Oestreich, Parks & Recreation Director

Subject: Approval of Purchase of Portable Stage Unit through Safeware Inc.

Introduction & Background: The Portable Stage Unit, has been a delayed purchase for the Tourism Department based on unforeseen cost increases. Staff has procured favorable government pricing, prompting this recommended purchase.

Discussion & Recommendations: Initially, the FY26 Budget for the Tourism Major Equipment Account included the purchase of a portable stage unit. Unfortunately, the budgeted cost projection was well under the updated actual cost quotes based on unforeseen increases (tariffs and cost of steel). In response, the Tourism Team delayed the purchase to FY27, adding an additional \$110,000 to cover the higher projected costs.

The portable stage offers a flexible and convenient solution for our events at McGill Plaza, Biddle Farms Green Space, and potentially the Great Lawn at McFee Park. The model we have specified is transported to locations via pick up truck and completely set up in less than 1 hour.

The Town's Grant and Procurement Accountant, Candace Whitt, contacted her source at Safeware. Safeware partners with government purchasing partners (SWC [Tennessee -State Wide Contracts], Omnia, Sourcewell, etc.) to legally obtain the best pricing on a wide variety of products and services for governmental agencies. Stageline, the manufacturer of our specified stage unit, is a participant in this program and provided a highly competitive quote of \$162,535.30 through SWC for their SL75 Model. With the FY27 budget at \$230,000, this quote is a savings of \$67,465.

Staff recommends approval of contract Z-TENNESSEE SWC 564 #65243 for the purchase of the portable stage unit through Safeware Inc. for \$162,535.30.

Account Number: 122-47210-59001

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$230,000	\$162,535.30	\$0	\$67,464.70

Approved By: Tessa Cortes

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

Proposed Motion: Approval of contract Z-TENNESSEE SWC 564 #65243 for the purchase of the portable

stage unit through Safeware Inc. for \$162,535.30.



QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10302082	
Order Date	Page
07/27/2026 11:11:58	1 of 2

Quote Expires On: 09/01/2026

Contract No: Z-TENNESSEE SWC 564 #65243

Bill To: **Customer ID:** 164949
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Ship To:
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

865-966-7057

Requested By: Candace Whitt

<i>PO Number</i>	<i>Taker</i>	<i>Email</i>
Stageline	Jerney Graham	jgraham@safewareinc.com
<i>Freight Terms</i>	<i>Phone</i>	<i>Fax</i>
Freight Paid		
<i>Sales Representative</i>		
Jerney Graham		

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
1.00	0.00	1.00	EA		SMS SL 75 FARRAGUT	EA	162,535.30	162,535.30
				1.0	Stageline SL75 Mobile Stage		1.0	
					Floor size: 20'x16' Trailer Weight: 6,725lb Wind Resistance: 115 MPH			
1.00	0.00	1.00	EA		J_GRAHAM	EA	0.00	0.00
				1.0	For questions concerning this proposal		1.0	
					Please contact your local Safeware Territory Manager:			
					Jeremy Graham			
					Inside Sales Manager			
					Cell: 615-864-2374			
					Office: 301-683-1234			
					Email: jgraham@safewareinc.com			



QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10302082	
Order Date	Page
07/27/2026 11:11:58	2 of 2

Quote Expires On: 09/01/2026

Contract No: Z-TENNESSEE SWC 564 #65243

Quantities					Item ID	Pricing		
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Unit Price	Extended Price
						Unit Size		

Ask me about the leasing and financing options that Safeware offers!

Sales Representative : jgraham@safewareinc.com

Total Lines: 2

SUB-TOTAL: 162,535.30

TAX: 0.00

AMOUNT DUE: 162,535.30

U.S. Dollars

Scope

This quote is issued under State of Tennessee SWC 564. Pricing and terms include the following: stage, options, services, freight, and transportation.

Terms and Conditions

This quote is subject to the Town of Farragut General Terms and Conditions (Rev. 7/26/2024), attached and incorporated by reference.

