



AGENDA

CITY COMMISSION MEETING
MONDAY, MARCH 23, 2026 AT 5:30 PM
CITY HALL, PIGEON FORGE, TENNESSEE

Pledge

1. Call to Order - Roll Call
2. Approval of Minutes
3. Public Comments from Citizens
4. Bill Authorization

Old Business

New Business

5. Discussion and consideration of an agreement with Gresham Smith for engineering services for the LeConte Center municipal parking lot ingress and egress. - Jason Brady
6. Discussion and consideration for approval to use Citadel Construction for the new storage building for equipment used in the collection system rehabilitation program and wastewater treatment plant. - Martin Cross
7. Discussion of change order 1,2 & 3 from Garney Construction for the Douglas Lake In -take Project — Cory Newman
8. Discussion and consideration for approval to purchase G5 Vorp Energy MDT Solar Surveillance with 1600W Solar Array for the IT Department from Insight Public Sector. — Rob Ogle
9. Discussion and consideration for approval of the Tennessee's American 250 Grant to be used for the Patriot Banners Project. - Marcia Nelson
10. Discussion and consideration for approval to use Proshot Concrete for pipe liner installation. — Duane Rainbolt
11. Discussion and consideration for approval to accept the FY 2023 & 2025 5339 Grant allocations for the Pigeon Forge Mass Transit. — Lynn Wilhoite
12. Discussion and consideration for approval of the amended agreement of the artist contract for July 3rd Patriot Fest. — Daniel Barnhart

13. Discussion and consideration for approval of the amended agreement of the artist contract for July 4th Patriot Fest. — Daniel Barnhart
14. Discussion and consideration for approval to purchase Self-Contained Breathing Apparatus packs, 45 Min Air Bottles, Mask, Voice Amplifiers, Rit Pak III from MES in the amount of \$62,477.00 using the Source Well Contract RFP# 011824. — Josh Carr
15. Discussion and consideration for approval to apply for the OJP Patrick Leahy Bulletproof Vest Partnership (BVP) — Richie Catlett
16. Discussion and consideration for approval to accept the Tennessee Department of Environment and Conservation and the State Water Infrastructure Grant application 2026-13816 for Lead Service Line Inventory, a grant totaling \$381,300 with a City match of 20% (\$76,260). — Brad Brummett
17. Discussion and consideration for approval of the East Tennessee Development District FY 2027 planning advisory services contract — David Taylor
18. Discussion and consideration for approval to apply for the Hazard Mitigation Grant for video feed and installation at the LeContte Event Center — Steve Williams
19. Discussion and consideration for approval of the AIA B105-2017 Agreement with KMA Design for full design services on the Pigeon Forge City-wide Municipal Signage and Wayfinding Program. - David Wear

Administrative Report

Commissioner's Report

Adjournment

David W. Wear, City Manager

c: Board of Commissioners
Nathan Rowell, City Attorney
The Mountain Press,
The Knoxville News Sentinel, Sevier News Messenger,
WSEV, WIVK

**MINUTES OF
CITY COMMISSION MEETING
MONDAY, MARCH 9, 2026, 5:30 P.M.
CITY HALL, PIGEON FORGE, TENNESSEE**

Mayor McClure called the meeting to order with the following in attendance: Vice Mayor Ogle, Commissioner Adams, Commissioner Watts, Commissioner Whaley, City Manager Wear, Assistant City Manager Brackins, City Recorder Clabo, and interested citizens.

Mayor McClure opened the meeting and Vice Mayor Ogle led in the pledge of allegiance.

PUBLIC HEARING 1

A public hearing to receive comment regarding adopting a plan of services for the Abbott property located at 2215 Henderson Springs Road (tax map 082. Parcel 121.00).

There being no comments received, the public hearing was closed.

PUBLIC HEARING 2

A public hearing to receive comment regarding annexing certain property into the City of Pigeon Forge, Tennessee, located on 2215 Henderson Springs Road at tax map 082, parcel 121 and owned by Rodney Matthew Abbott and wife Anna Lori Abbott.

There being no comments received, the public hearing was closed.

REGULAR MEETING

The minutes were unanimously approved following motion by Commissioner Watts and second to motion by Commissioner Whaley.

Mayor McClure asked if there were any comments from citizens.

No comments were received.

The authorization for the payment of bills was presented for approval. On a motion by Commissioner Whaley, second by Vice Mayor Ogle, it was unanimously approved to accept the bills as presented.

Old Business

Ordinance No. 2026-1191 to adopt portions of a revised employee handbook was presented on the second reading. Human Resources Director Sutton presented. On a

motion by Commissioner Adams, second by Vice Mayor Ogle, and with all voting “aye” the motion was approved on the second reading.

New Business

Resolution No. 2026-966 to authorize the issuance of not to exceed \$45,000,000 general obligation bonds, series 2026 was presented for approval. Chris Bessler with Cumberland Securities presented. On a motion by Vice Mayor Ogle, second by Commissioner Watts, and with all voting “aye” the motion was unanimously approved.

Resolution No. 2026-967 to authorize the issuance of general obligation bonds of the City of Pigeon Forge, in the aggregate principal amount of not to exceed \$45,000,000, in one or more series was presented for approval. Chris Bessler with Cumberland Securities presented. On a motion by Commissioner Whaley, second by Commissioner Watts, and with all voting “aye” the motion was unanimously approved.

Resolution No. 2026-968 to adopt a plan of service for the Abbott property located at 2215 Henderson Springs Road (tax map 082, parcel 121.00) was presented for approval. Community Development Director Taylor presented. On a motion by Commissioner Whaley, second by Commissioner Adams, and with all voting “aye” the motion was unanimously approved.

Resolution No. 2026-969 to annex certain property into the City of Pigeon Forge, Tennessee, located on 2215 Henderson Springs Road at tax map 082, parcel 121 and owned by Rodney Matthew Abbott and wife Anna Lori Abbott was presented for approval. Community Development Director Taylor presented. On a motion by Commissioner Whaley, second by Vice Mayor Ogle, and with all voting “aye” the motion was unanimously approved.

Discussion and consideration for approval of the guaranteed maximum price from Citadel Construction for the construction of the expansion of the LeConte Center was presented for approval. Mike Smelcer with SRA presented and recommended the contract in the amount of \$31,365,674.33. On a motion by Commissioner Watts, second by Commissioner Adams, it was unanimously approved to accept the contract as presented.

Discussion and consideration for approval to use Stansell Electric Company for the 2026 traffic signal upgrades with the low bid of \$1,148,760 was presented for approval. Public Works Director Miller presented. On a motion by Vice Mayor Ogle, second by Commissioner Whaley, it was unanimously approved to accept the purchase as presented.

Discussion and consideration to purchase the networking equipment and camera devices for the new police department building, in the amount of \$359,768.25 from Insight utilizing the Omnia Partners IT Products and Services contract was presented for approval. IT Director Ogle presented. On a motion by Commissioner Watts, second by Commissioner Whaley, it was unanimously approved to accept the purchase as presented.

Discussion and consideration for approval to apply for the United States Department of the Interior – Office of Wildland Fire, slip on tanker grant was presented for approval. Grant Administrator Williams presented. It was noted that this grant would be up to \$249,000 with no local match. On a motion by Commissioner Adams, second by Vice Mayor Ogle, it was unanimously approved to apply for the grant as presented.

Discussion and consideration for approval to purchase lighting for two of the new vehicles that are on order from Truckers Lighthouse in the amount of \$37,227.74 under the same state contract number RFQ-S #30002222 was presented for approval. Fire Chief Carr presented. On a motion by Commissioner Whaley, second by Commissioner Watts, it was unanimously approved to accept the request as presented.

Manager's report included the following:

1. There was nothing new to report.

Mayor McClure asked for comments from the board.

Having no comments received, the meeting was duly adjourned at 5:50 p.m.

APPROVED: _____
MAYOR

ATTEST: _____
CITY RECORDER



City of Pigeon Forge

Receipt Register - Abridged

POPKT06014 - 2026 3-24 CC

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>16720 - Ace Mitchell Bowlers Mart</u>						1,874.16
2605115	700303416	General Fund	03/24/2026	Pro Shop Supplies	110-44410-329 - Community Center - Other Operating Supplies	6.50
	700305197	General Fund	03/24/2026	Pro Shop Supplies	110-44410-329 - Community Center - Other Operating Supplies	559.65
2605370	700305163	General Fund	03/24/2026	Pro Shop Items for Resale	110-44410-350 - Community Center - Items For Resale	143.58
2605695	700307308	General Fund	03/24/2026	Bowling Pro Shop iteams for resale	110-44410-350 - Community Center - Items For Resale	1,164.43
<u>20429 - Ace Outdoors Inc</u>						2,727.69
2605458	000282	General Fund	03/24/2026	Replacement Trees & Shrubs Parkway & Transit	110-44710-265 - Parks Maintenance - Maint. - Grounds	2,127.93
2605790	000284	General Fund	03/24/2026	Hollies for WFP	110-44710-265 - Parks Maintenance - Maint. - Grounds	599.76
<u>21056 - Adams and Sons Inc</u>						33,661.35
2606136	Cain Hollow sewer impr	Water/Sewer	03/24/2026	Cain Hollow sewer improvements pay app 8	413-52317-973 - Admin. & General - Sewer Line Improvements	33,661.35
<u>00622 - Advance Auto Parts</u>						385.00
2605287	4314	General Fund	03/24/2026	DEF FOR STOCK	110-14130 - Inventory Of Material	96.40
2605312	4321	General Fund	03/24/2026	STABERLIZER KIT 600 TOURSIM	110-14130 - Inventory Of Material	20.62
2605516	4462	General Fund	03/24/2026	CR 2032 Batteries for stock 6 pk	110-14130 - Inventory Of Material	13.51
2605632	4584	General Fund	03/24/2026	COIL PLUGS SENSOR 758PD	110-14130 - Inventory Of Material	242.57
2605737	4682	General Fund	03/24/2026	OIL FILTER 620 PARK & REC	110-14130 - Inventory Of Material	11.90
<u>00855 - Airgas Usa, LLC</u>						776.54
2605475	5522638874	General Fund	03/24/2026	Cylinder Lease Renewal for C02 for Pools	110-44410-322 - Community Center - Chemical	187.50
2605569	9169521540	General Fund	03/24/2026	C02 for Pools	110-44410-322 - Community Center - Chemical	589.04
<u>01150 - Amazon Capital Services Inc</u>						3,778.17
2604923	1DHC-HN9G-1N4M	General Fund	03/24/2026	Band Saw, Band Saw Blades, Bits, & Blades	110-41840-345 - Bldg. Maintenance - Machinery	205.79
2604925	1FKC-7L4P-VGTY	General Fund	03/24/2026	CD Player for Group Fitness	110-44410-325 - Community Center - Recreation Supplies	64.99
2605565	1MV6-QY9D-P19P	General Fund	03/24/2026	Replacement of Misc. Items	110-44410-312 - Community Center - Office Equipment	216.64
2605684	1KGK-MNQC-6JQL	General Fund	03/24/2026	Books, office supplies	110-44810-222 - Library - Books	24.68
2605813	163T-963H-496F	General Fund	03/24/2026	Stormwater assistant Office supplies	110-47212-312 - Community Development - Office Equipment	267.23
2605840	179H-LRHJ-6LK1-1	General Fund	03/24/2026	Group Fitness Equipment	110-44410-325 - Community Center - Recreation Supplies	359.97
2605845	1F61-TJNT-33NV	General Fund	03/24/2026	OFFICE SUPPLIES	110-47210-310 - Tourism - Office Supplies	66.12
2605855	1CMM-PJ34-M4C7	General Fund	03/24/2026	Shower Equipment for new Station	110-42200-329 - Fire - Other Operating Supplies	175.86
2605908	1137-99JP-3T6H	Water/Sewer	03/24/2026	Safety Goggles	413-52113-326 - Water Plant - Clothing And Uniforms	51.66
2605938	1TWX-LF4D-7MGX	General Fund	03/24/2026	Front half Roof Medic 12	110-14130 - Inventory Of Material	369.99
2605948	1LQX-XKJ4-3YYQ	Water/Sewer	03/24/2026	1" 3 ring binders 6 pk	413-52113-310 - Water Plant - Office Supplies	26.99
2605983	19QF-3JHK-3P9Y	General Fund	03/24/2026	Wall Hydrant Repair Kit-Special Events	110-41840-266 - Bldg. Maintenance - Maint. - Buildings	36.09

Receipt Register - Abridged
POPKT06014 - 2026 3-24 CC

						Vendor Amount
Vendor	Purchase Order	Invoice	Bank Code	Post Date	Description:	Item Amount
<u>01150 - Amazon Capital Services Inc</u>						3,778.17
2605985	1V31-YMNJ-7DK6	General Fund	03/24/2026	FRIXION REFILLS RED/BLUE, EASEL	110-41500-310 - City Admin./Finance - Office Supplies	39.90
				FRIXION REFILLS RED/BLUE, EASEL	110-41500-312 - City Admin./Finance - Office Equipment	36.85
2606046	1R96-4K1L-664Y	General Fund	03/24/2026	Exhaust Fans for Maintenance Bldg	110-41840-266 - Bldg. Maintenance - Maint. - Buildings	41.26
2606060	1XLL-7DRJ-HD6H	General Fund	03/24/2026	desk chair for Jerry Hanson	110-42400-312 - Public Works - Office Equipment	229.98
2606091	1FD4-V3TC-6KWV	Water/Sewer	03/24/2026	1/2" 3 ring binders	413-52113-310 - Water Plant - Office Supplies	34.99
2606105	1XLL-7DRJ-HGR3	General Fund	03/24/2026	Degreaser - City Wide / Bulbs - Library	110-41840-266 - Bldg. Maintenance - Maint. - Buildings	79.96
2606157	137C-HJKN-J6M7	LeConte Center	03/24/2026	Cardstock paper for door signs	435-47215-310 - LeConte Center - Office Supplies	123.70
2606170	1GX1-FXR1-9LLL	Water/Sewer	03/24/2026	6 Pcs drill bit set	413-52113-345 - Water Plant - Machinery	14.39
2606187	1FF1-H3NJ-RTY4	General Fund	03/24/2026	Budget Supplies, Post It Notes, Labels	110-41500-310 - City Admin./Finance - Office Supplies	366.85
2606188	17WQ-GPFL-DPP4	LeConte Center	03/24/2026	Replacement plug for scissor lift charging case	435-47215-329 - LeConte Center - Other Operating Supplies	32.97
2606189	1XLL-7DRJ-RGH3	General Fund	03/24/2026	Office Supplies	110-44410-310 - Community Center - Office Supplies	49.98
2606196	1G6D-C1GV-N3Q9	General Fund	03/24/2026	Floor Tape for Special Events (Health Fair)	110-44410-325 - Community Center - Recreation Supplies	661.08
2606202	1CGR-1JRG-7V6V	General Fund	03/24/2026	Office Supplies	110-43500-310 - Mass Transit - Office Supplies	51.94
				Office Supplies	110-43500-312 - Mass Transit - Office Equipment	101.79
				Office Supplies	110-43500-345 - Mass Transit - Machinery	19.98
2606343	1GCR-V4FR-GD9Q	General Fund	03/24/2026	Acrylic Sign Holders	435-47215-329 - LeConte Center - Other Operating Supplies	26.54
<u>18074 - American Techlabs LLC</u>						970.50
2606018	AT-1637	General Fund	03/24/2026	FUEL ADDITIVE	110-14130 - Inventory Of Material	970.50
<u>21645 - Andrea Towne</u>						195.00
2606286	INV0050960	LeConte Center	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services	195.00
<u>01300 - Andrew Galtieri</u>						3,591.50
2606081	281	LeConte Center	03/24/2026	Labor setting/clearing chairs for SMJ & Winterfest	435-47215-200 - LeConte Center - Contractual Services	3,591.50
<u>01295 - Arista Information Systems Inc</u>						6,177.11
2606122	INV-AIS-0013679 W/S	Water/Sewer	03/24/2026	February 2026 Services Ut/Adm	413-52316-269 - Utility Accounting - Maint. - Other	4,007.14
2606128	INV-AIS-0013679	General Fund	03/24/2026	"Actual" January 2026 Services City Hall Adm	110-41500-269 - City Admin./Finance - Maint. - Other	2,169.97
<u>01268 - Atchley Funeral Home</u>						75.00
2606056	In Lieu of Flowers Pearl	General Fund	03/24/2026	In Lieu of Flowers Pearl D Bracknell-Kenneth-Fleet	110-41990-490 - Other General Govt. - Other Materials	75.00
<u>21757 - Bakers Waste Management LLC</u>						23,254.00
2605491	NC140253	Sanitation	03/24/2026	dumpsters for resale	123-43230-350 - Sanitation - Items For Resale	11,627.00
	NC140294	Sanitation	03/24/2026	dumpsters for resale	123-43230-350 - Sanitation - Items For Resale	11,627.00
<u>20980 - Barbara ZengKwasny</u>						180.00
2606279	Usher / ticket checker for	LeConte Center	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services	180.00
<u>17438 - Bart Saucier</u>						1,200.00
2606412	Chuckwagon Cookoff 2	General Fund	03/24/2026	Bart Saucier - CWC 2026	110-47211-239 - Special Events - Other Publicity	400.00

Receipt Register - Abridged
POPKT06014 - 2026 3-24 CC

						Vendor Amount
Vendor	Purchase Order	Invoice	Bank Code	Post Date	Description:	Item Amount
<u>17438 - Bart Saucier</u>						1,200.00
2606412		Chuckwagon Cookoff 2	General Fund	03/24/2026	Bart Saucier - CWC 2026	110-47211-239 - Special Events - Other Publicity 200.00
		Chuckwagon Cookoff 2i	General Fund	03/24/2026	Bart Saucier - CWC 2026	110-47211-239 - Special Events - Other Publicity 100.00
		Chuckwagon Cookoff 2C	General Fund	03/24/2026	Bart Saucier - CWC 2026	110-47211-239 - Special Events - Other Publicity 500.00
<u>01383 - Bass, Berry & Sims</u>						5,944.00
2606319		1005901	General Fund	03/24/2026	Legal Services Trademark Renewals Through 2-28-26	110-41990-252 - Other General Govt. - Legal Services 5,944.00
<u>20109 - Benita Coffey</u>						1,950.00
2606390		Chuckwagon Cookoff ;	General Fund	03/24/2026	Benita Coffey- Wagon Winner CWC 2026	110-47211-239 - Special Events - Other Publicity 400.00
		Chuckwagon Cookoff ;	General Fund	03/24/2026	Benita Coffey- Wagon Winner CWC 2026	110-47211-239 - Special Events - Other Publicity 300.00
		Chuckwagon Cookoff 2	General Fund	03/24/2026	Benita Coffey- Wagon Winner CWC 2026	110-47211-239 - Special Events - Other Publicity 200.00
		Chuckwagon Cookoff 2i	General Fund	03/24/2026	Benita Coffey- Wagon Winner CWC 2026	110-47211-239 - Special Events - Other Publicity 300.00
		Chuckwagon Cookoff 2C	General Fund	03/20/2026	Benita Coffey- Wagon Winner CWC 2026	110-47211-239 - Special Events - Other Publicity 750.00
<u>02289 - Bullfish Of Pigeon Forge LLC</u>						240.00
2605161		35372991	LeConte Center	03/24/2026	Coffee & cinnamon rolls for SM Jubilee office	435-47215-287 - LeConte Center - Meals And Entertainment 80.00
2605877		35372992	LeConte Center	03/24/2026	Coffee & cinnamon rolls event office March 6	435-47215-287 - LeConte Center - Meals And Entertainment 80.00
2605878		35372993	LeConte Center	03/24/2026	Coffee & cinnamon rolls event office March 13	435-47215-287 - LeConte Center - Meals And Entertainment 80.00
<u>21674 - C&C Operations LLC</u>						2,400.00
2606115		1540	Sanitation	03/24/2026	C&C Operations Charges for Feb. 26 Brush Disposal	123-43230-295 - Sanitation - Landfill Services 2,400.00
<u>05359 - Cal Farley's Boy Ranch</u>						800.00
2605430		Cal Farley's Ranch-Chuc	General Fund	03/24/2026	Cal Farley's Ranch-Chuck Wagon Cookoff 2026	110-47211-239 - Special Events - Other Publicity 800.00
<u>02925 - Cannon & Cannon, Inc.</u>						36,020.50
2606244		50817	Water/Sewer	03/24/2026	Waldens Creek tank and pump station improvements	413-52317-254 - Admin. & General - Architectural 25,800.00
2606245		50889	General Fund	03/24/2026	Signal upgrade invoice 50889	110-41990-254 - Other General Govt. - Architectural 4,612.50
2606246		50939	Water/Sewer	03/24/2026	Lead and copper rule compliance plan	413-52317-254 - Admin. & General - Architectural 1,758.00
2606255		50956	Water/Sewer	03/24/2026	Force main realignment Middle Ck lift station	413-52317-254 - Admin. & General - Architectural 3,850.00
<u>17525 - Canon Solutions America</u>						427.06
2606120		42771473	General Fund	03/24/2026	1-1-26 to 2-28-26 Copier PFPS	110-21535 - Pigeon Forge Schools Payable 427.06
<u>20621 - Carmalynn Russell</u>						562.50
2606283		Usher / ticket checker fr	LeConte Center	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services 562.50
<u>20399 - Cass-TN Inc</u>						7,065.52
2605461		3753	General Fund	03/24/2026	Aquatic Repairs	110-44410-269 - Community Center - Maint. - Other 1,950.28
2605884		3768	General Fund	03/24/2026	Pulsar Briquettes for Pools	110-44410-322 - Community Center - Chemical 5,115.24