Insurance

Vendor maintains insurance meeting Town minimums throughout services, including transportation and on-site work.

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Safeware Inc.
4403 Forbes Blvd
Lanham, MD 20706

By: _____

By: Jeannette Roscoe

Printed
Name: _____

Printed
Name: Jeannette Roscoe

Title: _____

Title: Assistant Secretary

Date: _____

Date: 8/7/2026

Stageline SL75 Mobile Stage

Floor Size: 20' x 16'
Wind Resistance: 115 mph without windwalls
Trailer Weight: 6,725 lb



STANDARD EQUIPMENT *

ROOF STRUCTURE AND RIGGING

1 built-in truss / aluminum 2" diameter tube trussing
6 movable rigging points
3 rigging bars / 10'
2 aluminum side overhang rigging beams 2'
4 aluminum corner posts
Fiberglass roof molded and bonded to aluminum structure - black roof
Total roof load capacity:
Rigging load capacity tested at twice the working load
Steel mast

Compatible with industry clamps
Capacity: 250 lb / each
Capacity: 25 lb / ft
Capacity: 750 lb / each

21' 6" x 16' 11"
4,250 lb

HYDRAULICS

High power integrated hydraulic system
8 gas spring cylinders
Gas engine

Hydraulic system to raise & lower roof
Safe release of hinged roof & deck panels

STAGE

Non-slip plywood - black / quick Levelling legs
Multifunctional extruded aluminum deck frame
11 guardrails / aluminum (3 sides)
Support brackets for Stageline platforms
Aluminum stairway - 6 steps - adjustable - 35" wide - with handrails
8 rubber pads
Spare kit

20' x 16'
To install decks, skirts, guardrails & staircases
11 x 3' 8"

Improves friction coefficient

TRAILER

Drawbar with ball coupler
2 leaf spring axles
4 tires
Electric brakes on all wheels
Emergency breakaway system
Storage compartment
Storage bumper
10 Equipment tie-downs
Storage weight capacity
Storage space capacity
Rear trailer panel

2" 5/16
Capacity: 12,000 lb

DOT requirement

Protects mast

5,000 lb
15' 8" x 6' 2" x 6' 8" = 652 ft³
Integrated door storage system

STANDARDS & CERTIFICATIONS

Applicable regulations
Vertical load
Wind resistance

IBC 2015, SAE, DOT, NFPA & CWB
Floor: 150 psf (7.18 KPa) / roof: 20 psf (1 KPa)
115 mph without windwalls
77 mph with windwalls

DOCUMENTS

Certificate stamped by professional engineers
All technical documents supplied
24/7 service support +1(800) 267-8243