Receipt Register - Abridged
POPKT06014 - 2026 3-24 CC

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>03906 - Center For Public Safety Excellence, Inc.</u>						700.00
2605207	05-20487	General Fund	03/24/2026	Registered Agency Renewal Application	110-42200-235 - Fire - Memberships	700.00
<u>03187 - Certified Generator Service</u>						4,075.00
2606270	121754	General Fund	03/24/2026	Contract Generator Service	110-41840-269 - Bldg. Maintenance - Maint. - Other	3,675.00
2606344	121756	LeConte Center	03/24/2026	Minor P.M. service on generator	435-47215-269 - LeConte Center - Maint. - Other	400.00
<u>21054 - Christian Brandenburg</u>						500.00
2605408	Wild West Shoot Out-Ch	General Fund	03/24/2026	Wild West Shoot Out-Chuck Wagon Cookoff 2026	110-47211-239 - Special Events - Other Publicity	500.00
<u>20984 - Christopher Stover</u>						500.00
2606433	Chuck Wagon Cookoff 2	General Fund	03/24/2026	Chris Stover - CWC2026	110-47211-239 - Special Events - Other Publicity	500.00
<u>21559 - Chuc LLC</u>						100.00
2605426	1128	General Fund	03/24/2026	Police Officer Skylar Seagle Physical	110-41990-251 - Other General Govt. - Medical	100.00
<u>03265 - Cintas Corporation No. 2.</u>						166.20
2605729	5310525701	General Fund	03/24/2026	First Aid Supplies for Community Center	110-44410-322 - Community Center - Chemical	61.87
2606223	5314991001	General Fund	03/24/2026	1st Aid Supplies for Community Center	110-44410-322 - Community Center - Chemical	82.71
2606376	5315257809	General Fund	03/24/2026	Eye Wash	110-43500-322 - Mass Transit - Chemical	21.62
<u>02673 - Citizens National Bank</u>						136.99
2604826	Lo Ferrada Feb 17, Drury	General Fund	03/24/2026	Lo Ferrada Feb 17, Drury Franklin/for Summit	110-47212-280 - Community Development - Travel	136.99
<u>18035 - Citizens National Bank</u>						5,750.42
2603036	Jen Smith hotel for RCM	General Fund	03/24/2026	Jen Smith hotel for RCMA Lexington Ky Feb 9-13	435-47215-280 - LeConte Center - Travel	784.63
2605482	TICKETS FOR QUILTCON	General Fund	03/24/2026	TICKETS FOR QUILTCON-2/19 - 2/22/2026-RALEIGH, NC	110-47210-280 - Tourism - Travel	80.96
2605483	HOTEL RESERVATION-Q	General Fund	03/24/2026	HOTEL RESERVATION-QUILTCON-RALEIGH, NC	110-47210-280 - Tourism - Travel	1,450.26
2605485	HOTEL STAY-TN DAY ON	General Fund	03/24/2026	HOTEL STAY-TN DAY ON THE HILL-MARCH 17-18, 2026	110-47210-280 - Tourism - Travel	844.56
2605539	Lunch Meeting at Gorilla	General Fund	03/24/2026	Lunch Meeting at Gorilla Taco with WCI	110-47210-287 - Tourism - Meals And Entertainment	30.18
2605563	Jennifer Hyatt Parking R	General Fund	03/24/2026	Jennifer Hyatt Parking RCMA Lexington	435-47215-280 - LeConte Center - Travel	95.41
2605719	PARKING AT QUILT CON	General Fund	03/24/2026	PARKING AT QUILT CON - RALEIGH, NC	110-47210-280 - Tourism - Travel	24.00
2605732	Trip to Quilt.Con 2026-F	General Fund	03/24/2026	Trip to Quilt.Con 2026-Raleigh, NC	110-47211-280 - Special Events - Travel	50.00
				Trip to Quilt.Con 2026-Raleigh, NC	110-47211-331 - Special Events - Gas	60.67
2605842	Storm Bowling 2026 Pre	General Fund	03/24/2026	Storm Bowling 2026 Premier Package	110-44410-350 - Community Center - Items For Resale	2,199.00
2605849	GAS CHARGES - TRIP TO	General Fund	03/24/2026	GAS CHARGES - TRIP TO HERITAGE CLUB INTERNATIONAL	110-47210-331 - Tourism - Gas	130.75
<u>21539 - CivicPlus LLC</u>						19,482.23
2606374	363877	General Fund	03/24/2026	CivicPlus - Recreation Mgmt Anl Fees INV363877	110-44410-269 - Community Center - Maint. - Other	19,482.23
<u>21066 - Clifford Matthews</u>						500.00
2605407	Wild West Shoot Out-Ch	General Fund	03/24/2026	Wild West Shoot Out-Chuck Wagon 2026	110-47211-239 - Special Events - Other Publicity	500.00

Receipt Register - Abridged
POPKT06014 - 2026 3-24 CC

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>21119 - Coca Cola Consolidated Inc</u>						1,200.26
2605914	51337827041	General Fund	03/24/2026	COKE PRODUCTS FOR SE - CHUCK WAGON COOK OFF	110-47211-239 - Special Events - Other Publicity	350.32
2606119	51379538008	General Fund	03/24/2026	Drinks for Resale in Bowling Center	110-44410-350 - Community Center - Items For Resale	849.94
<u>17955 - Cortelco Inc</u>						836.00
2605988	156424-00	General Fund	03/24/2026	lights for city buildings & gas canopy	110-41840-266 - Bldg. Maintenance - Maint. - Buildings	836.00
<u>21689 - Cristy Sorrells</u>						500.00
2606415	Chuckwagon Cookoff 20	General Fund	03/24/2026	Cristy Sorrells - CWC 2026	110-47211-239 - Special Events - Other Publicity	500.00
<u>20327 - Daniel Eldridge</u>						1,200.00
2606398	Chuckwagon Cookoff 20	General Fund	03/24/2026	Danny Eldridge Winner - CWC 2026	110-47211-239 - Special Events - Other Publicity	400.00
	Chuckwagon Cookoff 20	General Fund	03/24/2026	Danny Eldridge Winner - CWC 2026	110-47211-239 - Special Events - Other Publicity	300.00
	Chuckwagon Cookoff 20	General Fund	03/24/2026	Danny Eldridge Winner - CWC 2026	110-47211-239 - Special Events - Other Publicity	300.00
	Chuckwagon Cookoff 20	General Fund	03/24/2026	Danny Eldridge Winner - CWC 2026	110-47211-239 - Special Events - Other Publicity	200.00
<u>21268 - David Keith Hanley</u>						2,220.00
2605661	049	General Fund	03/24/2026	Hanley - Evertch Temp IT Staffing Services (2)	110-41640-200 - Information Technology - Contractual Services	2,220.00
<u>21706 - Derek Cress</u>						2,250.00
2606260	22	General Fund	03/24/2026	PHOTOGRAPHY & MEDIA HEAD SHOTS	110-47210-237 - Tourism - Advertising	2,250.00
<u>18060 - Diverse Computing Inc</u>						6,877.50
2605169	9580	General Fund	03/24/2026	E Agent Renewal 03/01/26-02/28/2027	110-42100-200 - Police - Contractual Services	6,877.50
<u>21540 - EDA Smart Signal Retainage Account</u>						73,599.80
2606124	Retainage 5% Estimate #11	General Fund	03/24/2026	Retainage 5% Estimate #11 EDA Smart Signals	110-80000-922 - Grants - Traffic Signal	49,287.68
2606125	Retainage 5% Estimate #12	General Fund	03/24/2026	Retainage 5% Estimate #12 EDA Smart Signals	110-80000-922 - Grants - Traffic Signal	24,312.12
<u>21192 - Exclusive Electronics Inc</u>						126.00
2605864	10319944	General Fund	03/24/2026	Replacement Booster Box	110-42100-329 - Police - Other Operating Supplies	126.00
<u>21312 - Fast Pace Medical Clinic PLLC</u>						109.00
2606104	4216382	General Fund	03/24/2026	DOT Physical Mark Dodd	110-43500-251 - Mass Transit - Medical	109.00
<u>16741 - Fast Signs #51401</u>						716.00
2605921	2039-12922	LeConte Center	03/24/2026	Section & row floor stickers Pentecostal Fire	435-47215-220 - LeConte Center - Printing	716.00
<u>17021 - Federal Express Corporation</u>						484.50
2605934	9-199-74802 Fire	General Fund	03/24/2026	Fedex Postage	110-42200-211 - Fire - Postage	12.71
2605994	9-199-74802 Police	General Fund	03/24/2026	Shipping Charges for February 2026	110-42100-211 - Police - Postage	135.67
2606063	9-199-74802 Wtr	Water/Sewer	03/24/2026	FEB26 Postage	413-52113-211 - Water Plant - Postage	29.20
2606140	2-510-02844	General Fund	03/24/2026	SHIPPING CHARGES	110-47210-211 - Tourism - Postage	52.74

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						Vendor Amount
Vendor						Item Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	
<u>17021 - Federal Express Corporation</u>						484.50
2606140	9-199-74802	General Fund	03/24/2026	SHIPPING CHARGES	110-47210-211 - Tourism - Postage	104.32
2606293	9-209-92783	General Fund	03/24/2026	SHIPPING CHARGES	110-47210-211 - Tourism - Postage	149.86
<u>05314 - Fenco Supply Company, Inc.</u>						178.94
2605810	650528	General Fund	03/24/2026	HVAC parts & fittings for city buildings	110-41840-266 - Bldg. Maintenance - Maint. - Buildings	79.16
2606109	651317	General Fund	03/24/2026	contactors, capacitors for city AC units	110-41840-266 - Bldg. Maintenance - Maint. - Buildings	99.78
<u>20497 - Ferguson US Holdings Inc</u>						2,284.20
2605261	0042536	Water/Sewer	03/24/2026	2" brass nipples	413-14190 - Inventory Of Other Supplies	820.92
2605459	0042846	Water/Sewer	03/24/2026	3/4" brass fittings	413-14190 - Inventory Of Other Supplies	1,463.28
<u>05189 - Fisher Auto Parts</u>						3,492.20
2605418	390-509878	General Fund	03/24/2026	FILTER FOR STOCK	110-14130 - Inventory Of Material	437.74
2605620	392-510158	General Fund	03/24/2026	STOCK ORDER	110-14130 - Inventory Of Material	3,054.46
<u>20070 - Flock Group Inc</u>						27,500.00
2606333	INV-81763	General Fund	03/24/2026	Flock Camera Renewal 12/15/2025-12/14/26	110-42100-269 - Police - Maint. - Other	27,500.00
<u>20876 - Franklin Underground Utility Services Inc</u>						50,777.50
2606138	Cain Hollow Rd sewer li	Water/Sewer	03/24/2026	Cain Hollow Rd sewer line improvements pay app #11	413-52317-973 - Admin. & General - Sewer Line Improvements	50,777.50
<u>05648 - French's Shoes & Boots</u>						1,363.92
2604090	425775	General Fund	03/24/2026	Replacement Bowling Shoes for Kenny	110-44410-326 - Community Center - Clothing And Uniforms	80.00
2605252	430250	General Fund	03/24/2026	Safety/Work Boots Not to Exceeds \$225.00 per pair	110-43500-326 - Mass Transit - Clothing And Uniforms	143.99
	430251	General Fund	03/24/2026	Safety/Work Boots Not to Exceeds \$225.00 per pair	110-43500-326 - Mass Transit - Clothing And Uniforms	199.99
	430264	General Fund	03/24/2026	Safety/Work Boots Not to Exceeds \$225.00 per pair	110-43500-326 - Mass Transit - Clothing And Uniforms	175.99
	430266	General Fund	03/24/2026	Safety/Work Boots Not to Exceeds \$225.00 per pair	110-43500-326 - Mass Transit - Clothing And Uniforms	191.99
	430292	General Fund	03/24/2026	Safety/Work Boots Not to Exceeds \$225.00 per pair	110-43500-326 - Mass Transit - Clothing And Uniforms	135.99
2605435	430932	General Fund	03/24/2026	Boot for Lloyd Valentine	110-42400-326 - Public Works - Clothing And Uniforms	123.99
2605601	431049	General Fund	03/24/2026	Work Boots Michael Deidrich	110-43500-326 - Mass Transit - Clothing And Uniforms	191.99
2606210	432442	General Fund	03/24/2026	Seasonal Employee Boots	110-44710-326 - Parks Maintenance - Clothing And Uniforms	119.99
<u>05711 - Galls LLC</u>						2,438.18
2606161	5156434	General Fund	03/24/2026	Terrex Anylander Boots	110-42200-326 - Fire - Clothing And Uniforms	2,438.18
<u>21543 - Garney Companies Inc</u>						2,897,510.42
2606133	Raw water intake & trar	Water/Sewer	03/24/2026	Raw water intake & transmission pay app 6	413-52317-915 - Douglas Lake Project	2,897,510.42
<u>11024 - Gary Ott</u>						500.00
2606353	Clothing Purchases for F	General Fund	03/24/2026	Clothing Purchases for FBINAA April 9-June 18,2026	110-42100-326 - Police - Clothing And Uniforms	500.00

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Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>21754 - Georgia K9 National Training Center LLC</u>						475.00
2606308	Balance Scott Frazer	General Fund	03/24/2026	Amendment to Original PO# 2605619	110-42100-148 - Police - Emp. Education & Training	475.00
<u>06008 - Government Finance</u>						250.00
2606290	300149386-2026	General Fund	03/24/2026	Dues 4-1-26 to 3-31-27 Dennis C Clabo	110-41500-235 - City Admin./Finance - Memberships	250.00
<u>21692 - Gray Local Media Inc</u>						3,200.00
2606142	4197214-2	General Fund	03/24/2026	WEATHER CAM SPONSORSHIP	110-47210-237 - Tourism - Advertising	3,200.00
<u>05755 - Gresham Smith</u>						5,023.43
2606259	0813411	General Fund	03/24/2026	A & E Services-Walden's Creek Greenway, Phase 1	110-44710-259 - Parks Maintenance - Other Prof. Services	5,023.43
<u>20626 - Harold E Russell</u>						562.50
2606284	Usher / ticket checker for	LeConte Center	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services	562.50
<u>15468 - HD Supply Inc</u>						202.32
2605915	INV00978194	Water/Sewer	03/24/2026	Measuring Wheel	413-52113-345 - Water Plant - Machinery	202.32
<u>07202 - HiColor Graphics LLC</u>						226.69
2602853	30339	General Fund	03/24/2026	Wildlife Week Jr. Ranger Passports	110-47211-220 - Special Events - Printing	226.69
<u>21660 - Hogan MFG Inc</u>						9,223.00
2603341	001013	General Fund	03/24/2026	Estimate for ADA ramp unit 9963 damaged by driver	110-14130 - Inventory Of Material	9,223.00
<u>20002 - Home Depot Credit Services</u>						1,078.27
2605943	H0739-365045	General Fund	03/24/2026	Tools	110-43100-329 - Street - Other Operating Supplies	109.94
				Tools	110-43100-345 - Street - Machinery	968.33
<u>21111 - Howard Industries, Inc.</u>						14,700.00
2602502	560068206	General Fund	03/24/2026	LU Duo Turn-Key System-PFIS	110-21535 - Pigeon Forge Schools Payable	14,700.00
<u>17540 - Idemia Identity & Security USA LLC</u>						181.75
2606326	651148	General Fund	03/24/2026	Background for new Full Time Firefighters	110-42200-259 - Fire - Other Prof. Services	181.75
<u>07379 - Imagematters</u>						95.35
2606118	431855	General Fund	03/24/2026	2-4-26 to 3-3-26 Copier PFHS	110-21535 - Pigeon Forge Schools Payable	95.35
<u>21168 - Inframark (DE) LLC</u>						1,502.96
2606045	173495	Water/Sewer	03/24/2026	Troubleshoot power supply issue with filter	413-52113-269 - Water Plant - Maint. - Other	1,502.96
<u>07270 - International Assoc of Fire Chiefs Inc</u>						499.00
2604967	Sales Order 00031248	General Fund	03/24/2026	Wildland Urban Interface Conference - Blake Adams	110-42200-148 - Fire - Emp. Education & Training	499.00

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						Vendor Amount
Vendor						Item Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	
<u>16945 - James Bohanan</u>						720.00
2605865	CPA T Shirts 2026	General Fund	03/24/2026	CPA T Shirts 2026	110-42100-236 - Police - Public Relation	720.00
<u>20701 - Jeremy Jones</u>						900.00
2606272	Chuckwagon Cookoff 2026	General Fund	03/24/2026	Chuckwagon Cookoff 2026 Prize Winner	110-47211-239 - Special Events - Other Publicity	900.00
<u>07446 - Jerry's Auto Glass</u>						270.00
2606052	35267	General Fund	03/24/2026	Glass install 922A	110-43500-261 - Mass Transit - Maint. - Vehicles	270.00
<u>20465 - John J. O'Neill Jr</u>						600.00
2606282	Usher / ticket checker for	LeConte Center	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services	600.00
<u>18025 - John Kwasny</u>						180.00
2606280	Usher / ticket checker for	LeConte Center	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services	180.00
<u>08081 - Jones & Bartlett Learning, LLC</u>						555.43
2605244	1261903	General Fund	03/24/2026	Fire Department Incident Safety Officer Book	110-42200-148 - Fire - Emp. Education & Training	555.43
<u>21791 - Joyce Barnett</u>						127.50
2606328	Usher / ticket checker for	LeConte Center	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services	127.50
<u>21786 - Julie Ann Werhnyak</u>						598.00
2606314	April 30 - May 1, 2026	General Fund	03/24/2026	Reg for Artemis Self Defense Female Officer	110-42100-148 - Police - Emp. Education & Training	598.00
<u>17530 - Justice Family Enterprises</u>						78.68
2605764	26-0639	General Fund	03/24/2026	Name Tag 3/8 Yellow Custom for new hires	110-42200-312 - Fire - Office Equipment	78.68
<u>08301 - Keep Sevier Beautiful</u>						3,500.00
2606044	Keep Sevier Beautiful funds	Water/Sewer	03/24/2026	Keep Sevier Beautiful funds Public Education /invo	413-52113-200 - Water Plant - Contractual Services	3,500.00
<u>08162 - Kel-San, Inc.</u>						2,065.96
2600815	4032235	LeConte Center	03/24/2026	torubleshoot and repair "2" chariot sweeper	435-47215-333 - LeConte Center - Equipment Parts	1,905.06
2605091	4050387	LeConte Center	03/24/2026	replacement drain hose for T-16 (recovery water)	435-47215-333 - LeConte Center - Equipment Parts	160.90
<u>21779 - Knoxville Powersports</u>						609.68
2606183	702208	General Fund	03/24/2026	ROOF & HARDWARE MED 12 FIRE DEPT	110-14130 - Inventory Of Material	609.68
<u>21282 - Kristine Carr</u>						150.00
2605736	2505290	General Fund	03/24/2026	Flowers for Lois Sutton Father's passing	110-41990-490 - Other General Govt. - Other Materials	75.00
2606026	2504289	General Fund	03/24/2026	Fruit Basket for Henry Barnett Street Department	110-41990-490 - Other General Govt. - Other Materials	75.00
<u>08177 - Kroger Store #536</u>						1,171.88
2605708	2793173	General Fund	03/24/2026	Julie's Retirement Reception (03/13/2026)	110-41990-497 - Other General Govt. - Special Event	135.19