27-Jul-26

SAFEWARE for Town of Farragut, TN

REV. 0

OPTIONS AND ACCESSORIES

A WINDWALLS & SKIRTS		VINYL/S CRIM	
a1	Upstage fire retardant backdrop (aluminum keder track system) - black	Vinyl	
a2	Side fire retardant windwalls (aluminum keder track system) - 16' - doors upstage and downstage - black - set of 2		
a3	Side fire retardant windwalls (aluminum keder track system) - 8' - includes door - black - set of 2	Vinyl	
a4	Skirting - 38' x 3' 2" - black	Vinyl	
a5	Skirt extensions - 8' x 3' 2" - (Set of 2)		
* other skirt lengths available on request			
* for options a1 to a4, select fabric - also available in grey (fabrication delay)			
B SOUND WINGS			
b1	Extension platforms & accessories - 4' x 8' - (sugg'd qty: 4)		
b2	Guardrails / aluminum - 3' 8" - (sugg'd qty: 4)		
C BANNER SUPPORTS			
c1	Rooftop banner kit - 21' 10" x 2'		
c2	Lateral banner supports - 3' x 12' 4"		
c3	2 lateral lightening bars / stage level		
c4	Upstage banner support		
D HYDRAULICS			
d1	4 Hydraulic stabilizers		
d3	Cut-off switch and hydraulic quick connection system		
d4	Electric motor, 1 hp, 110 V, hydraulic connections and pump for dual power (steel storage compartment included)		
d5	Remote control for column (gas engine only)		
* Possible fabrication delay			
E ACCESSORIES			
e1	Aluminum stairway - 6 steps - adjustable - 35" wide - with handrails		
e2	Loading ramp / aluminum - 3' x 12'		
e3	Extension platforms & accessories - 4' x 8'		
e4	ADA lift - up to 5' - 600 lb max load - portable - access from all sides		
e5	Extension platforms & accessories - 4' x 4'		
e6	Guardrails / aluminum - 3' 8"		
e7	2 FOH pipes - capacity: 125 lb / each		
e8	Rear trailer panel - 3 sections - access door		
e9	Spare wheel and storage rack		
e10	Skids/skis		
e11	Additional spares kit		
e12	Dolly leg		
e13	Heated pads - 2' x 2' - winter conditions on hard standing - (8 required)		
e14	Spiked pads - 2' x 2' - winter conditions on grass (e15 required) - (8 required)		
e15	Storage container for heated pads		
e16	Aluminum mags - 16" x 6" 8/6.5 bolt pattern		
e17	Storage compartment / aluminum checker plate - 14" x 16" x 36" - not available if e10 selected		
* Possible fabrication delay			
G TRAILER GRAPHICS			
g1	Logo only		
g2	Full graphic trailer wrap - (2 x (16' 6" x 6' 6") - 2 x (5' 11" x 6' 5"))		
Customized scrim banners* - printed graphics - 4 color process			
g3	Roof banner - 25' 6" x 1' 10"		
g4	Lateral banners - 3' 1" x 12' 1" (Set of 2)		
*available in vinyl - prices vary			

SERVICES

Price (USD) Quantity

m1	Shrink-wrapping
m2	Transport to Farragut, TN
m2a	Transport to Champlain, NY
m3a	Training course - 3 day comprehensive for up to 4 technicians
m4	Trainer expenses - to, in & from training site

*Quote valid for 10 business days

*Prices & Specifications subject to change without notice

Stageline SL75 Mobile Stage - Sales Quote 2026



Costs related to Transportation, Training and Trainer Expenses (travel, accommodation and per diem) not included.
 EXW: L'Assomption, Quebec, Canada

Stageline Mobile Stage Inc.
 700 Marsolais Street, L'Assomption, Quebec, Canada J5W 2G9

Tel.: (450) 589-1063, Fax: (450) 589-1711
 www.stageline.com

Town of Farragut

General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

- a. the American with Disabilities Act,
- b. the Immigration Reform and Control Act of 1986,
- c. the Drug Free Workplace Act of 1988.
- d. Executive Order 11246; "Equal Employment Opportunity."
- e. Copeland "Anti-Kickback" Act
- f. Title VI of the Civil Rights Act of 1964

END OF THIS SECTION

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: David Smoak, Town Administrator

Subject: Discussion and Approval of North Ward Alderman Appointment Process

Introduction & Background:

The purpose of this agenda item is for the Board of Mayor and Aldermen to discuss and approve the appointment process for filling the North Ward Alderman vacancy that will be created when North Ward Alderman Alex Cain is sworn in on August 27, 2026 as the Mayor of the Town of Farragut.

On August 28, 2026, town staff proposes publishing the application process for the vacant seat on the Town of Farragut website, followed by publication in the *Farragut Press* on September 3, 2025. Applications are due by 12:00 p.m. EST on September 18, 2026.

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

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

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

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

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

Discussion & Recommendations:

The voting process to appoint the next North Ward Alderman is determined by the Board of Mayor and Aldermen. The key provisions that are required to occur per the Town Charter are that the vote shall be taken by roll call voice vote, and in the event of a tie vote, the Mayor shall vote a second time to break the tie.