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Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>08177 - Kroger Store #536</u>						1,171.88
2605713	2793175	General Fund	03/24/2026	Genealogy Day Lunch (03/14/2026)	110-44810-287 - Library - Meals And Entertainment	175.00
2605886	2793172	General Fund	03/24/2026	After School Snacks for Both Groups (K-6th)	110-44410-287 - Community Center - Meals And Entertainment	509.53
2605888	2793170	General Fund	03/24/2026	JOY Club Prizes	110-44410-325 - Community Center - Recreation Supplies	72.49
2605889	2793171	General Fund	03/24/2026	Food for JOY Club - 3/6/2026	110-44410-287 - Community Center - Meals And Entertainment	129.56
2605995	2793168	General Fund	03/24/2026	Drinks for Training	110-43500-287 - Mass Transit - Meals And Entertainment	35.12
2606021	2793169	General Fund	03/24/2026	Food not to exceed \$20	110-44810-236 - Library - Public Relation	14.99
2606236	2793198	General Fund	03/24/2026	Water for Rehab	110-42200-287 - Fire - Meals And Entertainment	100.00
<u>17616 - Kronos SaaShr, Inc</u>						5,742.00
2606228	110080050167 LC	LeConte Cente	03/24/2026	Kronos UKG - 3/8/26	435-47215-269 - LeConte Center - Maint. - Other	139.12
	110080050167 S/W	Sanitation	03/24/2026	Kronos UKG - 3/8/26	123-43230-269 - Sanitation - Maint. - Other	189.71
	110080050167 W/S	Water/Sewer	03/24/2026	Kronos UKG - 3/8/26	413-52113-269 - Water Plant - Maint. - Other	139.12
				Kronos UKG - 3/8/26	413-52114-269 - Water Distribution - Maint. - Other	252.95
	110080050167	General Fund	03/24/2026	Kronos UKG - 3/8/26	110-41500-269 - City Admin./Finance - Maint. - Other	227.66
				Kronos UKG - 3/8/26	110-41640-269 - Information Technology - Maint. - Other	50.59
				Kronos UKG - 3/8/26	110-41840-269 - Bldg. Maintenance - Maint. - Other	164.42
				Kronos UKG - 3/8/26	110-42100-269 - Police - Maint. - Other	1,188.88
				Kronos UKG - 3/8/26	110-42200-269 - Fire - Maint. - Other	695.62
				Kronos UKG - 3/8/26	110-42400-269 - Public Works - Maint. - Other	88.53
				Kronos UKG - 3/8/26	110-43100-269 - Street - Maint. - Other	341.48
				Kronos UKG - 3/8/26	110-43170-269 - Fleet Maintenance - Maint. - Other	151.77
				Kronos UKG - 3/8/26	110-43500-269 - Mass Transit - Maint. - Other	771.50
				Kronos UKG - 3/8/26	110-44410-269 - Community Center - Maint. - Other	720.91
				Kronos UKG - 3/8/26	110-44710-269 - Parks Maintenance - Maint. - Other	227.66
				Kronos UKG - 3/8/26	110-44810-269 - Library - Maint. - Other	126.48
				Kronos UKG - 3/8/26	110-47210-269 - Tourism - Maint. - Other	151.77
				Kronos UKG - 3/8/26	110-47211-269 - Special Events - Maint. - Other	63.24
				Kronos UKG - 3/8/26	110-47212-269 - Community Development - Maint. - Other	50.59
<u>09224 - Lamar Dunn & Associates, Inc.</u>						143,693.25
2606257	PGF203 - PGF203-39	Water/Sewer	03/24/2026	Reuse tank, booster station and 12" reuse line	413-52211-900 - Sewer Collection (Lines) - Capital Outlay	4,672.50
2606258	PF301 - 31	Water/Sewer	03/24/2026	Raw water intake and transmission project	413-52317-915 - Douglas Lake Project	139,020.75
<u>20562 - Lawson Products Inc</u>						998.39
2605679	9313238381	General Fund	03/24/2026	SUPPLY STOCK ORDER	110-43170-329 - Fleet Maintenance - Other Operating Supplies	998.39
<u>09165 - LeConte Medical Center</u>						27.50
2606215	FEBRUARY 2026	General Fund	03/24/2026	Event Medicine Coverage for February 2026	110-42200-200 - Fire - Contractual Services	27.50
<u>21486 - LibraryPass Inc</u>						307.13
2606121	11838	General Fund	03/24/2026	Comics Plus Subscription (05/01/26 - 07/31/26)	110-44810-233 - Library - Subscriptions	307.13

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<u>20528 - Life-Assist Inc</u>						221.17
	2606040	INV0050839	General Fund	03/24/2026	Medical Supplies	221.17
<u>21286 - Linda Sue Moore</u>						255.00
	2606281	Usher / ticket checker for	LeConte Center	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	255.00
<u>17350 - Lose & Associates Inc</u>						10,545.70
	2606080	20260239	General Fund	03/24/2026	A & E Services for Community Center Kitchen Reno	10,545.70
<u>20517 - Michael R Schentrup</u>						450.00
	2605873	2026S-52	General Fund	03/24/2026	Advanced Police Concepts Course 06.08.26	450.00
<u>21788 - Motorcoach Association of South Carolina</u>						4,000.00
	2606230	1	General Fund	03/24/2026	SPONSORSHIP	4,000.00
<u>20590 - MPZ South Carolina LLC</u>						333.52
	2605944	30 Pizzas for Training O	General Fund	03/24/2026	30 Pizzas for Training 03/10 & 03/11/2026	333.52
<u>10584 - NAFECO</u>						87,082.48
	2601784	1398852	General Fund	03/24/2026	Outer Wear for A Shift	1,401.00
	2602256	1398634	General Fund	03/24/2026	Uniform Duty Boots for Firefighters	460.00
	2602929	1401492	General Fund	03/24/2026	Uniform Hats for Firefighters	882.00
	2603743	1396186	General Fund	03/24/2026	Mercer+Mettle Soft Blend Beanie	826.00
	2604815	1403867	General Fund	03/24/2026	Turnout Gear for Firefighters	69,720.00
	2605002	1402431	General Fund	03/24/2026	First Tactical Short Jacket for Steve McNutt	160.00
	2605200	1400269	General Fund	03/24/2026	Wildland Boots for Firefighters	5,232.21
		1401682	General Fund	03/24/2026	Wildland Boots for Firefighters	185.00
	2605206	1402537	General Fund	03/24/2026	Wildfire Ear,Neck, Face Shroud	1,366.00
	2605359	1400249	General Fund	03/24/2026	Camelbak Mule 100 oz Mil Spec Crux Black	338.00
	2605361	1400541	General Fund	03/24/2026	Tactical Bags for Josh Carr and Tyler King	415.75
		1401040	General Fund	03/24/2026	Tactical Bags for Josh Carr and Tyler King	30.00
	2605477	1403679	General Fund	03/24/2026	TRU Team Boots	438.00
	2605575	1401994	General Fund	03/24/2026	Weaver Glove Strap	60.00
	2605576	1400831	General Fund	03/24/2026	Double Duty TDU Belt Plastic Buckle	300.50
	2605577	1400832	General Fund	03/24/2026	Dual Flagging Tape Dispenser	180.00
	2605579	1400313	General Fund	03/24/2026	Hot Shields Mask	1,031.02
	2605580	1400584	General Fund	03/24/2026	ESS Goggle Two Piece	840.00
	2605617	1404235	General Fund	03/24/2026	Stream Lights For Fire vehicles	2,801.00
	2605973	1405114	General Fund	03/24/2026	Reebok Ladies Boot Black size 725m Hall	113.00
	2606042	1404911	General Fund	03/24/2026	Pants for Stephanie Hall	303.00
<u>21687 - Nathaniel Eugene Johnson</u>						500.00
	2606418	Chuckwagon Cookoff 20	General Fund	03/24/2026	Nathaniel Johnson - CWC 2026	500.00

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<u>21687 - Nathaniel Eugene Johnson</u>						500.00
<u>21022 - No Fences Cowboy Church of Morgan County</u>						500.00
2606420	Chuckwagon Cookoff 20	General Fund	03/24/2026	No Fences Cowboy Church-CWC2026	110-47211-239 - Special Events - Other Publicity	500.00
<u>17731 - Orange142 LLC</u>						632,000.00
2606053	Inv-O-6413	General Fund	03/24/2026	INTERNET/MARKETING	110-47210-237 - Tourism - Advertising	125,000.00
	Inv-O-6414	General Fund	03/24/2026	INTERNET/MARKETING	110-47210-237 - Tourism - Advertising	375,000.00
2606159	Inv-O-6471	General Fund	03/24/2026	INTERNET/MARKETING	110-47210-237 - Tourism - Advertising	130,000.00
2606323	Unv-O-6422	General Fund	03/24/2026	Media Campaign for Quiltfest 2026	110-47211-237 - Special Events - Advertising	2,000.00
<u>21480 - Pamela Jennings</u>						198.75
2606278	Usher / ticket checker for	LeConte Center	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services	198.75
<u>11495 - Parkway Animal Hospital</u>						242.70
2606084	523388	Drug Fund	03/24/2026	Drug K9's Archer and Doom Vet Visits	127-42100-251 - Police - Medical	120.00
	523389	General Fund	03/24/2026	Drug K9's Archer and Doom Vet Visits	127-42100-251 - Police - Medical	122.70
<u>21778 - Peace Hospitality</u>						623.85
2606039	Conf 63311	General Fund	03/24/2026	Hotel Stay May 3-8,2026 Katessa Hall-NENA	110-42100-280 - Police - Travel	623.85
<u>11936 - Perfect Fit Image Apparel</u>						895.50
2601850	609342	General Fund	03/24/2026	employee uniforms	110-41840-326 - Bldg. Maintenance - Clothing And Uniforms	102.00
2605548	617267	General Fund	03/24/2026	uniform for new employee	110-41840-326 - Bldg. Maintenance - Clothing And Uniforms	191.00
2605641	617278	General Fund	03/24/2026	Seasonal Employee Uniforms	110-44710-326 - Parks Maintenance - Clothing And Uniforms	602.50
<u>11597 - Petree's Flowers, Inc.</u>						100.00
2606096	488714	LeConte Center	03/24/2026	Flowers for Clark Beasley (NQC) mothers funeral	435-47215-329 - LeConte Center - Other Operating Supplies	100.00
<u>11365 - PFHTA, Inc.</u>						150.00
2605978	INV-3088	General Fund	03/24/2026	PFHTA LUNCHEON MEETING - MARCH 12, 2026	110-47210-287 - Tourism - Meals And Entertainment	100.00
2606041	INV-3087	LeConte Center	03/24/2026	PF Hospitality Tourism Mmembershship Meeting 3/12	435-47215-287 - LeConte Center - Meals And Entertainment	25.00
2606155	INV-3089	General Fund	03/24/2026	PFHTA March Membership Meeting Craig Cruise	110-41990-287 - Other General Govt. - Meals And Entertainment	25.00
<u>18170 - Pigeon Forge Intermediate School</u>						8,845.62
2606338	Misc Reimbursement PF	General Fund	03/24/2026	Misc Reimbursement PFIS	110-21535 - Pigeon Forge Schools Payable	8,845.62
<u>18201 - Pigeon Forge Junior High School</u>						16,373.21
2606229	Misc Reimburement PFJ	General Fund	03/24/2026	Misc Reimburement PFJHS Request 3-11-26	110-21535 - Pigeon Forge Schools Payable	16,373.21
<u>11227 - Pittsburg Paint</u>						147.43
2604719	929820007226	General Fund	03/24/2026	Paint and Supplies for WFP	110-44710-265 - Parks Maintenance - Maint. - Grounds	147.43

Receipt Register - Abridged
POPKT06014 - 2026 3-24 CC

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>21351 - Playground Guardian LLC</u>						2,250.00
2604810	14815	General Fund	03/24/2026	Annual Playground Inspections	110-44710-200 - Park Contractual Services	2,250.00
<u>11399 - Positive Promotions</u>						3,500.06
2605412	07693279	General Fund	03/24/2026	Telecommunications Week	110-42100-236 - Police - Public Relation	499.68
2605437	07691229	General Fund	03/24/2026	Community Engagement Items	110-42100-236 - Police - Public Relation	3,000.38
<u>20378 - PVP Communications</u>						79.00
2605830	137923	General Fund	03/24/2026	Repair Shoulder Mic	110-42100-269 - Police - Maint. - Other	79.00
<u>11339 - Pyro Shows, Inc.</u>						6,000.00
2600901	22638	General Fund	03/24/2026	Fireworks Display for Winterfest Kickoff 2025	110-47211-239 - Special Events - Other Publicity	6,000.00
<u>18064 - Quadient Leasing USA Inc</u>						1,960.89
2606199	Q2252482	General Fund	03/24/2026	MAIL EQUIPEMENT LEASE	110-47210-533 - Tourism - Equipment Rental	1,960.89
<u>00618 - Randall Butcher</u>						35.00
2606087	698084	General Fund	03/24/2026	Employee of the Year	110-43500-220 - Mass Transit - Printing	35.00
<u>16878 - Reagan's House of Pancakes</u>						34.00
2606076	Safety meeting Biscuits	General Fund	03/24/2026	Safety meeting Biscuits	110-43170-287 - Fleet Maintenance - Meals And Entertainment	34.00
<u>20683 - Regina Hobbs</u>						415.00
2606083	Monthly Pest Control Se	General Fund	03/24/2026	Monthly Pest Control Service - February 2026	110-41840-269 - Bldg. Maintenance - Maint. - Other	385.00
2606345	pest control for month c	LeConte Center	03/24/2026	pest control for month of February	435-47215-269 - LeConte Center - Maint. - Other	30.00
<u>17541 - Robert J Young Company LLC</u>						270.62
2606226	INV7952884	General Fund	03/24/2026	RJYoung INV7952884 - 3/9/26	110-43500-269 - Mass Transit - Maint. - Other	65.87
2606227	INV7953285	General Fund	03/24/2026	RJYoung INV7953285 - 3/9/26	110-41500-269 - City Admin./Finance - Maint. - Other	63.42
				RJYoung INV7953285 - 3/9/26	110-42100-269 - Police - Maint. - Other	102.49
				RJYoung INV7953285 - 3/9/26	110-44410-269 - Community Center - Maint. - Other	38.84
<u>17781 - Rocky Top Ford Lincoln LLC</u>						3,494.75
2606102	110793	General Fund	03/24/2026	Repair 711,739,773, & Part inv	110-14130 - Inventory Of Material	56.18
	63935	General Fund	03/24/2026	Repair 711,739,773, & Part inv	110-42100-261 - Police - Maint. - Vehicles	778.40
	65714	General Fund	03/24/2026	Repair 711,739,773, & Part inv	110-42100-261 - Police - Maint. - Vehicles	2,560.17
	66016	General Fund	03/24/2026	Repair 711,739,773, & Part inv	110-42100-261 - Police - Maint. - Vehicles	100.00
<u>12691 - Rocky Top Tours, Inc</u>						12,400.00
2605766	20260016	General Fund	03/24/2026	Buses for Wilderness Wildlife Week 2026	110-47211-239 - Special Events - Other Publicity	12,400.00
<u>12075 - Rogers Petroleum</u>						26,743.04
2606107	RP10043335	General Fund	03/24/2026	FUEL	110-14130 - Inventory Of Material	26,743.04

Receipt Register - Abridged
POPKT06014 - 2026 3-24 CC

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>12075 - Rogers Petroleum</u>						26,743.04
<u>14554 - Ron Turley Associates, Inc.</u>						15,837.50
2605019	71842	General Fund	03/24/2026	RTA Gold Tier SaaS - Assets Upgrade	110-41640-945 - Information Technology - Communication Equipm	15,837.50
<u>21592 - Ronald Lynn Sexton</u>						1,500.00
2604185	Coordinator for Chuck V	General Fund	03/24/2026	Coordinator for Chuck Wagon Cookoff 2026	110-47211-239 - Special Events - Other Publicity	1,500.00
<u>20797 - Ross/Fowler PC</u>						47,500.00
2606266	22021-09	General Fund	03/24/2026	A & E Services - Patriot Park	110-44710-259 - Parks Maintenance - Other Prof. Services	47,500.00
<u>14336 - Safariland LLC</u>						2,893.75
2603045	1016-000038803	General Fund	03/24/2026	Chemical Munitions	110-42100-327 - Police - Fire Arm Supplies	2,893.75
<u>14386 - SCAPI Inc.</u>						1,938.26
2606106	140065	General Fund	03/24/2026	2026 Spring Program Guide	110-44410-220 - Community Center - Printing	1,938.26
<u>12940 - Sevier County Economic</u>						10,000.00
2606144	320	General Fund	03/24/2026	2025-2026 FY	110-41100-700 - Legislative - Grants	10,000.00
<u>13034 - Sign Master, Inc.</u>						601.12
2605756	52505	General Fund	03/24/2026	Employee Awards/Plaques/Plates	110-42100-220 - Police - Printing	567.84
2606148	52501	LeConte Center	03/24/2026	Name badges for new housekeeping hires	435-47215-326 - LeConte Center - Clothing And Uniforms	33.28
<u>20855 - SmartSafety Software Inc</u>						830.55
2605262	TLSMN0002682	General Fund	03/24/2026	Scene PD Renewal 03/01/2026 to 02/28/2027	110-42100-269 - Police - Maint. - Other	830.55
<u>13289 - Smith Seckman Reid, Inc.</u>						30,090.57
2606208	456637	Water/Sewer	03/24/2026	WTP Intake & Filter invoice 456637	413-52317-254 - Admin. & General - Architectural	9,565.11
2606209	456642	Water/Sewer	03/24/2026	WTP Backwash pump addition invoice 456642	413-52317-254 - Admin. & General - Architectural	7,125.46
2606211	456671	Water/Sewer	03/24/2026	TDEC specification updates invoice 456671	413-52317-254 - Admin. & General - Architectural	13,400.00
<u>21587 - Smitty The Kid Inc</u>						5,000.00
2601447	Entertainer Contract for	General Fund	03/24/2026	Entertainer Contract for Chuck Wagon Cookoff 2026	110-47211-239 - Special Events - Other Publicity	5,000.00
<u>13405 - Southern Constructors, Inc.</u>						224,200.00
2606212	Waldens Creek intake in	Water/Sewer	03/24/2026	Waldens Creek intake improvements pay app 7	413-52317-971 - Admin. & General - Water Line Improvements	224,200.00
<u>14468 - Spatco Energy Solutions LLC</u>						100.00
2606262	95044293	General Fund	03/24/2026	FUEL TANK INSPECTION FOR MARCH-26	110-43170-269 - Fleet Maintenance - Maint. - Other	100.00

Receipt Register - Abridged
POPKT06014 - 2026 3-24 CC

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>20294 - Stanley's Plant Farm</u>						1,308.00
2604801	101-15591	General Fund	03/24/2026	Soil Conditioner	110-44710-265 - Parks Maintenance - Maint. - Grounds	1,308.00
<u>12921 - Stansell Electric Company, Inc.</u>						1,398,396.32
2606127	SC Partners Smart Signa	General Fund	03/24/2026	SC Partners Smart Signal Project Pay App 11	110-80000-922 - Grants - Traffic Signal	936,465.84
2606131	SC Partners Smart Signa	General Fund	03/24/2026	SC Partners Smart Signals Projects Pay App #12	110-80000-922 - Grants - Traffic Signal	461,930.48
<u>13744 - Stellar Vision & Sound, Inc.</u>						18,314.00
2605815	23775	General Fund	03/24/2026	Sound and Audio for Wilderness Wildlife Week	110-47211-239 - Special Events - Other Publicity	12,000.00
2605923	23779	General Fund	03/24/2026	Stage, Lighting, Etc-Chuck Wagon Cookoff 2026	110-47211-239 - Special Events - Other Publicity	6,314.00
<u>21288 - Steven Gibson</u>						650.00
2606273	Chuckwagon Cookoff Pr	General Fund	03/24/2026	Chuckwagon Cookoff Prize Winner	110-47211-239 - Special Events - Other Publicity	650.00
<u>13053 - Stokes Electric Company</u>						156.68
2606185	4554228 Balance	General Fund	03/24/2026	EQUIPEMENT NEEDED FOR NEW SIGN AT SPECIAL EVENTS	110-41990-930 - Other Gen Govt Other Improvements	156.68
<u>12963 - Stowers Machinery Corp.</u>						91.84
2605785	INPS2426705	General Fund	03/24/2026	Side cutting edge set for bucket on unit 311E	110-14130 - Inventory Of Material	91.84
<u>14235 - Stowers Rents</u>						1,576.00
2605874	U9032401 & U9032301	LeConte Center	03/24/2026	2 Z45 boom lifts for Winterfest COG March 6-8	435-47215-533 - LeConte Center - Equipment Rental	1,576.00
<u>20806 - Sysco Corporation</u>						586.95
2606362	488000727	General Fund	03/24/2026	Resale Concession Food Items for Bowling Center	110-44410-350 - Community Center - Items For Resale	586.95
<u>14609 - TCMA</u>						250.00
2606172	07931	General Fund	03/24/2026	TCMA 2026 Spring Conference April 22-24, 2026	110-41500-148 - City Admin./Finance - Emp. Education & Training	250.00
<u>14519 - Tennessee Associated Electric LLC</u>						760.00
2605723	43535	Water/Sewer	03/24/2026	Test pump#4, soft start at Douglas Lake Transfer	413-52113-200 - Water Plant - Contractual Services	760.00
<u>20500 - Tennessee Drug Testing LLC</u>						635.00
2605552	3303	General Fund	03/24/2026	Randoms Ut Street & SE 2-13-26	110-41990-251 - Other General Govt. - Medical	240.00
2606137	3337	General Fund	03/24/2026	Drug Testing Post Accident Ken Dresher Transit 3-9	110-41990-251 - Other General Govt. - Medical	235.00
2606295	3336	General Fund	03/24/2026	Random FTA Nancy Chesshire Transit 3-16-26	110-41990-251 - Other General Govt. - Medical	160.00
<u>14900 - Tennessee Library Association</u>						135.00
2606375	200004822	General Fund	03/24/2026	Friends and Trustees Luncheon (4/23/2026)	110-44810-287 - Library - Meals And Entertainment	135.00
<u>21250 - Tennessee Truck Driving School</u>						3,890.00
2606309	03232026LC	General Fund	03/24/2026	CDL Training for Larry Shawn Carr	110-43100-148 - Street - Emp. Education & Training	3,890.00

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Vendor							Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount	
<u>21479 - Terrel Jennings</u>							108.75
2606277	Usher / ticket checker fr	LeConte Cente	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services		108.75
<u>20265 - Terry P Bryan</u>							1,260.00
2605450	CITYofPF20260307	General Fund	03/24/2026	Security for Chuck Wagon Cookoff 2026	110-47211-239 - Special Events - Other Publicity		1,260.00
<u>09280 - The Mountain Press</u>							726.78
2605250	71411671	General Fund	03/24/2026	Notice of bid on signal poles	110-43100-237 - Street - Advertising		43.26
2605289	71412636	General Fund	03/24/2026	Notice of bid traffic signal replacements	110-43100-237 - Street - Advertising		51.26
2605434	71415816	General Fund	03/24/2026	The Mountain Press Notice run 2/14/26 with map	110-47212-237 - Community Development - Advertising		141.26
2605467	71416626	General Fund	03/24/2026	Publish Public Notice CC Work Session 2-18	110-41990-237 - Other General Govt. - Advertising		71.26
2605508	71418252	General Fund	03/24/2026	Ad for Recreation Program Manager to run 2/14/26	110-41990-237 - Other General Govt. - Advertising		109.26
2605510	71418300	General Fund	03/24/2026	Multi Job Ad to run 2/14/26	110-41990-237 - Other General Govt. - Advertising		197.96
2605607	71421130	General Fund	03/24/2026	Notice of bid pipe liner	110-43100-237 - Street - Advertising		42.26
2605673	71422909	Water/Sewer	03/24/2026	Legal Notice - Bid for Metal Building Construction	413-52213-237 - Sewer Treatment & Disposal - Advertising		70.26
<u>14959 - The Thomas Group</u>							15,418.00
2606299	45540	General Fund	03/24/2026	PROJECT MGMT/GRAAPHIC/COMMISSION-DEST PLANNEF	110-47210-200 - Tourism - Contractual Services		2,828.00
				PROJECT MGMT/GRAAPHIC/COMMISSION-DEST PLANNEF	110-47210-237 - Tourism - Advertising		12,590.00
<u>20459 - Thelma R. Wellman</u>							112.50
2606287	Usher / ticket checker fr	LeConte Cente	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services		112.50
<u>21481 - Theresa Wygal</u>							97.50
2606288	Usher / ticket checker fr	LeConte Cente	03/24/2026	Usher / ticket checker for Groove Dance Mar 13-16	435-47215-200 - LeConte Center - Contractual Services		97.50
<u>14540 - Thermocopy Of Tennessee, Inc.</u>							256.42
2606034	INV898604	General Fund	03/24/2026	Centriworks INV898604 - 12/22/25	110-47212-269 - Community Development - Maint. - Other		65.00
2606036	INV899006	General Fund	03/24/2026	Centriworks INV899006 - 12/30/25	110-41500-269 - City Admin./Finance - Maint. - Other		17.78
				Centriworks INV899006 - 12/30/25	110-41640-269 - Information Technology - Maint. - Other		8.89
				Centriworks INV899006 - 12/30/25	110-42100-269 - Police - Maint. - Other		8.89
				Centriworks INV899006 - 12/30/25	110-42200-269 - Fire - Maint. - Other		10.87
				Centriworks INV899006 - 12/30/25	110-43170-269 - Fleet Maintenance - Maint. - Other		8.89
				Centriworks INV899006 - 12/30/25	110-44410-269 - Community Center - Maint. - Other		8.88
2606037	INV903302	General Fund	03/24/2026	Centriworks INV903302 - 1/29/26	110-47212-269 - Community Development - Maint. - Other		65.00
2606038	INV903341	General Fund	03/24/2026	Centriworks INV903341 - 1/29/26	110-41500-269 - City Admin./Finance - Maint. - Other		17.78
				Centriworks INV903341 - 1/29/26	110-41640-269 - Information Technology - Maint. - Other		8.89
				Centriworks INV903341 - 1/29/26	110-42100-269 - Police - Maint. - Other		8.89
				Centriworks INV903341 - 1/29/26	110-42200-269 - Fire - Maint. - Other		8.89
				Centriworks INV903341 - 1/29/26	110-43170-269 - Fleet Maintenance - Maint. - Other		8.89
				Centriworks INV903341 - 1/29/26	110-44410-269 - Community Center - Maint. - Other		8.88

Receipt Register - Abridged
POPKT06014 - 2026 3-24 CC

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>17508 - Tim Webb</u>						1,086.00
2605933	4610	General Fund	03/24/2026	Letterhead and Envelopes	110-47212-220 - Community Development - Printing	220.00
2605935	4608	General Fund	03/24/2026	Adm Letterhead Second Sheets White ?Linen	110-41500-310 - City Admin./Finance - Office Supplies	85.00
2605936	4611	General Fund	03/24/2026	New letter head and envelopes	110-42400-220 - Public Works - Printing	220.00
2605971	4609	Water/Sewer	03/24/2026	Utility Letterhead and Envelopes New Logo	413-52316-220 - Utility Accounting - Printing	376.00
2606203	4613	General Fund	03/24/2026	Left Sided Window Envelopes-Checks	110-41500-220 - City Admin./Finance - Printing	185.00
<u>14532 - TN Dept. of Tourist Development</u>						200.00
2606147	TDTD-ABA-2620	General Fund	03/24/2026	SPONSORSHIP-ABA MARKET PLACE-TN DEPT TOURIST DEV	110-47210-237 - Tourism - Advertising	200.00
<u>17633 - Transportation Control Systems</u>						4,840.00
2602664	30683	General Fund	03/24/2026	Traffic contol boards for up-grade to the cabinets	110-43100-247 - Street - Street Lighting	4,840.00
<u>14575 - Travel South USA</u>						6,250.00
2605989	2353	General Fund	03/24/2026	COOPERATIVE MARKETING AGREEMENT: MICHELIN GUIDI	110-47210-237 - Tourism - Advertising	6,250.00
<u>14649 - TRPA</u>						65.00
2605141	2058	General Fund	03/24/2026	TRPA East District Workshop March 3-4, 2026	110-44710-148 - Parks Maintenance - Emp. Education & Training	65.00
<u>15048 - Truckers Lighthouse</u>						13,575.00
2603851	INV26354	General Fund	03/24/2026	Equipment New Vehicles	110-42100-261 - Police - Maint. - Vehicles	13,575.00
<u>20111 - Utilicom Supply Associates LLC</u>						2,030.00
2505455-R1	327591	General Fund	03/24/2026	Ped pole knock down to restock parts	110-43100-247 - Street - Street Lighting	2,030.00
<u>15762 - Vickers, Crisp, & Russell P.C.</u>						2,481.00
2606088	260112	General Fund	03/24/2026	Westside Connector Tract 29 Shular TN Holding Co.	110-41990-252 - Other General Govt. - Legal Services	1,641.00
2606108	260113	General Fund	03/24/2026	Westside Connector Tract 24 Keith Hamm/Janet Wear	110-41990-252 - Other General Govt. - Legal Services	840.00
<u>21380 - Volunteer Primary Care LLC</u>						2,215.00
2605190	1012 P.O. 2605190	General Fund	03/24/2026	Volunteer Fire Cole Frederick Physical	110-41990-251 - Other General Govt. - Medical	325.00
2605224	1012 P.O. 2605224	General Fund	03/24/2026	FT Fire Micah Rice Physical	110-41990-251 - Other General Govt. - Medical	215.00
2605226	1012 P.O. 2605226	General Fund	03/24/2026	FT Fire Garrett Whaley Physical	110-41990-251 - Other General Govt. - Medical	325.00
2605235	1012 P.O. 2605235	General Fund	03/24/2026	FT Fire Noah WyrickPhysical	110-41990-251 - Other General Govt. - Medical	325.00
2605239	1012 P.O. 2605239	General Fund	03/24/2026	FF Micah Rice Brday Act Cancer Screen	110-41990-251 - Other General Govt. - Medical	25.00
2605241	1012 P.O. 2605241	General Fund	03/24/2026	FF Jesse Day Brday Act Cancer Screen & HEP C HIV	110-41990-251 - Other General Govt. - Medical	75.00
2605266	1012 P.O. 2605266	General Fund	03/24/2026	FF Garrett Whaley Cancer Screen & HEPC/HIV Testing	110-41990-251 - Other General Govt. - Medical	75.00
2605293	1012 P.O. 2605293	General Fund	03/24/2026	FF Mathew McFalls Cancer Screening & HIV/HepC Test	110-41990-251 - Other General Govt. - Medical	75.00
2605362	1012	General Fund	03/24/2026	Fire Inspector Mike Oakley Physical	110-41990-251 - Other General Govt. - Medical	325.00
2605365	1012 P.O. 2605365	General Fund	03/24/2026	Fire Fighter Ismael Torres Physical	110-41990-251 - Other General Govt. - Medical	325.00
2605405	1012 P.O. 2605405	General Fund	03/24/2026	FF Ismael Torres Cancer Screen & HepC/HIV Testing	110-41990-251 - Other General Govt. - Medical	75.00
2606054	1012 P.O. 2606054	General Fund	03/24/2026	Testing for Micah Rice	110-42200-259 - Fire - Other Prof. Services	50.00

Receipt Register - Abridged
POPKT06014 - 2026 3-24 CC

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>15788 - Walters State Com. College</u>						
2606339	S0065879	General Fund	03/24/2026	Advanced EMT Class	110-42200-148 - Fire - Emp. Education & Training	6,040.00
						6,040.00
<u>21280 - Whaley Construction LLC</u>						
2606139	Ogle Drive bridge replac	General Fund	03/24/2026	Ogle Drive bridge replacement pay app #1	110-43100-900 - Street Capital Outlay	188,845.75
						188,845.75
<u>21774 - William Rose</u>						
2605932	Entertainment for Chuc	General Fund	03/24/2026	Entertainment for Chuck Wagon Cookoff 2026	110-47211-239 - Special Events - Other Publicity	600.00
						600.00
<u>05763 - WW Grainger Inc</u>						
2606301	9776455546	General Fund	03/24/2026	Hoses shop use + shipping	110-43170-329 - Fleet Maintenance - Other Operating Supplies	1,096.10
						1,096.10
<u>16618 - Zarc International, Inc.</u>						
2605929	2026/009693	General Fund	03/24/2026	Vexor Spray	110-42100-327 - Police - Fire Arm Supplies	885.60
						885.60
<u>12913 - Zipo, Inc Ramada</u>						
2605541	9030	General Fund	03/24/2026	Rooms for Chuck Wagon Cookoff 2026	110-47211-239 - Special Events - Other Publicity	5,969.60
						5,969.60
Report Total:						6,283,894.36

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Jason Brady

Department: LeConte Center

Item Caption: Agreement with Gresham Smith for professional engineer services to develop plans for the LeConte Center "River Parking Lot" to coordinate with the LeConte Center expansion.



Attachments: 24



Action Requested: Recommend Approval



Financial Summary



Budgeted Expense

Account Details:



Unbudgeted Expense

Details:



Not Applicable

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of February 16, 2026 (Effective Date) between City of Pigeon Forge (Owner) and **GRESHAM SMITH** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: City of Pigeon Forge – LeConte Center Egress Improvement Plan (Project).

Engineer's services for this Project are described as follows: Professional Engineering Services. Owner and Engineer further agree as follows:

ARTICLE 1 - SCOPE OF ENGINEER'S SERVICES. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General:

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement: Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion:

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. Disputed Invoices: If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes a legislative action that imposes sales or use taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such additional sales or use taxes, fees or charges for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes, fees or charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost: Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Intentionally Omitted*

5.03 Opinions of Total Project Costs: The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance:

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. Consultants: Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations or to Owner-provided written policies and procedures or the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Certifications: Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. General Conditions: The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Paragraph 6.12 herein.
- H. Contractor Work/Site Safety: Engineer shall not at any time supervise, direct, control, or have authority over any Contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to such Contractor's furnishing and performing of its work.
- I. Contractor Performance: Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Decisions: Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or

modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Surety: Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Compliance: While at the Site, Engineer's employees, Consultants and representatives shall comply with the specific applicable requirements of 's and Owner's safety programs of which Engineer has been informed in writing.
- M. Excluded: Engineer's services do not include: (1) providing legal advice or representation; (2) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; or (3) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances

6.02 Design Without Construction Phase Services: Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 Use of Documents:

- A. All Documents prepared by Engineer and its Consultants are instruments of service in respect to this Project, and Engineer and its Consultants shall retain an ownership and property interest therein of their respective documents (including the copyright and the right of reuse at their discretion) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form and signed or sealed by the Engineer or one of its Consultants.
- B. If Engineer is required to prepare or furnish Drawings or Specifications, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without

liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Electronic Transmittals

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- D. If Owner and Engineer intend to transmit through a secure Project website, then Owner and Engineer agree to use Engineer's digital document management software system (Newforma-Infoexchange) to which Engineer shall provide Owner and the Contractor access. Should Owner not agree to use Engineer's document management software or, at request of Contractor, Owner directs Engineer to use a different such software for transmission and management of construction phase documentation, Engineer's fees and time schedules shall be equitably adjusted. The protocols governing such transmissions, shall be as set forth in Digital Data Transmission Exhibit or Engineer's substitute document (AIA E202) attached hereto and incorporated herein. The Digital Model Execution Plan (DMEP) will be prepared by the modeling managers of the project participants, if required by the project team, but such technical document is not incorporated herein nor attached hereto as an Exhibit to this Agreement. Engineer's fee is based on the use of the Newforma software.

6.05 Insurance

- A. The parties shall procure and maintain insurance as set forth herein. Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Paragraph 6.05 G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement. Engineer shall provide Certificates of Insurance for three years beyond substantial completion of the project.
- B. Owner shall procure and maintain insurance as set forth herein. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as

loss payees on any property insurance policies carried by Owner which are applicable to the Specific Project.

- C. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the issuance of a Task Order and at renewals thereafter during the life of this Agreement.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such general and automobile liability and other insurance purchased and maintained by Contractor for the Project. This insurance shall be primary and non-contributory.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled without prior written notice pursuant to the policy provisions.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Paragraph 6.05 G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Paragraph 6.05 G will be supplemented to incorporate these requirements.
- G. The insurance required by Paragraph 6.05.A of this Agreement are as follows:
 - 1. By Owner and Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability:
 - Each Accident \$1,000,000
 - Disease, Policy Limit \$1,000,000
 - Disease, Each Employee \$1,000,000
 - c. General Liability:
 - Each Occurrence (Bodily Injury/Property Damage): \$2,000,000
 - General Aggregate: \$4,000,000
 - d. Excess or Umbrella Liability:
 - Each Occurrence \$3,000,000
 - General Aggregate \$3,000,000
 - e. Automobile Liability:
 - Combined Single Limit (Bodily Injury/Property Damage)

- | | | |
|--|---------------|-------------|
| | Each Accident | \$2,000,000 |
|--|---------------|-------------|
2. By Engineer only:
 - a. Professional Liability:

Each Claim Made	\$1,000,000
Annual Aggregate	\$1,000,000
- H. Additional Insureds
1. The following persons or entities are to be included on Owner's general liability policies of insurance as additional insureds, as provided in Paragraph 6.05.A: Engineer and Engineer's Consultants, including, but not limited to, Choose an item.: n/a
 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be included as an additional insured on Owner's general liability and property policies of insurance.

6.06 Suspension and Termination

- A. Suspension:
1. By Owner: Owner may suspend the Project for up to 90 cumulative days upon seven days written notice to Engineer.
 2. By Engineer: Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer, Owner has failed to pay Engineer for invoiced services and expenses as set forth herein, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.11 D.
- B. Termination: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 cumulative days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

- C. Effective Date of Termination: The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination:
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.C.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
- 6.07 Lien Rights: Within 15 days after receipt of a written request from the Engineer, the Owner shall furnish any requested information as necessary and relevant for the Engineer to evaluate, give notice of, or enforce lien rights. Evaluation, notice and enforcement of lien rights shall be determined at the Engineer's discretion.
- 6.08 Controlling Law: This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- 6.09 Successors, Assigns, and Beneficiaries:
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.09.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.09 C shall appear in the Contract Documents.

6.10 Claims and Dispute Resolution:

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures herein provided or exercising their rights under law. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the mediation procedures provided herein.
- B. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as mutually agreed by the parties. Request for mediation shall be filed in writing with the other party to this Agreement and shall include a list of no less than three nor more than six names, addresses and qualifications of industry-experienced mediators which the filing party will accept to conduct the mediation. The rules of mediation shall be established by the parties or the parties' counsel in conjunction with the mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- C. If such mediation is unsuccessful in resolving a Dispute, then either party may seek to have the Dispute resolved by a court of competent jurisdiction. In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover in accordance with State law.
- D. Owner and Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law in effect at the time this Agreement was executed, but in any case not more than 10 years after the date of Substantial Completion of the Work. Owner and Engineer waive all claims and causes of action not commenced in accordance with this Paragraph 6.10 D.