Staff has outlined the following selection process, which has been used in previous Aldermen vacancies, for the Board's consideration to utilize for the appointment of the North Ward Alderman.

Selection Process

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

- The Mayor will open the floor for nominations by the Board of Mayor and Aldermen. Each elected official may nominate one person or concur with a nomination that has already been made.
- Once nominations are complete, the first nominee will be voted on by the Board of Mayor and Aldermen (BMA).
- If the vote on the first nominee is a tie, the Mayor then casts a second vote to break the tie, either for or against the nominee.
- If the nominee does not receive a majority of votes, the second nominee will be voted on in the same way as the first nominee, and so forth.
- Voting will continue until one (1) applicant receives a majority vote (3 votes).
- The successful applicant will be appointed as North Ward Alderman until the next municipal election in August 2028.

The Board of Mayor and Aldermen will appoint the new North Ward Alderman pursuant to the process stated above at its meeting on October 8, 2026. The swearing in ceremony for the new North Ward Alderman would be on October 22, 2026.

Recommended By:

David Smoak, Town Administrator for approval.

Proposed Motion:

To approve an appointment process, consistent with the Town of Farragut's Charter, to fill the vacant North Ward Alderman position.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: David Smoak, Town Administrator

Subject: Discussion of the Appointment Process for the Comprehensive Land Use Plan (CLUP) Steering Committee

Introduction & Background:

The Town of Farragut is beginning the process of updating its Comprehensive Land Use Plan, which serves as the community's vision for its remaining undeveloped land, redevelopment opportunities, and transportation infrastructure. The Town has retained TSW as its planning consultant to lead this update.

To support this effort, staff proposes forming a Steering Committee that will work alongside Town staff and TSW throughout the planning process. The Steering Committee's role will be to:

- Evaluate information developed during the planning process;
- Provide input and insight to help guide what is ultimately presented to the broader community for feedback, through both surveys and public meetings; and
- Review and evaluate the community's feedback gathered through that engagement, and provide recommendations to staff and the consultant based on that feedback.

Because the Comprehensive Land Use Plan will guide land use, redevelopment, and transportation decisions Town-wide for years to come, the composition of the Steering Committee is an important consideration.

Discussion & Recommendations:

Staff recommends that the Steering Committee be composed of nine members, structured to include one representative from each of the Town's land-use-related boards, along with a majority of citizen members:

- One representative from the Municipal Planning Commission (MPC)
- One representative from the Board of Zoning Appeals (BZA)
- One representative from the Visual Resources Review Board (VRRB)
- One representative from the Parks and Recreation Board
- Five citizen members

This structure is intended to balance two objectives. Representation from the MPC, BZA, VRRB, and Parks and Recreation Board ensures the Committee includes members who are already familiar with the Town's planning, zoning, design-review, and parks and greenways considerations, providing continuity with these existing bodies and directly

connecting the Land Use Plan update to their ongoing work. The five citizen members, a majority of the Committee, ensure the process remains broadly representative of the community whose input the plan is ultimately meant to reflect, rather than being weighted solely toward existing Town boards.

Should the Board concur with this proposed composition, staff requests direction on the following implementation items:

1. Confirmation of the nine-member composition described above (one MPC representative, one BZA representative, one VRRB representative, one Parks and Recreation Board representative, and five citizen members).
2. The preferred method for identifying the board representatives (e.g., referral by each board's chair or self-nomination by board members).
3. The preferred process for soliciting and selecting the five citizen members (e.g., an open application period followed by Board appointment).
4. Selection of the committee to be at the October 22, 2026 Board of Mayor and Aldermen meeting.

Recommended By:

David Smoak, Town Administrator for approval.

Proposed Motion:

Approve a nine-member Steering Committee for the Comprehensive Land Use Plan update, composed of one representative each from the MPC, BZA, VRRB, and Parks and Recreation Board, plus five citizen members, and to direct staff to open the application process.