6.11 Environmental Condition of Site:

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other

professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.12 Allocation of Risk:

- A. Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, consultants, and employees from costs, losses, and damages arising out of or relating to the Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, employees, or Consultants.
- B. Indemnification by Owner: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against any and all costs, losses, and damages (including but not limited to reasonable fees and charges of all professionals, and all court or other dispute resolution costs) to the extent caused by the Owner or Owner's officers, directors, partners, employees, consultants or contractors with respect to this Agreement or the Project.
- C. Environmental Indemnification: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the

negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or this Agreement. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of this Paragraph, the Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, or any of them, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.
- G. Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement. Provided, however, if this Agreement is used as a master agreement to which separate projects are added by Task Orders, then the total liability of those named above shall not exceed the total compensation received by Engineer under such Task Order.
- H. Premium Cost: If, after the construction has begun, an error or omission is discovered and the item can still be provided in the planned sequence of construction without a premium cost to the Owner; then the Owner will pay for this entire item just as if it had been included in the original contract documents. If this error or omission is discovered out of sequence with the planned construction schedule resulting in a premium cost, then the Engineer will pay the premium cost to have this item corrected or included, while the Owner will pay the value of the item as if it had been included in the original contract documents. If such premium cost falls within two percent (2%) of the defined construction cost, then such cost shall be the responsibility of the Owner.

6.13 Miscellaneous Provisions:

- A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by

registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. Photographic or Artistic Representations: Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. Engineer shall be given reasonable access to the completed Project to make such representations. However, Engineer's material shall not include Owner's confidential or proprietary information if Owner has previously advised engineer in writing of the specific information considered by Owner to be confidential or proprietary. Owner shall provide professional credit for Engineer in Owner's promotional materials for the Project.
- G. Confidential or Business Proprietary. If the Engineer or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 6.13 G. This Section 6.13 G shall survive the termination of this Agreement.
 - 1. The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 6.13 G. In the event either party knows or reasonably believes that the other's "confidential" or "business proprietary" information has been subject to any circumstance where the security, integrity, or confidentiality of any of the other's "confidential" or "business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the

breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

2. “Confidential” or “business proprietary” information shall not include:
 - a. information which is now in the public domain, or which later enters the public domain, through no action on the receiving party’s part in violation of this Agreement;
 - b. information which was already in receiving party’s possession at the time of its disclosure;
 - c. information already in the possession of the receiving party at the time of disclosure and was not obtained from the disclosing party previously;
 - d. information later obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation or confidentiality to the disclosing party; or
 - e. information which may be necessary for the performance of services under this Agreement that is independently developed by the receiving party’s employees who had no access to or knowledge of the “confidential” or “business proprietary” information.
3. The parties agree that personally identifiable information (“PII”) will not be transmitted under this Agreement, except for the names and business contact information of personnel participating in the Project. In the event a party inadvertently shares PII beyond the scope of this Section 6.13 G, the other party will provide notice of the breach as soon as possible and will not have further responsibility for the other party’s breach of PII under this Agreement.

6.14 Special Provisions: Listed as follows or None as stated below:

n/a

ARTICLE 7 - DEFINITIONS

7.01 **Defined Terms.** Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

1. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
2. Agreement – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
3. Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. Construction Contract – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. Construction Cost – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. Constituent of Concern – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. Contract Documents – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. Contractor – The entity or individual with which the Owner has entered into a Construction Contract.
11. Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. Drawings – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. Effective Date – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. Engineer – The individual or entity named as such in this Agreement.
15. Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. Owner – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. PCBs – Polychlorinated biphenyls.
19. Petroleum – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

22. Record Drawings – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. Reimbursable Expenses – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. Resident Project Representative – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. Site – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. Subcontractor – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

Exhibit A, Engineer's Services

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative--Not Included

Exhibit E, Notice of Acceptability of Work--Not Included

Exhibit F, Not Used

Exhibit G, Amendment to Owner-Engineer Agreement

☐ Digital Data Transmission Exhibit

OR

☐ AIA E202

8.02 Total Agreement: This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit F to this Agreement.

8.03 Designated Representatives: With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications: Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04: "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution; "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, the Effective Date of which is indicated on page 1.

OWNER: City of Pigeon Forge

Designated Representative (8.03A)

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Address for Giving Notices:

ENGINEER: GRESHAM SMITH

Designated Representative (8.03A)

By: _____

Name: Patrick Fiveash

Title: Principal

Title: Project Manager

Date: _____

Phone: 865-299-6130

Email: patrick.fiveash@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400
Nashville, TN 37201-2308

EXHIBIT A – Scope of Services

Task 1: Project Management and Coordination

Gresham Smith will manage this project for LeConte Center at Pigeon Forge following all applicable Tennessee Department of Transportation (TDOT), standards, methods, and procedures. Project progress meetings will be conducted with LeConte Center at Pigeon Forge either in person or by teleconference to provide project status.

Deliverables: Meeting minutes

Task 2: Data Gathering

Data Gathering

- A. GIS based collection of the physical constraints of the existing built parking lot Sections A,B, and E.
 - EOP
 - Curb Lines
 - Landscaped Areas
 - Drainage
 - Ex Trolley stops and ped bridge access.
 - EOP of Teaster Lane
 - Topo of slope at old 'pond' lot.
- B. Incorporation of proposed plan to topographic survey to perform layout options.

Task 3: General flow improvements based on layout configuration:

Site Plan Adjustments

- A. Explore geometric improvements to address the following:
 - Adjustment to accommodate safer pedestrian egress into the parking lot.
 - Potential Bus staging areas without perceived reduction in parking
 - Trolley staging, egress, ingress (serving upper lot)
 - This phase includes up to 2 additional meetings with city staff to vet working ideas.
- B. Presentation to city with options for improvements and discussion of phase two evaluation

Task 4: Event/Site Observations

This phase is focused on the performance of the access points along Teaster Lane and to a lesser extent, Island Drive

*We are not considering options to increase vehicular traffic along island drive.

- Initial research and review of traffic data readily available through public sources and/or through the Client
- Conduct initial site visit to include the following:
 - Meet with LeConte Center staff to review critical issues, goal and objectives for the study.
 - Perform field observations of background traffic during peak hours.
 - Perform field observations of ingress/egress of pedestrians and traffic on typical event day.
- Conduct follow-up site visit to include the following:
 - Perform field observations of traffic on “high attendance” event day
- Capture Aerial Drone footage of traffic
- Compile meeting/site visit notes summarizing professional opinion of pedestrian and traffic related issues moving forward with the proposed site plan and event management plan.

Meet with city and discuss finding and design direction moving into phase 3

Task 5: Development of final construction documents and/or intersection improvement plan

***Scope to be developed once improvements are agreed upon with owner**

Task 6: Perform CEI Services

***Scope to be developed once improvements are agreed upon with owner**

ADDITIONAL SERVICES NOT INCLUDED IN SCOPE

If requested by the CLIENT, Gresham Smith will be available, through negotiation of a supplemental agreement, to perform additional services beyond those described in in the scope of services above. These additional services may include, but not be limited to the following:

- Construction plans and bidding documents (Future Task 5).
- CEI Services (Future Task 6)
- Analysis at additional intersections not included above.
- Attendance of additional meetings with maintaining agencies (via phone, video or in person)
- Architectural or landscape renderings of development
- Turn lane design lengths or plans
- Curb design (for median barrier or barriers within the driveway)
- Access Connection Permitting
- Traffic Signal Design or Modifications

EXHIBIT B - Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
 - C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
 - D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.
 - 1. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 2. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - 3. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 - 4. Data or consultations as required for the Project but not otherwise identified in this Agreement.

- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating,

insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: n/a

EXHIBIT C – COMPENSATION

The following lump sum fee is estimated for the above scope of services:

	<u>Fee</u>
Task 1. Project Management	\$2,000.00
Task 2. Data Gathering	\$6,720.00
Task 3. General Flow Improvements	\$10,840.00
Task 4. Event/Sit Observations	\$4,600.00
Task 5. Final Bidding Documents	TBD
Task 6. CEI	TBD
Total Fee	\$24,160.00

WORK SCHEDULE

Upon approval and a notice to proceed of the above professional services scope of work Gresham Smith will complete the scope of work within three (3) months of the notice to proceed. This schedule is dependent upon a review time.

EXHIBIT G – Amendment to Owner-Engineer Agreement

Amendment No. Click or tap here to enter text.

The Effective Date of this Amendment is: Click or tap here to enter text.

Background Data

Effective Date of Owner-Engineer Agreement: Click or tap here to enter text.

Owner: Click or tap here to enter text.

Engineer: Click or tap here to enter text.

Project: Click or tap here to enter text.

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications: Click or tap here to enter text.

Agreement Summary: Click or tap here to enter text.

Original agreement amount: \$Click or tap here to enter text.

Net change for prior amendments: \$Click or tap here to enter text.

This amendment amount: \$Click or tap here to enter text.

Adjusted Agreement amount: \$Click or tap here to enter text.

Change in time for services (days or date, as applicable): Click or tap here to enter text.

The foregoing Agreement Summary is for reference only and only modifies any amount as to this Amendment.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

In witness whereof, the parties have caused their duly authorized representatives to execute this Amendment as of the date shown below.

OWNER:

Click or tap here to enter text.

ENGINEER:

Click or tap here to enter text.

By: _____

Print name: _____

Title: _____

Date: _____

By: _____

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap here to enter text.

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Martin Cross

Department: Public Works Department

Item Caption: Bid Specifications for a new storage building for equipment used in the collection system rehabilitation program and wastewater treatment plant were transmitted to qualified contractors on February 19th.

The low bid was submitted by Citadel Construction in the amount of \$774,950. The total project cost of \$919,450 includes an allowance of 144,500 for site and engineering work.



Attachments: Bid tabulation



Action Requested: Recommend Approval



Financial Summary



Budgeted Expense

Account Details: A total of \$640,000 is available in the 2025-2026 Capital Budget for this project. A budget of \$340,000 was included for storage building



Unbudgeted Expense

Details: \$279,450.00 of the total 919,450.00 is unbudgeted



Not Applicable

Metal Building WWTP
March 12, 2026

Bidder	Bid
Lamon & McDaniel PO Box 4639 Maryville, TN 37802	1,083,506.60
B&B of TN, Inc 18231 Alberta Street Oneida, TN 37841	877,200.00
Citadel Construction 1866 Country Meadows Dr Sevierville, TN 37862	774,950.00
C Laney & Sons Const. 1716 Newport Hwy Sevierville, TN 37876	805,000.00
MB& R Contractors 4656 Old Lowland Rd Morristown, TN 37813	1,060,428.64
George W Reagan Co 1700 Grainger Avenue Knoxville, TN 37917	788,756.00
Skilled Services Quality Const 2800 Hoitt Avenue Knoxville, TN 37917	783,700.00
Holston Construction 1719 N 6th Avenue Knoxville, TN 37917	865,836.00

Citadel Construction recommended.

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Cory Newman

Department: Public Works Department

Item Caption: Change Orders 1, 2 and 3 for the Scope of Work Revisions to the contract with Garney for the Douglas Lake In-take Project. These change orders remove contingency from the existing GMP's and add material procurement to help ensure all ARPA funds are spent in accordance with funding requirements.



Attachments: 8



Action Requested: Recommend Approval



Financial Summary



Budgeted Expense

Account Details: TDEC Grant/Water-Sewer Fund



Unbudgeted Expense

Details:



Not Applicable

CHANGE ORDER

No. 1

DATE OF ISSUANCE 2/19/2026

EFFECTIVE DATE

OWNER City of Pigeon Forge

CONTRACTOR Garney

Contract: Construction Manager at Risk for Raw Water Intake and Transmission Main

Project: Raw Water Intake – GMP #1

OWNER's Contract No. PGF301

ENGINEER's Contract No. PGF301

ENGINEER LDA Engineering

You are directed to make the following changes in the Contract Documents.

Description: Purchase of materials for future GMP packages.

Reason for Change Order: The utilization of the contingencies allocated for the project will be used to purchase materials.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$ <u>\$5,418,010.80</u>
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to No. <u>1</u>
\$ <u>\$0</u>
Contract Price prior to this Change Order
\$ <u>\$5,418,010.80</u>
Net Increase (decrease) of this Change Order
\$ <u>\$0</u>
Contract Price with all approved Change Orders
\$ <u>\$5,418,010.80</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: <u>N/A</u>
Substantial Completion: <u>N/A</u>
Ready for final payment: <u>N/A</u>
(days or dates)
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u>
Substantial Completion: <u>N/A</u>
Ready for final payment: <u>N/A</u>
(days)
Contract Times prior to this Change Order
Substantial Completion: <u>N/A</u>
Ready for final payment: <u>N/A</u>
(days or dates)
Net Increase (decrease) of this Change Order
Substantial Completion: <u>N/A</u>
Ready for final payment: <u>N/A</u>
(days)
Contract Times prior to this Change Order
Substantial Completion: <u>N/A</u>
Ready for final payment: <u>N/A</u>
(days or dates)

RECOMMENDED:

BY: Matthew Davis

ENGINEER (Authorized Signature)

DATE: 3/16/2026

APPROVED:

BY:

OWNER (Authorized Signature)

DATE:

ACCEPTED

BY: [Signature]

DATE: 3/13/2026

PGF301

00640 - 1

EJCDC No.1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications.

GMP 01 - Change Order 01				
Description	QTY	UNIT	UNIT COST	COST
Div 33- Water Utilities- 30" Discharge Header-Buried O/S RWPS				
30 X 16 Mechanical Joint C153 Tee Less Accessories	4	EA	\$ 3,960.84	\$ 15,843.36
30 X 8 Mechanical Joint C153 Tee Less Accessories	1	EA	\$ 3,053.51	\$ 3,053.51
30 CL350 Cement Lined Ductile Iron Flex Ring Pipe	220	FT	\$ 356.17	\$ 78,357.40
30 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK	28	EA	\$ 1,228.01	\$ 34,384.28
16 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK	12	EA	\$ 247.58	\$ 2,970.96
16 CL350 Cement Lined Ductile Iron FLEX RING Pipe	60	FT	\$ 136.28	\$ 8,176.80
16X6'0 Flange X PE Cement Lined Bituminous Tar Ductile Iron Spool	4	EA	\$ 2,711.96	\$ 10,847.84
16 Ductile Iron C110 125# BLND Flange	4	EA	\$ 611.66	\$ 2,446.64
16 316 SS 150# FF 1/8 EPDM FLG BNG KIT	4	EA	\$ 165.00	\$ 660.00
16 Mechanical Joint C153 90 BEND Less Accessories	4	EA	\$ 941.98	\$ 3,767.92
BFV, 24", MJ-CL 150 Body, rated 250PSI w/ 630 SS Shaft, Geared for Buried Service	2	EA	\$ 11,410.81	\$ 22,821.62
24 Mechanical Joint C153 Solid PLUG	2	EA	\$ 1,130.13	\$ 2,260.26
Material Subtotal w/o Tax				\$ 185,590.59
General Conditions	1	LS	\$ 44,772.97	\$ 44,772.97
Materials Subtotal Cost				\$ 185,590.59
Sales Tax on Materials				\$ 18,095.08
SUBTOTAL COSTS W/ TAX				\$ 203,685.67
General Conditions				\$ 44,772.97
GMP 01 SUBTOTAL				\$ 248,458.64
Construction Fee (8%)				\$ 19,876.69
GMP 01 COSTS W/ Construction Fee				\$ 268,335.33
Franchise Tax (0.67%)				\$ 1,664.67
TOTAL				\$ 270,000.00
GMP 01 Contingency				\$ (270,000.00)
TOTAL GMP 01 CHANGE ORDER				\$ -

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EJCDC No.1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications

CHANGE ORDER

No. 2

DATE OF ISSUANCE	<u>3/13/2026</u>	EFFECTIVE DATE	
OWNER	<u>City of Pigeon Forge</u>		
CONTRACTOR	<u>Garney</u>		
Contract:	<u>Construction Manager at Risk for Raw Water Intake and Transmission Main</u>		
Project:	<u>Raw Water Intake – GMP #2</u>		
OWNER's Contract No.	<u>PGF301</u>	ENGINEER's Contract No.	<u>PGF301</u>
ENGINEER	<u>LDA Engineering</u>		

You are directed to make the following changes in the Contract Documents.

Description: Purchase of materials for future GMP packages.

Reason for Change Order: The utilization of the contingencies allocated for the project will be used to purchase materials.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times: <u>N/A</u>
\$ <u>\$3,472,834.00</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
	(days or dates)
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to No. <u>2</u>	Net changes from previous Change Orders No. <u>1</u> to No. <u>2</u>
\$ <u>\$0</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
	(days)
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ <u>\$3,472,834.00</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
	(days or dates)
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$ <u>\$0</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
	(days)
Contract Price with all approved Change Orders	Contract Times prior to this Change Order
\$ <u>\$3,472,834.00</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
	(days or dates)

RECOMMENDED:

BY: Matthew Dave
ENGINEER (Authorized Signature)

DATE: 3/16/2026

APPROVED:

BY: _____
OWNER (Authorized Signature)

DATE: _____

ACCEPTED:

BY: [Signature]
DATE: 3/13/2026

PGF301

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EJCDC No.1910-8-B (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications.

GMP 02				
Description	QTY	UNIT	UNIT COST	COST
Install 36-Inch Carrier Pipe, Airburst & Pneumatic Pipe and Grout				
36" STEEL INLET PIPE	210	LF	\$ 523.81	\$ 110,000.00
36" MANIFOLD PIPING	1	LS	\$ 70,000.00	\$ 70,000.00
				\$ 180,000.00
Material Subtotal w/o Tax				\$ 180,000.00
General Conditions	1	LS	\$ 32,504.30	\$ 32,504.30
Materials Subtotal Costs				\$ 180,000.00
Sales Tax on Materials				\$ 17,550.00
Subtotal Costs w/ Tax				\$ 197,550.00
General Conditions				\$ 32,504.30
GMP 02 Subtotal				\$ 230,054.30
Construction Fee (8%)				\$ 18,404.34
GMP 02 Costs w/ Construction Fee				\$ 248,458.64
Franchise Tax (0.67%)				\$ 1,541.36
Total				\$ 250,000.00
GMP 02 Contingency				\$ (250,000.00)
Total GMP 02 Change Order				\$ (0.00)

CHANGE ORDER

No. 3

DATE OF ISSUANCE	<u>3/13/2026</u>	EFFECTIVE DATE	
OWNER	<u>City of Pigeon Forge</u>		
CONTRACTOR	<u>Garney</u>		
Contract:	<u>Construction Manager at Risk for Raw Water Intake and Transmission Main</u>		
Project:	<u>Raw Water Intake – GMP #3</u>		
OWNER's Contract No.	<u>PGF301</u>	ENGINEER's Contract No.	<u>PGF301</u>
ENGINEER	<u>LDA Engineering</u>		

You are directed to make the following changes in the Contract Documents.

Description: Purchase of materials for future GMP packages.

Reason for Change Order: The utilization of the contingencies allocated for the project will be used to purchase materials.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times: <u>N/A</u>
\$ <u>\$11,961,344.11</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
	(days or dates)
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to No. <u>1</u>	Net changes from previous Change Orders No. <u>2</u> to No. <u>3</u>
\$ <u>\$0</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
	(days)
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ <u>\$11,961,344.11</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
	(days or dates)
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$ <u>\$0</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
	(days)
Contract Price with all approved Change Orders	Contract Times prior to this Change Order
\$ <u>\$11,961,344.11</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
	(days or dates)

RECOMMENDED:

BY: *Matthew Dave*
ENGINEER (Authorized Signature)

DATE: 3/16/2026

APPROVED:

BY: _____
OWNER (Authorized Signature)

DATE: _____

ACCEPTED:

BY: *[Signature]*
DATE: 3/13/2026

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EJCDC No. 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications

GMP 03				
Description	QTY	UNIT	UNIT COST	COST
Boat Launch Road Monitoring				
Road Monitoring	1	LS	\$ 49,024.80	\$ 49,024.80
				\$ 49,024.80
Install 36-Inch Carrier Pipe, Airburst & Pneumatic Pipe and Grout				
6 Stainless Steel Schedule 40 304L A312 Weld Pipe	400	LF	\$ 60.00	\$ 24,000.00
6" X 18" STS Nipples 304 SST Vic & Vic (Seal into 8" Transition Bulkhead Sleeves)	2	EA	\$ 690.79	\$ 1,381.58
6 Mechanical Joint Resilient Wedge Ductile Iron Open Right GATE Valve Less Accessories	2	EA	\$ 1,148.22	\$ 2,296.44
				\$ 27,678.02
Marine- Install Intake Header and Screen Assembly				
INTAKE HEADER SUPPORT STRUCTURE	1	LS	\$ 36,590.39	\$ 36,590.39
168.3MM GRIP EPDM SS W/ SS SI 6" IPS W5 STRAUB	24	EA	\$ 485.00	\$ 11,640.00
6 X 18 Stainless Steel 304 Schedule 40 GRV X GRV Nipple	2	EA	\$ 690.79	\$ 1,381.58
6 Mechanical Joint Resilient Wedge Ductile Iron Open Right GATE Valve Less Accessories	2	EA	\$ 1,148.22	\$ 2,296.44
6 Stainless Steel Schedule 40 304L A312 Weld Pipe	60	FT	\$ 60.00	\$ 3,600.00
6 Stainless Steel Schedule 40 304L LR 90 Elbow A403WPW	7	EA	\$ 166.73	\$ 1,167.11
6 Stainless Steel Schedule 40 304L SR 90 Elbow A403WPW	7	EA	\$ 196.37	\$ 1,374.59
6 Stainless Steel 304L 150# Raised Face SO Flange	6	EA	\$ 215.08	\$ 1,290.48
6 Stainless Steel 304L 150# STD Raised Face Weldneck Flange	6	EA	\$ 144.40	\$ 866.40
6 304 SS 150# FF 1/8 EPDM FLG BNG KIT	4	EA	\$ 79.03	\$ 316.12
6 SS PIPE CUTTING FEE	8	EA	\$ 50.00	\$ 400.00
6 SS ROLL GRV FEE	2	EA	\$ 100.00	\$ 200.00
Air Burst System- Control Panel, Valves, Receiver, Comp	1	LS	\$ 130,980.00	\$ 130,980.00
36" FL Outlet X 42" L X 152" D Screens 304 SST	2	EA	\$ 60,580.00	\$ 121,160.00
36" FL Butterfly Valves for Screen Isolation Manual Operator	2	EA	\$ 33,195.00	\$ 66,390.00
Geofirma - (6) 10.75" Micropiles	1	LS	\$ 35,000.00	\$ 35,000.00
				\$ 414,653.11
Div 33- Water Utilities- 30" Discharge Header-Buried O/S RWPS				
8 CL350 Cement Lined Ductile Iron FLEX RING Pipe	80	FT	\$ 52.82	\$ 4,225.60
8 Mechanical Joint C153 45 BEND Less Accessories	3	EA	\$ 160.08	\$ 480.24
8 Mechanical Joint C153 90 BEND Less Accessories	4	EA	\$ 195.32	\$ 781.28
8 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK	16	EA	\$ 72.50	\$ 1,160.00
30 Mechanical Joint C153 45 BEND Less Accessories	8	EA	\$ 3,281.09	\$ 26,248.72
30 X 24 Mechanical Joint C153 Reducer Less Accessories	2	EA	\$ 1,976.54	\$ 3,953.08
2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water	2	EA	\$ 120.00	\$ 240.00
8" Cla-Val 52-01BPVKCX w/ F-76, DI Body, SS Trim, Epoxy Coat, SS T&F, 150# Flanged	1	EA	\$ 27,250.00	\$ 27,250.00
24 X 15 Mechanical Joint C153 Long Sleeve Less Accessories	1	EA	\$ 1,366.67	\$ 1,366.67
24 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK	6	EA	\$ 553.24	\$ 3,319.44

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EJCDC No. 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications

24 CL350 Cement Lined Ductile Iron Flex Ring Pipe	20	FT	\$ 227.46	\$ 4,549.20
54X210 8M V BIO POLYWRAP 24 DIP	1	EA	\$ 807.33	\$ 807.33
				\$ 74,381.56
24" Waterline (STA. 0+00 - 4+80)				
24 CL350 Cement Lined Ductile Iron Flex Ring Pipe	500	LF	\$ 227.46	\$ 113,730.00
24 Mechanical Joint C153 11-1/4 BEND Less Accessories	5	EA	\$ 1,397.14	\$ 6,985.70
24 Mechanical Joint C153 22-1/2 BEND Less Accessories	1	EA	\$ 1,832.12	\$ 1,832.12
24 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK	12	EA	\$ 553.24	\$ 6,638.88
54X210 8M V BIO POLYWRAP 24 DIP	3	EA	\$ 807.33	\$ 2,421.99
BFV, 24", MJ-CL 150 Body, rated 250PSI w/ 630 SS Shaft, Geared for Buried Service	2	EA	\$ 11,389.00	\$ 22,778.00
				\$ 154,386.69
24" Waterline (STA. 4+80 - 10+00)				
24 CL350 Cement Lined Ductile Iron Flex Ring Pipe	540	LF	\$ 227.46	\$ 122,828.40
24 Mechanical Joint C153 22-1/2 BEND Less Accessories	3	EA	\$ 1,832.12	\$ 5,496.36
24 Mechanical Joint C153 11-1/4 BEND Less Accessories	1	EA	\$ 1,397.14	\$ 1,397.14
2 APCO ASV Air/Vacuum Valve	1	EA	\$ 1,264.02	\$ 1,264.02
4 FT DOG HOUSE MANHOLE, F&C, & DELIVERY	1	EA	\$ 7,075.00	\$ 7,075.00
24 Mechanical Joint C153 45 BEND Less Accessories	2	EA	\$ 1,983.60	\$ 3,967.20
24 316 SS 150# FF 1/8 EPDM FLG BNG KIT	1	EA	\$ 757.40	\$ 757.40
24 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK	12	EA	\$ 553.24	\$ 6,638.88
2" Brass Ball Valve IPT	1	EA	\$ 117.69	\$ 117.69
2" X 4" Brass IPT Nipples	2	EA	\$ 26.54	\$ 53.08
2" X 24" Tapping Saddle	1	EA	\$ 191.85	\$ 191.85
				\$ 149,787.02
Flow Meter Vault				
12'x12' FLOW METER VAULT	1	LS	\$ 36,052.00	\$ 36,052.00
8'X6' HATCH	1	LS	\$ 10,672.00	\$ 10,672.00
BFV, 24", CL125# FLG rated 250PSI w/ 630 SS Shaft, Geared W/ Handwheel	2	EA	\$ 12,281.33	\$ 24,562.66
TYPE 2 PIPE SUPPORTS	2	EA	\$ 1,838.08	\$ 3,676.16
24 X 15 Mechanical Joint C153 Long Sleeve Less Accessories	4	EA	\$ 1,366.67	\$ 5,466.68
24X10-3/16 FLGXFLG	2	EA	\$ 3,344.74	\$ 6,689.48
24X8 FLGXFLG	2	EA	\$ 3,344.74	\$ 6,689.48
24X6' FLGXPE	4	EA	\$ 4,501.00	\$ 18,004.00
24" FLG KIT	12	EA	\$ 757.40	\$ 9,088.80
24 Dismantling Joint Epoxy Coated 316 SS Bolts Nuts Tie-Rods	2	EA	\$ 3,874.00	\$ 7,748.00
24 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK	8	EA	\$ 553.24	\$ 4,425.92
				\$ 133,075.18
24" Waterline EX. (STA. 0+00 - 1+80)				
24 CL350 Cement Lined Ductile Iron Flex Ring Pipe	160	LF	\$ 227.46	\$ 36,393.60
24 Mechanical Joint C153 11-1/4 BEND Less Accessories	1	EA	\$ 1,397.14	\$ 1,397.14
24 Mechanical Joint C153 45 BEND Less Accessories	2	EA	\$ 1,983.60	\$ 3,967.20

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EJCDC No. 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications

24 X 15 Mechanical Joint C153 Long Sleeve Less Accessories	1	EA	\$ 1,366.67	\$ 1,366.67
24 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK	11	EA	\$ 553.24	\$ 6,085.64
54X210 8M V BIO POLYWRAP 24 DIP	1	EA	\$ 807.33	\$ 807.33
				\$ 50,017.58
Materials Subtotal w/o Tax				\$ 1,053,003.96
General Conditions	1	LS	\$ 292,955.68	\$ 292,955.68
Materials Subtotal Costs				\$ 1,053,003.96
Sales Tax on Materials				\$ 102,667.89
Subtotal Costs w/ Tax				\$ 1,155,671.85
General Conditions				\$ 292,955.68
GMP 03 Subtotal				\$ 1,448,627.53
Construction Fee (8%)				\$ 115,890.20
GMP 03 Costs w/ Construction Fee				\$ 1,564,517.73
Franchise Tax (0.67%)				\$ 10,482.27
Total				\$ 1,575,000.00
GMP 03 Contingency				\$ (1,575,000.00)
Total GMP 03 Change Order				\$ -

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EJCDC No. 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Rob Ogle

Department: Information Technology

Item Caption:

I recommend the budgeted purchase of G5 VORP ENERGY MDT SOLAR SURVEILLANCE WITH 1600W SOLAR ARRAY for the IT Department from Insight Public Sector utilizing the OMNIA Partners Contract #4400006644 in amount of \$36,152.03.



Attachments:



Action Requested: Recommend Approval



Financial Summary



Budgeted Expense

Account Details: Budget Line 945-09



Unbudgeted Expense

Details:



Not Applicable

Account name: 10379897

CITY OF PIGEON FORGE
PO BOX 1350
PIGEON FORGE TN 37868-1350

SHIP-TO

CITY OF PIGEON FORGE
ACCOUNTS PAYABLE
225 PINE MOUNTAIN RD
PIGEON FORGE TN 37863-3321

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0229074875](#)
Document Date : 31-DEC-2025
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Phone : +18004674448
Sales Rep 2 : Janine Mackey
Email : JANINE.MACKEY@INSIGHT.COM
Phone : +18136377044

Material	Material Description	Quantity	Unit Price	Extended Price
MDT-1600	G5 VORP ENERGY MDT SOLAR SURVEILLANCE WITH 1600W SOLAR ARRAY INCLUDES: RUGGED BEDLINER TEXTURE (2) 200AH 12V SLA BATTERIES 18A TELESCOPIC MAST W/ (1) 18-2 POWER REMOTE MONITOR AND POWER CYCLE *REQUIRES FORKLIFT FOR DELIVERY* (SOLAR SPEC MAY RANGE FROM 370-415W) OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 30911.99 Discount: 12.312%	1	27,106.03	27,106.03
M-ACC-2CAT5	COILED CABLE UPGRADE FOR MDT SOLAR SURVEILLANCE TRAILER REPLACES STANDARD CABLE WITH UPGRADED CABLE, WHICH HAS: (2) CAT5 DATA CABLE & (4) 16 GAUGE POWER OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1097.99 Discount: 49.660%	1	552.73	552.73
M-ACC-BATT	DOUBLE BATTERY CAPACITY UPGRADE INCLUDES: (2) ADDITIONAL 200AH 12V SLA OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1681.99 Discount: 20.595%	2	1,335.59	2,671.18
AL-1.1	ALUMINUM POWDER COATED TOP OF MAST 10.5W X 14H X 7D INCLUDES 24VDC COOLING AND QUICK DISCONNECTS FOR COILED CABLE AND 3 PIN POWER OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 913.99 Discount: 16.693%	1	761.42	761.42

Material	Material Description	Quantity	Unit Price	Extended Price
VE-DINPOE5	RUGGED 5 PORT GIGABIT POE SWITCH: DIN RAIL MOUNT, 4 PORT POE / 1 UPLINK INPUT: 10-36 - OUTPUT: 802.3AF/AT - 70W MAX OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 512.99 Discount: 9.295%	2	465.31	930.62
VE-DC/DC-2456P-70W	24VDC TO HIGH POE GIGABIT INJECTOR INPUT: 18-36VDC, OUTPUT: 56V HIGH POE @ 70 WA OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 345.99 Discount: 20.775%	1	274.11	274.11
VE-DC/DC-24	12/24 VDC TO 24V POE INJECTOR INPUT: OUTPUT: 24V PASSIVE POE @ 19W OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 113.99 Discount: 9.457%	1	103.21	103.21
M-T-ASSEMBLE	TRAILER AXEL AND JACK ASSEMBLY *FENDERS LIGHT BAR MUST BE BOLTED ON AAER (THIS OPHON REQUIRES SHIPPING ON A TRAILER) OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 724.99 Discount: 23.760%	1	552.73	552.73
SHIPPING-VORP	SHIPPING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3959.99 Discount: 19.192%	1	3,200.00	3,200.00
			Product Subtotal	32,952.03
			Services Subtotal	3,200.00
			TAX	0.00
			Total	36,152.03

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Janine Mackey
+18136377044
JANINE.MACKEY@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector. Equipment to be powered - Any changes made to this Equipment list will need a new quote

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/24/26

Submitted by: Marcia Nelson

Department: Public Library

Item Caption: Tennessee's America250 Grant - Patriot Banners Project
Grant contract runs July 1, 2026 through June 30, 2027



Attachments: Grant Contract



Action Requested: Recommend Approval



Financial Summary

☐

Budgeted Expense

Account Details:

☒

Unbudgeted Expense

Details: The city was awarded \$9,713 to be used for patriot banners to be displayed on The Parkway in June and July 2026. The department of tourism and library will oversee the project and the street department will install the banners.

☐

Not Applicable



ENDOWMENT GRANT CONTRACT

Begin Date 7/1/25	End Date 6/30/26	Agency Tracking # 31627-250	Edison ID 89231		
Public Chapter 530	Bill # HB1409	Section 36	Item 30		
Grantee Legal Entity Name City of Pigeon Forge			Edison Vendor ID		
Service Caption (one line only) Semi Quincentennial Celebration					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$9,713.50	0	0	0	\$9,713.50
TOTAL :	\$9,713.50	0	0	0	\$9,713.50
Grantee Selection Process Summary					
☒ Competitive selection		Grantee organizations applied for funding via a competitive process requiring submission of applications during a specific cycle. Each application included project descriptions, supporting project budget and agency operating budgets. Applications were reviewed by TSM staff and assessed by other subject matter experts. The members of the Tennessee Commission for the U.S. Semiquincentennial reviewed and provided the final approval.			
☐ Non-competitive selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - EG		
Speed Chart (optional) SM39		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE STATE MUSEUM
AND
CITY OF PIGEON FORGE**

This Grant Contract, by and between the State of Tennessee, Tennessee State Museum, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Pigeon Forge hereinafter referred to as the "Grantee," is for the provision of Semi Quincentennial Celebration , as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.

Grantee Place of Incorporation or Organization: Pigeon Forge, TN

Grantee Edison Vendor ID #

Scope 1:

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. To support the TN Semiquincentennial Celebration (America250 or TN250) – Funding was included in the Governor's budget to the State Museum to support Tennessee's participation in the United States Semiquincentennial Celebration. The TN Semiquincentennial Commission developed a grant program for organizations across the state to apply for funding to promote and market the celebration in their respective areas.
- A.3. The Tennessee Commission for the United States Semiquincentennial offers two grant opportunities for organizations and communities centered around Tennessee's unique stories.
- A.4. Service Description. To utilize funding in preparation and celebration for the TN Semiquincentennial.
- A.5. Archival Support
 - a. Collection Maintenance. It is acceptable to replace or purchase archival supplies to improve the storage conditions, operations, or public accessibility of archival collections, particularly those related to TN Semiquincentennial and Tennessee's role leading to that event. Such as the following:
 - 1) Archival shelving units
 - 2) Acid-free, lignin-free folders and boxes
 - 3) Other necessary archival supplies or environmental monitoring devices
 - 4) Contracted conservation treatments
 - 5) Hiring part-time workers to process collections or to plan digitization projects
 - 6) Improving online access to collections through digitization
 - b. Collection Preservation and Professional Development. It is acceptable to improve preservation of and access to Tennessee's historical records (including digitization), especially those that highlight Tennessee's contributions to TN Semiquincentennial and the founding of the United States. This includes educating and training records custodians and supporting archival program development and enhancement. Such as for the following:

- 1) Technology: This sub-category provides funding for hardware, software, peripherals, and other technology items used/needed to create online digital collections, especially those related to Tennessee's role in the founding of the United States.
- 2) Training: This sub-category provides funding for registration costs for webinars or workshops related to conservation, digitization, and digital project planning for archivists and museum personnel.
- 3) Contracted Services: This sub-category provides funding to hire a vendor or independent contractor for digitization or conservation services, particularly for work on collections that highlight Tennessee's contributions to America's founding. Include a vendor quote for these services with your application.
- 4) Contract/Part-Time Archivist: This sub-category provides funding to hire a contract or part-time archivist for the duration of the grant period to scan documents and create corresponding metadata for collections related to Tennessee's history and America 250.

A.6. Historic Preservation. It is acceptable to support historic preservation projects that focus on interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. Such as for the following:

- a. Historic Structure Restoration and Repair
- b. Historic Cemetery Restoration

A.7. Exhibition and Programs. It is acceptable to support exhibitions and programs that focus on interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. SA.6 such as the following:

- a. Public exhibitions, both long-standing and temporary, that support the themes of the nation's anniversary
- b. Educational lectures or symposia related to the Semiquincentennial
 - 1) Community history projects, including oral histories
 - 2) Conferences and symposia
 - 3) Festivals and performances
 - 4) Lectures and lecture series

A.8. Media Programs. It is acceptable to support media programs that focus on marketing, interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. Such as the following:

- a. production support of films
- b. videos,
- c. television,
- d. radio,
- e. podcasts,
- f. websites, or
- g. digital media

- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Grantee Application) incorporated to elaborate supplementary scope of services specifications.

Scope 2:

A. SCOPE OF SERVICE AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. To support the TN Semiquincentennial Celebration (America250 or TN250) – Funding was included in the Governor's budget to the State Museum to support Tennessee's participation in the United States Semiquincentennial Celebration. The TN Semiquincentennial Commission developed a grant program for organizations across the state to apply for funding to promote and market the celebration in their respective areas.
- A.3. The Tennessee Commission for the United States Semiquincentennial offers two grant opportunities for organizations and communities centered around Tennessee's unique stories.
- A.4. Service Description. To utilize funding in preparation and celebration for the TN Semiquincentennial.
- A.5. Community Support Groups. To assist with two or more collaborating in their TN Semiquincentennial activities, such as:
- a. county/ municipality organizations
 - b. non-profit 501(c) and 501(a) organizations
 - c. local historical societies,
 - d. libraries,
 - e. museums
 - f. other applicable organizations
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Grantee Application) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed nine thousand seven hundred thirteen dollars and fifty cents (\$9,713.50) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within sixty (60) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
 - a. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State.



GRANTEE SIGNATURE
3/16/20

DATE
David Wear, City Manager

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE MUSEUM:

Ashley Howell, Executive Director

DATE

The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be emailed to the respective party as set out below:

The State:

Carrie Tipton, America 250 Coordinator
Tennessee State Museum
TN250@tn.gov
Telephone # (615) 712-1371

The Grantee:

Marcia Nelson, Project Director
City of Pigeon Forge
225 Pine Mountain Rd
P.O Box 1305
Pigeon Forge, TN 37863-3321
mnelson@cityofpigeonforgetn.gov
Telephone # (865) 429-7719

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.8. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.9. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.11. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee administered by the Tennessee Commission for the United States Semiquincentennial." "

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.12. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual and Final Reports. As a prerequisite to the receipt of grant funds, the Grantee shall agree to provide to the State agency head, within sixty (60) days of the close of the project, an accounting of the actual expenditure of such funds including a notarized statement that the report is true and correct in all material respects; provided, however, that the head of the State agency through which such disbursement is being made may require, in lieu of the accounting as provided above, an audited financial statement of the non-governmental agency or entity. A copy of such accounting or audit, as the case may be, also shall be filed with the office of the Comptroller of the Treasury
- D.16. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.17. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.18. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.19. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.20. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.21. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.22. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.23. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.24. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.25. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.26. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

CITY OF PIGEON FORGE:

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Duane Rainbolt

Department: Public Works Department

Item Caption: Pipe liner bids were opened March 5, 2026. Three bidders with Proshot Concrete being the lower bidder at \$239,000.



Attachments: 1 spreadsheet



Action Requested: Recommend Approval



Financial Summary



Budgeted Expense

Account Details: \$250,000 was approved in the 25/26 budget.



Unbudgeted Expense

Details:



Not Applicable

Pipe Liner
Street Department
March 5, 2026

Bidder	Old Mill Avenue	Garland Street	Total Bid	Time Frame
Proshot Concrete 4158 Musgrove Road Florence AL 35630	184,000.00	55,000.00	\$2.39,000.00	4-6 wks
Morgan Contracting 900 Dutch Valley Dr Knoxville, TN 37918	380,966.64	101,397.56	\$482,364.20	45 days
Chris Haggard Plumbing 4749 Solomon Drive Starberry Plains, TN 37871	230,750.00	60,900.00	\$291,650.00	4 wks

Proshot Concrete recommended.



Mark Miller



Kim Hufaker

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Lynn Wilhoite

Department: Mass Transit

Item Caption: Pigeon Forge Mass Transit is asking Commissioners to approve and accept FY 2023 & 2025 5339(a) Allocations for Pigeon Forge Mass Transit. The two grants are being combined into one grant. This is an 80% Federal, 10% State and 10% Local Match project. The total amount of the grant including all matches, totals \$5,116,498 (Five Million, One Hundred Sixteen Thousand, Four Hundred Ninety Eight) Dollars. The Federal Match is \$4,263,748 (Four Million, Two Hundred Sixty Three Thousand, Seven Hundred Forty Eight) Dollars. The State Match is \$426,375 (Four Hundred Twenty Six Thousand, Three Hundred Seventy Five) Dollars. The Local Match is \$426,375 (Four Hundred Twenty Six Thousand, Three Hundred Seventy Five) Dollars.

This 5339 grant is for Tourist Intensive Transit Agencies. We will receive this grant again at the end of the 2027 Physical Year probably during 2028. It has been designed to be used for Capital projects such as Rolling Stock. We are asking Commission permission to accept the grant. It would be used for Trolleys and possible New Tram sets



Attachments: NA



Action Requested: Recommend Approval



Financial Summary



Budgeted Expense

Account Details: Through Federal and State Grant plus local match form 5399(a) grant.



Unbudgeted Expense

Details:



Not Applicable

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Daniel Barnhart

Department: Department of Tourism



Item Caption: The artist contract for the July 3rd Patriotfest was previously approved at \$50,000. Ongoing negotiations have resulted in an amended agreement of \$55,000. The Special Events Department is requesting approval to proceed with the updated amount. Thank you for your consideration.



Attachments: Artist for July 3rd Patriotfest



Action Requested: Recommend Approval



Financial Summary



Budgeted Expense

Account Details: 47211-239-01



Unbudgeted Expense

Details:



Not Applicable



1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA
Phone: +1 +1 615-963-3394
email: CJG@wmeagency.com

CRAIG MORGAN

HOOAH MUSIC, INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 02 Dec 2025 between HOOAH MUSIC, INC. (hereinafter referred to as "PRODUCER") furnishing the services of [REDACTED] (hereinafter referred to as "ARTIST") and CITY OF PIGEON FORGE/David Wear (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. **ENGAGEMENT VENUE(S):**

PATRIOT PARK
Old Mill Ave.
Pigeon Forge, TN 37876
USA

2. **DATE(S) OF ENGAGEMENT:**

Fri 03 Jul 2026

- a. Number of Shows: 1
b. Show Schedule(s): TBA: Doors
05:00 PM: Support - TBA; (60 min.)
06:30 PM: Support - TBA: Artist Approved; (60 min.)
08:00 PM: [REDACTED] (75-90 min.)

- Show schedule to be advanced.

3. **BILLING (in all forms of advertising):**

Festival Billing

4. **COMPENSATION:**

\$55,000.00 USD (Fifty Five Thousand U.S. Dollars) flat GUARANTEE.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. **PRODUCTION AND CATERING:**

- Purchaser to provide and pay for festival sound and lights as required by Artist.
- Purchaser to provide and pay for hospitality and catering as required by Artist.
- Purchaser to provide and pay for two (2) clean, well-lit and properly heated/air-conditioned dressing rooms to accommodate the Artist and Band/Crew in reasonable comfort and Privacy.
- Purchaser to provide and pay for a runner as required by Artist.

Production Contact:

Todd Hurst
+1(865) 429-7395 (off.)
thurst@cityofpigeonforgetn.gov

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation:
- b) Accommodations: - Purchaser to provide and pay for nine (9) hotel rooms: five (5) double and four (4) kings.
- c) Air freight and excess baggage:
- d) Ground transportation:
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

PURCHASER AGREES TO:

- Artist plans to conduct paid VIP; the artist will retain 100% of the "lift." This revenue will not be shared. Promoter is not allowed to sell any venue VIP which includes but is not limited to early access, private balcony, roped off VIP areas, boxes, or make any revenue involving prime seating/viewing without discussing prior to confirmation with WME.
- Any meet and greet requests are subject to Artist and management advance and approval and are not implicitly agreed.
- Prior to announcing or scheduling on sale dates, Purchaser must contact Regan Rauch (regan.rauch@redlightmanagement.com) at Red Light Management with Miles Rivera (miles.rivera@redlightmanagement.com) and Libby Walsh (Libby.walsh@redlightmanagement.com) on copy regarding all advertising and presenting radio stations.
- All sponsorships including radio station tie-ins and/or "Presents" must be approved in writing by Artist's management.
- Upon confirmation, purchaser must send tech pack to Jerry Hines (jerryhines11@gmail.com) with Miles Rivera (miles.rivera@redlightmanagement.com) and Libby Walsh (Libby.walsh@redlightmanagement.com) on copy.
- Any stage less than 40x40 requires wings and management approval.

Artist shall not perform a publicly advertised engagement within 90 miles of the applicable Venue, for a period of 90 days prior to or 90 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following:

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) charitable events or multi-Artist charity concerts;
- (iii) any non-performing appearances (whether public or private);
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, television news, talk shows, and award shows.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

- a. **DEPOSIT in the amount of \$27,500.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **03 Jun 2026**; (50% due 30 days prior to show date)

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Carter Green
1201 Demonbreun Street, 15th Floor

Nashville, TN 37203
USA

OR via bank wire as follows:

CITY NATIONAL BANK
1005 17th Ave. S
Suite 600
Nashville, TN 37212

ABA no.: 064009445
William Morris Endeavor Account No.: 684001426
ORG: City of Pigeon Forge / REF: [REDACTED] / Jul 03, 2026
WME booking code: PAC 1125478

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name
(as sender), name of the artist, start date of the Engagement(s).*

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Fri 03 Jul	30,000	GA Standing		0	0	0									
	30,000			0	0	0									

SCALING NOTES:

- Free event
- Outdoor show / Covered stage
- Guests permitted to bring seating

ADJUSTED GROSS POTENTIAL:

TAX:

NET POTENTIAL:

12. EXPENSES:

N/A

13. MERCHANDISING:

Artist sells; All Merchandise: 90.00% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

CITY OF PIGEON FORGE

David Wear
P.O. Box 1390
Pigeon Forge, TN 37868
USA

Care of: Todd Hurst
City of Pigeon Forge

By:

HOOAH MUSIC, INC.
Fed ID: 62-1812740

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Green

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations

hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Daniel Barnhart

Department: Department of Tourism



Item Caption: The artist contract for the July 4th Patriotfest was previously approved at \$75,000. Ongoing negotiations have resulted in an amended agreement of \$100,000. The Special Events Department is requesting approval to proceed with the updated amount. Thank you for your consideration.



Attachments: Artist for July 4th Patriotfest



Action Requested: Recommend Approval



Financial Summary



Budgeted Expense

Account Details: 47211-239-01



Unbudgeted Expense

Details:



Not Applicable



CREATIVE ARTISTS AGENCY
 401 Commerce Street, Penthouse
 Nashville, TN USA 37219
 +1 615 383 8787

AGREEMENT made this 26th day of Feb, 2026 between Red Feather Touring, Inc. (hereinafter referred to as "COMPANY"), furnishing the services of the artist(s) professionally known as [REDACTED] (hereinafter referred to as "Artist") and City of Pigeon Forge (hereinafter referred to as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the COMPANY and the COMPANY hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto entitled "Additional Terms and Conditions".

DATE	LOCATION	VENUE	#SHOWS	SHOW TIME	ARTIST SET
Sat Jul 4, 2026	Pigeon Forge, TN	Patriot Park	1	5:00 PM	8:30 PM

DEAL TERMS:	100,000 USD Guarantee.
Deposit(s) Due:	50,000 USD due 30 days prior to show date (on or before Jun 04, 2026). All payments shall be paid by certified check, money order, bank draft, wire transfer to Company as the payee, or cash. All deposits shall be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's ("CAA") client trust account on behalf of Company as the payee. While CAA will receive payment on behalf of Company, CAA is not the payee. If paying by check, please make payable to <u>Red Feather Touring, Inc.</u>. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Company, regardless of payments sent to CAA on behalf of Company, including but not limited to deposits. CAA will not pay any interest earned in connection with any deposit paid for the Engagement(s). Unless otherwise set forth above or on the contract face, BALANCE of guarantee, plus percentage payments, if any, and sound and lights payments, if any, to be paid by PURCHASER to ARTIST no later than prior to performance, evening of engagement. ** PLEASE NOTE: OUR BANKING DETAILS HAVE CHANGED. ** WIRE TRANSFER SHOULD BE SENT TO: Beneficiary Account Name: Creative Artists Agency, LLC Beneficiary Account Number: 526889798 Beneficiary Bank Name: JPMorgan Chase 383 Madison Avenue New York, NY 10017 Beneficiary Bank Swift BIC: CHASUS33 Beneficiary Bank Routing Number: 021000021 ACH CREDIT SHOULD BE SENT TO: Account Name: Creative Artists Agency, LLC Account Number: 526889798 Bank Routing Number: 124001545 NOTE: Please include the name of the Artist and date of Performance on all transfers. All transfer fees to be paid by remitter.
Billing:	Artist to receive 100% Headline billing and close show.
Performance Length:	Artist to perform one complete set. Purchaser requests one 75 minute set.
Sound & Lights:	- Purchaser to provide and pay for first-class sound & lights, per Artist's specifications. - Purchaser to provide and pay for backline, per Artist's specifications.
Support Talent:	<i>All support talent must be approved in writing by CAA or Artist management.</i> - Line-up: tbd, tbd, tbd, <u>[REDACTED]</u> to headline and close
Ground Transportation:	Purchaser to provide and pay for local ground transportation, per advance.
Accommodation:	Purchaser to provide and pay for hotel accommodations, per advance.
Marketing:	- Purchaser must contact Dustin Turner (dustin.turner@caa.com and dustin.turnerasst@caa.com) for marketing materials, approval of all announce, on-sale, radio involvement/presents, marketing, and advertising plans. - No radio presents or welcomes will be awarded without prior written approval from Artist management and/or CAA. Please provide any radio plans prior to/immediately upon confirmation.
Inclement Weather:	- In the event of inclement weather that renders any performance impossible, hazardous, or unsafe, Purchaser shall remain liable for payment of the full agreed upon compensation even if such performance is prevented by such weather conditions. - When Artist is asked to perform on an outdoor stage that is not part of a secure, permanent structure, Purchaser agrees to provide a licensed structural engineer to inspect and certify that all structures (below, around, and above the performance and surrounding area) meet safety standards, can withstand moderate wind & rain conditions, safely support all production equipment either hanging from or otherwise attached to any part of the structure. Purchaser must also provide covering protection (tarps, pop-up tents, etc.) against elements such as sunlight, rain, and high winds.

	Purchaser, at its sole cost and/or expense, shall provide adequate roofing and/or protection against adverse weather conditions on all staging elements and immediately surrounding areas for the Artist's equipment, including without limitation, instruments, and all sound/production equipment. In the event of rain, Purchaser will ensure the Artist's stage/sound/production equipment, will remain free, clear, and dry from such adverse weather conditions.
Additional Provisions:	• [REDACTED] to receive thirty (30) comps. • Purchaser to provide and pay for catering and hospitality, per Artist's specifications and advance. • Any/all meet & greets or photo opportunities must be approved by management in writing prior to engagement. Amount of participants, location or time of meet & greet to be advanced with management. • For the avoidance of doubt, in the event that Purchaser unilaterally cancels the Engagement and does not have a legal excuse to do so pursuant to the attached Additional Terms and Conditions, Company will have the right to retain any amounts paid by Purchaser and Purchaser will pay to Company the balance of the agreed upon guarantee, which amount may be 100% of such guarantee.
Merchandise:	• 90/10 all merch - Artist sells.

- Attached riders are made a part hereof.
- If Artist is headlining this engagement: "All support talent is subject to Artist approval."
- The engagement shall not be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Company relating to and permitting such recording, reproduction, or transmission.

Signed: _____ (ARTIST/COMPANY)

COMPANY: Red Feather Touring, Inc.

Signed: _____ (PURCHASER)

PURCHASER: City of Pigeon Forge, by Kevin McClure - 3221 Rena St, Pigeon Forge, TN 37863-3759

BA: Rod Essig

Booking #: 1076378

Send To: Todd Hurst - City of Pigeon Forge - 3221 Rena St, Pigeon Forge, TN 37863-3759; +1 865-429-7395

1076378

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.



1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performance(s)") including, but not limited to, with respect to the staging, stage covering, grounding, supervision and direction of the engagement, and security and management of attendees, so that the Performance(s) and all persons and equipment are free and secure from adverse health, weather and other potentially negative or unfavorable conditions, situations and/or events ("Adverse Conditions"). COMPANY and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performance(s), and if required by COMPANY, any and all rehearsal(s) therefor, including, but not limited to:
 - a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by COMPANY, a public address system in perfect working condition (including microphone(s) in number and quality as required by COMPANY), and comfortable, well-lighted dressing rooms;
 - b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;
 - c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that COMPANY shall have the right to name such musical contractor and to approve such musicians;
 - d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, medical and health personnel, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;
 - e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.
2. PURCHASER will comply promptly and professionally with COMPANY'S directions regarding the arrangement of stage decor and settings for the Performance(s).
3. COMPANY will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including, but not limited to, the details, means, and methods of the Performance(s) of the performing artist(s) hereunder. COMPANY shall have the sole right as COMPANY sees fit to designate and change, at any time, the performing personnel.
4. The Performance(s) to be furnished by COMPANY shall receive billing in such order, form, size, and prominence as directed by COMPANY.
5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or COMPANY, or otherwise used in the Performance(s).
6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.
7. Except for local press in commercially reasonable numbers, any free admissions will be subject to COMPANY'S prior written approval.
8. Tickets:
 - a. PURCHASER is prohibited from deviating from the agreed upon ticket scaling without the prior written approval of COMPANY. Notwithstanding the foregoing, in the event that PURCHASER deviates from the agreed upon ticket scaling made a part hereof, COMPANY is entitled to and PURCHASER will pay to COMPANY any and all revenue derived from ticket sales that exceed such scaling (e.g., ticket prices and/or number of tickets sold). Additionally, in any such event, COMPANY will have the right to terminate this Agreement immediately upon notice to PURCHASER.
 - b. In the event that payment to COMPANY will be based in whole or in part on the receipts of the Performance(s):
 1. Ticket prices must be submitted to and approved by COMPANY in writing before tickets are ordered or placed on sale;
 2. PURCHASER will deliver to COMPANY a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and
 3. COMPANY will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). COMPANY will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.
9. COMPANY will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to COMPANY. PURCHASER will make reasonable accommodations to facilitate COMPANY's sales activities.
10. PURCHASER agrees that COMPANY may cancel the Performance(s) hereunder, in COMPANY's sole discretion, by providing at least thirty (30) days' notice to PURCHASER prior to the Performance(s) date. In such event, COMPANY will return any amounts previously paid by PURCHASER

pursuant to this Agreement, and shall have no further obligations.

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, COMPANY may cancel the Agreement without payment or penalty of any sort.

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including, but not limited to, timely making any of the payments required by this Agreement:

- a. COMPANY, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. COMPANY will have the right to retain any amounts theretofore paid by PURCHASER;
- c. PURCHASER will immediately reimburse COMPANY for any out-of-pocket costs incurred by COMPANY and/or Artist as a result of PURCHASER's breach;
- d. PURCHASER will remain liable to COMPANY for the guarantee and any additional compensation due to COMPANY, as set forth in the Agreement; and
- e. COMPANY and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by COMPANY and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance(s), including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar alleged damages.

14. Currency: Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. PURCHASER shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure:

- a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of COMPANY's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by COMPANY or Artist; fire, flood, pandemic or other geographically diverse phenomenon; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure, delay, or impediment to transportation not within COMPANY's or Artist's reasonable control; and/or any similar or dissimilar cause beyond COMPANY's or PURCHASER's reasonable control.
- b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay COMPANY the full amount of the guarantee set forth in this Agreement.
- d. In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, COMPANY will be entitled to receive the full, agreed upon compensation set forth in this Agreement.
- e. For the avoidance of doubt, inclement weather shall not be considered a Force Majeure event. In the event of inclement weather that renders any performance impossible, hazardous, and/or unsafe, Purchaser shall remain liable for the full payment of the agreed upon compensation, including but not limited to the Guarantee, even if such performance is prevented by such weather conditions.

16. Insurance:

- a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name COMPANY, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's.
- b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply COMPANY with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance(s) date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, COMPANY may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, COMPANY may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.
- c. The insurance policies described herein will contain provisions requiring the insurance company to give COMPANY at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to COMPANY for written approval prior to any such change taking effect.

17. Indemnification:

- a. PURCHASER shall indemnify, protect, and hold COMPANY, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) PURCHASER's breach or alleged breach of the Agreement; and (ii) the Performance(s),

including, but not limited to:

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance(s) or allegedly arising from an Adverse Condition;
 2. Any and all loss, damage, and/or destruction occurring to COMPANY's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance(s), including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
 3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance(s), including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
 4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by COMPANY. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to COMPANY, and COMPANY expressly agrees to such claim, deduction, or offset in writing.
- b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

18. PURCHASER shall pay all taxes and fees incurred due to the Performance(s), including all amusement taxes.

19. UNDER NO CIRCUMSTANCES WILL COMPANY AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR LOST PROFITS, EVEN IF COMPANY AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY COMPANY AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF COMPANY OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

22. The parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for COMPANY, and assumes no liability hereunder.

23. Except for the parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control. In the event of any inconsistency between these Additional Terms and Conditions and any PURCHASER riders or addenda, the terms of these Additional Terms and Conditions will control.

24. This Agreement shall be construed in accordance with the laws of the State of California without regard to its application of choice of laws. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity, including the determination of the scope or applicability thereof, shall be determined by arbitration in Los Angeles, California before one arbitrator with experience in the entertainment industry. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award which may be entered in any court having jurisdiction thereof. The parties agree to maintain the confidential nature of the arbitration proceeding and the award, including the hearing of the dispute, unless otherwise required by law or judicial decision and/or challenge.

Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this Agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.

26. The parties acknowledge that the terms of this Agreement and any oral or written information exchanged between the parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any party to its legal counsel or financial advisors regarding the transaction contemplated hereunder, provided that such third parties will be bound by confidentiality obligations similar to those set forth in this Section 26. Disclosure of any confidential information by a party without the other party's express consent will be deemed a breach of this Agreement.

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Mike Cooper

Department: Fire Department

Item Caption: The Pigeon Forge Fire Department is requesting from City Commission for the purchase Self Contained Breathing Apparatus packs, 45 min Air bottles, Mask, Voice Amplifiers, Rit Pak III from MES in the amount of \$ 62,477.00. These items are on a Source Well Contract RFP# 011824.



Attachments: See Attachments



Action Requested: Recommend Approval



Financial Summary



Budgeted Expense

Account Details: These items are part of the 2025-2026 budget

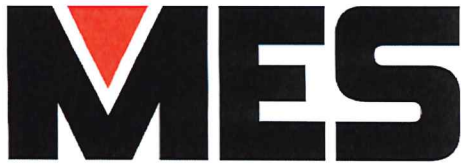


Unbudgeted Expense

Details:



Not Applicable



(877) 637-3473

Quote

Quote # QT2044712
Date 03/09/2026
Expires 03/31/2026
Sales Rep Jenkins, Timothy A
Shipping Method FedEx Ground
Customer PIGEON FORGE FIRE DEPT (TN)
Customer # C38038

Bill To

PIGEON FORGE FIRE DEPT
P.O. BOX 1350
PIGEON FORGE TN 37868

Ship To

PIGEON FORGE FIRE DEPT
Mike Cooper
225 PINE MOUNTAIN ROAD
PIGEON FORGE TN 37863
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X5814025305304			3M™ Scott™ Air-Pak™ X3 Pro SCBA with CGA X5814025305304, 4.5, E-Z Flo+, QD Hose, UEBSS, Pak-Tracker, 2 ea	4	\$8,509.00	\$34,036.00
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	9	\$1,515.00	\$13,635.00
201215-28			SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE MED	9	\$425.00	\$3,825.00
201275-01			EPIC 3 Voice Amplifier (Individually Packaged)	7	\$739.00	\$5,173.00
200954-12			RIT-PAK III,4.5,LG,AV,RECTUS	1	\$4,119.00	\$4,119.00
804723-01			(HM) CYL&VLV CARBON 60	1	\$1,689.00	\$1,689.00

SourceWell RFP #011824
Self-Contained Breathing Apparatus (SCBA) and
Breathing Air Systems with Related Equipment
City of Pigeon Forge Membership # 97620

Subtotal	\$62,477.00
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$62,477.00

Freight is Paid
Thank You

Contact: C38038 PIGEON FORGE FIRE DEPT (TN) : Colton Bryan (865) 429-7381

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2044712

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Chief Richard L. Catlett

Department: Police

Item Caption: OJP Patrick Leahy Bulletproof Vest Partnership (BVP).

This grant reimburses the City up to 50% of the cost of a new hire or replacement vest.

We are asking for approval to apply and utilize this grant.



Attachments:



Action Requested: Recommend Approval



Financial Summary



Budgeted Expense

Account Details: This is covered inn Line 326.



Unbudgeted Expense

Details:



Not Applicable

BUREAU OF JUSTICE ASSISTANCE FACT SHEET

PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM

The [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#), administered by the [Department of Justice, Office of Justice Programs \(OJP\), Bureau of Justice Assistance \(BJA\)](#), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Since 1999, more than 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of more than 1.5 million body armor vests. See the [BVP program resources](#) page for detailed award history.



Since FY 2015, body armor vests were directly attributable to saving the lives of at least 305 law enforcement and corrections officers (based on data collected by OJP). Forty-three of those body armor vests were purchased, in part, with BVP funds.

Program Requirements and Instructions

The following is an overview of the BVP requirements and instructions. Detailed information can be found in the [BVP Frequently Asked Questions \(FAQs\)](#).

Eligible Applicants: States, units of local government, and federally recognized Indian tribes—that is, jurisdictions—that employ eligible law enforcement officers are eligible to apply for BVP funds. For the purposes of the BVP Program, “state” means each of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the

United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands; “unit of local government” means a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level.

Law Enforcement Officer Definition: “Law Enforcement Officer” is defined as any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full-time, part-time, and auxiliary personnel, whether paid or volunteer.

Small Jurisdiction Priority Funding: By [statute](#), funds are first allocated to qualifying units of local government with fewer than 100,000 residents. Any remaining funds are then awarded to other qualifying applicants.



BJA
Bureau of Justice Assistance
U.S. Department of Justice

U.S. Department of Justice • Office of Justice Programs • Bureau of Justice Assistance

April 2023
<https://bjaojp.gov>

FACT SHEET

Match Requirement: The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent.

Application Period: The annual BVP application period typically begins in April and closes six weeks from the opening date. The [BVP website](#) includes [user guides and checklists](#) for each step of the BVP application process.

How to Apply: Applications are accepted in OJP's BVP system, located at <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. An OJP [Digital Identity and Access Management Directory \(DIAMD\) account](#) is required to access the BVP system. See the DIAMD [OJP User Activation Job Aid](#) for more information.

Payment Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the body armor vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. See [Submitting Payment Requests in BVP](#) for detailed information. An active registration in the System for Award Management at www.sam.gov is required to receive funds.

Body Armor Vest Requirements: Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards; appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered be uniquely fitted; and made in the United States. In

addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. See the [Mandatory Wear Requirement FAQs](#) for detailed information on the mandatory wear requirement.

Contact Information

The BVP Helpdesk can be contacted at 1-877-758-3787 or vests@usdoj.gov.

Media and Congressional inquiries should be directed to the OJP Office of Communications at 202-307-0703 or ojp.ocom@usdoj.gov.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter ([@DOJBJA](https://twitter.com/DOJBJA)). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 306413

Request for Grant Funds Form

City of Pigeon Forge

Date of Approval Request: 3/18/26

Department	City of Pigeon Forge <u>Police</u> Department		
Name and Title of Requesting Party	Name: <u>Richard L. Catlett</u>		
	Title: <u>Chief of Police</u>		
Funding Source	Organization: <u>US DOJ</u>		
	Section: <u>Office of Justice Programs</u> Website: <u>https://www.ojp.gov/program/bulletproof-vest-partnership/overview</u>		
	Grant Title Fed <u>Patrick Leahy Bulletproof</u> State:	Grant Request Amount <u>Up to 50% of each vest</u>	Matching Amount (if necessary) <u>None</u>
	Funding Periods (include current grants) From <u>4/1/24</u> To <u>3/31/27</u>	Grant Application Due Date Competitive Grant YES ☐ NO ☒ Non-Competitive Grant YES ☒ NO ☐ Extension of Existing Grant YES ☐ NO ☒ (if extension until)	
Description of Grant Proposal (100 characters or less per row-strike the tab key to move to next line)	<u>The grant covers up to 50% of the cost of a replacement or new hire vest.</u>		
	<u>This grant is a reimbursement grant</u>		
Reviewing Authorities (one authorization required)	Dennis Clabo, City Director of Finance Approved to present to City Council		YES ☐ NO ☐ Date of Decision
	Eric Brackins, Asst. City Manager Approved to present to City Council:		YES ☐ NO ☐ Date of Decision:
	David Wear, City Manager Approved to present to City Council:		YES ☐ NO ☐ Date of Decision:

FOR OFFICE USE ONLY

Name	Title	City Council Pre-Grant Approval	YES ☐ NO ☐
Signature		Date	
Name	Title	City Council Grant Acceptance Approval	YES ☐ NO ☐
Signature		Date	

Please forward all grant requests forms and subsequent correspondence to steve.williams@cityofpigeonforgetn.gov

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Brad Brummett

Department: Public Works Department

Item Caption: The Tennessee Department of Environment and Conservation (TDEC) and the State Water Infrastructure Grants (SWIG) has informed the City of Pigeon Forge that Grant application 2026-13816 for Lead Service Line Inventory has been fully approved and that the City of Pigeon Forge will receive the requested funding upon acceptance and completion of the required documentation.

The Public Works Utility Department is asking Council for acceptance of the approved grant funding for the remaining inventory of potential lead service lines so that the contract with TDEC and SWIG can be fully executed. Total grant will be for \$381,300 with a City match of 20% (\$76,260).



Attachments: Grant acceptance information



Action Requested: Recommend Approval



Financial Summary

☐

Budgeted Expense

Account Details:

☒

Unbudgeted Expense

Details: Grant match of \$76,260 is required and The Public Works Utility Department is budgeting for this in the 2026-2027 budget.

☐

Not Applicable



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Water Resources
Davy Crockett Building
500 James Robertson Parkway, 9th Floor
Nashville, Tennessee 37243

March 16, 2026

City of Pigeon Forge
3221 Rena Street
Pigeon Forge, TN

RE: 2026-13816 City of Pigeon Forge
Lead Service Line Inventory Grant

Dear Mayor David Wear,

Congratulations! The Tennessee Department of Environment and Conservation (TDEC) and the State Water Infrastructure Grants (SWIG) Program are excited to inform you that your Lead Service Line Inventory Grant has been fully approved. The City of Pigeon Forge will receive 100% of the funding requested.

Your application has been changed to **Approved Pending Contract** status in the Grants Management System (GMS) software. In the coming weeks, you will receive an official notice with a copy of the grant contract in need of signature, which you should review prior to signing. We recommend that you carefully read all terms and conditions of the grant contract and contact our staff if you need clarification.

We ask that you complete your Title VI certifications in the Grants Management System (GMS) software as soon as possible. This certification is essential to ensuring we remain compliant with federal requirements and continue providing equitable, accessible services to everyone we serve.

An Excel spreadsheet should accompany this notice listing all Electronic Funds Transfer (EFT) accounts associated with your organization. Please fill out the linked Microsoft Form (EFT Account Information for Grant Reimbursement) with the requested information to ensure grant reimbursement payments for this contract are routed to the correct account. A grant contract will not be drafted without this information.

*****Important Note - the individual that this letter is addressed to will be the signer and primary contact for the grantee contract. If that information is no longer correct, you need to notify us IMMEDIATELY. Major delays will occur if not corrected.***

Finally, this is cause for a celebration! Securing this grant will benefit the citizens in your community for years to come.

If you have any questions concerning this grant, please contact the SWIG team via email at Ask.SRF@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Vena Jones".

Vena Jones
Manager, State Water Infrastructure Grants
Division of Water Resources

Subject FW: Approved Pending Contract - City of Pigeon Forge 2026-13816

From Tim Tucker <ttucker@ardurra.com>

To brad brummett <brad.brummett@cityofpigeonforgetn.gov>

Date Tuesday March 17, 2026 12:57:46 PM

FYI



Timothy F. Tucker

Senior Project Manager

O: 865.770.4038 | M: 865.414.1061

ttucker@ardurra.com

From: Evan Sanders <esanders@cdpllc.com>

Sent: Monday, March 16, 2026 11:01 AM

To: ebrackins@cityofpigeonforgetn.gov; 'David Wear' <dwear@cityofpigeonforgetn.gov>; Tim Tucker <ttucker@ardurra.com>

Subject: FW: Approved Pending Contract - City of Pigeon Forge 2026-13816

Good morning Eric,

I hope things are going well. The notification for the LSLI inventory funding just came through. If the City is still interested, please move ahead with responding to their email to let them know. They have also provided a link in their email to be completed detailing the account that you all would like for the funds to be deposited into. It is a short process to provide what is needed, so could you go on and complete this so they have everything needed.

Many thanks for the help. Please just let me know if you have any questions.

Evan

Evan Sanders | President



P.O. Box 210437

Nashville, Tennessee 37221

p. 615-386-0222

c. 615-351-1240

esanders@cdpllc.com

From: Sarah C. Moore <Sarah.C.Moore@tn.gov>

Sent: Monday, March 16, 2026 9:00 AM

To: dwear <dwear@cityofpigeonforgetn.gov>; Evan Sanders <esanders@cdpllc.com>; cityhall@cityofpigeonforge.com

Subject: Approved Pending Contract - City of Pigeon Forge 2026-13816

Dear Mayor David Wear,

Congratulations! We are pleased to inform you that the Lead Service Line Inventory grant application 2026-13816 for the City of Pigeon Forge has been approved. Please find the official award letter attached to this email for your records.

To proceed with the contracting process, **please reply to this email to confirm the recipient details at your earliest convenience.** If the individual listed in the award letter is not the person who will be signing the contract, kindly notify us as soon as possible, as incorrect information may result in significant delays in processing your grant contract.

You should receive an Excel spreadsheet in addition to this notice that lists all the Electronic Funds Transfer (EFT) accounts associated with your organization. **Please fill out the linked Microsoft Form** (EFT Account Information for Grant Reimbursement) with the requested information to ensure grant reimbursement payments for this contract are routed to the correct account.

<https://forms.office.com/g/YwpNLtVBmQ>

If you have any questions or need additional information, feel free to reach out. We look forward to working with you and supporting the important work your organization is doing.

Thank you,
Sarah C. Moore

Attachments

2026-13816 City of Pigeon Forge.xlsx (10.6 kB)

2026-13816 City of Pigeon Forge Approved Pending Contract.pdf (408 kB)



MEMORANDUM

TO: Kevin McClure, City of Pigeon Forge Mayor

FROM: Richard Yakubic, Executive Director

DATE: March 9, 2026

SUBJECT: FY 2027 Planning Advisory Services

The East Tennessee Development District (ETDD) has been pleased to provide local planning services at the same annual fee for the past two years. We have tried adopting the state planning contract format since we took over planning in 2011. However, that method is not working because we do not have the subsidies that the state was able to provide. And, due to the increase in the cost of living and inflation, our costs have increased to the point that we need to change the way we do planning and the way our contracts are structured.

The intent of the contracts moving forward will be based on a model that will provide for the following categories:

1. Maintenance or basic services (maintenance of what you already have in place)
2. Foundational or Added services (anything that is updated or added to your program)
3. Comprehensive Services (More comprehensive planning)

The contract that you will find attached will be your basic services contract and will outline the scope of services to maintain what you already have in place. That contract amount will increase slightly for the upcoming year and that amount will be listed below. Any additional services required will need to be quoted and the contract amended.

Therefore, the next contract period will be for FY 2027 and will begin on July 1, 2026, and continue through June 30, 2027. For budgetary purposes, the FY 2027 annual planning contract amount will be \$13,062.00 for the City of Pigeon Forge.

Please find attached the contract that needs to be signed and sent back to the attention of Christie Burt, cburt@etdd.org or mail ETDD, P.O. Box 249, Alcoa, TN 37701-0249. An invoice for the first installment of the total annual contract amount will be mailed to you on July 1, 2026. Also attached is a copy of your Annual Work Plan for 2026-2027.

Thank you for the opportunity to serve your community in this regard. Please do not hesitate to contact me at ryakubic@etdd.org or (865) 273-6003x116 should you have any questions or concerns.

LOCAL PLANNING ADVISORY SERVICES CONTRACT

This Local Planning Advisory Services Contract ("Contract") entered into the 1st day of July 2026 between the East Tennessee Development District, an agency composed of member governments in mid-east Tennessee, ("ETDD") and the City of Pigeon Forge, Tennessee ("Contract Community").

I. FINDINGS & DECLARATIONS

- A. Tennessee Code Annotated, § 13-14-101 and the following sections establish a delineation of regions deemed viable to the economic development of the state and allow for the creation of development districts for these regions, encompassing one (1) or more counties or parts of counties, so they are conducive to efficient planning and orderly economic development of the state.
- B. Tennessee Code Annotated, § 13-14-101 to § 13-14-114 established ETDD, a public body on behalf of the counties of Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union and all incorporated municipalities and metropolitan governments located within these counties.
- C. ETDD is empowered, among other duties, "to receive and expend funds from any sources for staffing, for research, planning, coordination, economic development, demonstration projects and other activities deemed necessary to promote the efficient, harmonious and economic development of the region."
- D. The Contract Community requests ETDD to provide planning advisory services and agrees to appropriate the necessary funds for these services.

II. SCOPE OF SERVICES

In consideration of these findings and declarations and other valuable considerations, the parties agree as follows:

- A. During the twelve (12) month period beginning July 1, 2026, and ending June 30, 2027, ETDD agrees to furnish the services of professionally trained planning advisors who will confer with local officials, relevant boards and commissions.
- B. A work program derived from the services listed below will be developed jointly between ETDD and the Contract Community within thirty (30) days of signing the Contract by both parties. Other activities may be included depending on the scope and nature of the desired services and ETDD's capacity. Any services outside basic (maintenance) planning services are subject to additional charges above the effective Contract fee. All services must be agreed upon mutually by the Contract Community and ETDD.

- C. These services are provided with the overall objective of establishing processes and tools to maintain an effective planning program that is comparable to contract communities that are provided with basic services. The following services will be provided:
- D. Functioning as the attending advisor of planning commissions, board of zoning appeals, historic zoning commissions, periodic work sessions, requested public hearings, design review meetings, and other board/commission meetings as requested and scheduling permits.
- E. Advice, interpretation, and/or recommendations to developers, surveyors, engineers, public officials, and other similar entities involved with the local planning program. Review and prepare staff recommendations for site plans, subdivision plats, board of zoning appeals requests, and other related project reviews. Reviewing official minutes from planning commission or board of zoning appeals for accuracy and content generated by the appropriate members of the relevant commission or board. Assisting with the established annual work program for the Contract Community.
- F. Preparation of amendments to land use controls for adoption, implementation, and enforcement by local community officials, including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, administrative processes, or other land use controls; review of development proposals; advice and assistance to administrators of zoning, subdivision regulations, and other land use controls. Individual training sessions, by request, as time permits.
- G. Maintenance G.I.S. mapping services of existing inventory of maps to include standard zoning map updates, illustrations for rezonings, annexations, and de-annexations. Any additional maps and updating of existing maps are subject to an additional charge.
- H. Therefore, these planning services may account for a variety of work to assist the Contract Community in establishing an effective planning program that will be beneficial to manage growth and development.

III. TERMS AND CONDITIONS

- A. Payment for services provided by ETDD to The Contract Community, will be based on the agreed-upon activities requested in **Section II**. For the purpose of providing funds necessary to carry out the provisions of this Contract, IT IS AGREED that the chief legislative body will pay to ETDD the sum of \$13,062.00 annually, payable in total upon the effective date of this Contract, or in bi-annual installments of \$6,531.00, due and payable on the first day of July 2026 and the first day of January 2027. The Contract Community hereby authorizes ETDD to apply on their behalf for any eligible funds from State

sources to supplement the Contract amount and to use such grant funds to cover the cost of providing planning services to the community.

- B. Either party may terminate this Contract by giving written notice to the other party specifying the date of termination, at least ninety (90) days before the termination date. Upon termination of the Contract, the obligation of ETDD to conduct and carry on the program agreed to under this Contract shall cease, the financial obligation of the chief legislative body as described in this Contract above likewise ceases. If prepayment has been made by the chief legislative body, ETDD will determine, by prorating, the amount to be refunded.
- D. This Contract is for a period of twelve (12) months. A new twelve (12) month Contract and fee schedule will be presented for FY 2028. Local governments are under no obligation to continue ETDD planning services beyond the dates specified in this Contract.
- E. In all matters relating to the performance of this Contract, the ETDD Executive Director acts for ETDD, and the Mayor acts for the Contract Community.

The parties execute this Contract through their duly authorized representatives.

The East Tennessee Development District:



By: Richard Yakubik
Executive Director

For the City of Pigeon Forge, Tennessee

By: _____

Honorable Kevin McClure
Mayor, City of Pigeon Forge

**Pigeon Forge Municipal/Regional Planning Commission
2026 – 2027 Annual Work Plan**

The following are planning activities that are established for the 2026-2027 Program Year. This work program has been established to address planning issues identified in the assessment section and to progressively improve the planning program at the local level. This work program is dynamic in that it can change as the situation dictates and can be revised to reflect circumstances that exist that the local leadership believes needs to be addressed. The following is the 2026-2027 Annual Work Plan:

Additional Services for Comprehensive Planning:

1. Long Range Planning documents that require significant time devoted to the project that include, but are not limited to Comprehensive Plans, Population and Economic Study, Community Facilities Plans, Capital Improvement Plans, Master Recreation Plans, and other type plans. The role of ETDD will likely involve procuring a consultant for the primary role for generating these types of plans and coordinating with the consultant during the process.
2. Long Range Planning documents that require significant time devoted to the project that may be generated by ETDD upon staff availability, scheduling, and a mutual agreement with the community.
3. There are no comprehensive planning projects that are scheduled for the program year.

Additional Services for Strategic Planning:

1. Specific studies to address a particular unique issue. Examples include, but are not limited to, fire protection study, transportation studies, street improvement plan, water & sewer improvement study, small area studies, housing study, or public service inventory.
2. There are no strategic planning projects that are scheduled for the program year.

Basic (Maintenance) Services for Land Use Controls:

1. Upon request, preparation of amendments to land use controls for adoption, implementation, and enforcement by local community officials, including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, administrative processes, or other land use controls; review of development proposals; advice and assistance to administrators of zoning, subdivision regulations, and other land use controls. Individual training sessions, by request, as time permits.
2. Planned Projects for this Service include updates to the Zoning Ordinance for more flexibility. This will be completed throughout the year, dependent on demand.

Basic (Maintenance) Community Development Services

1. Continue to function as the attending advisor of planning commissions, board of zoning appeals, historic zoning commissions, periodic work sessions, requested public hearings, design review meetings, and other board/commission meetings as requested and scheduling permits.
2. Continue to provide advice, interpretation, and/or recommendations to developers, surveyors, engineers, public officials, and other similar entities involved with the local planning program. Review and prepare staff recommendations for site plans, subdivision plats, board of zoning appeals requests, and other related project reviews. Reviewing official minutes from planning commission or board of zoning appeals for accuracy and content generated by the appropriate members of the relevant commission, board, or community representative. Assist with the established annual work program for the contract community.

Mapping Services:

1. Mapping services upon request.

Training and Continuing Education

1. Periodic updates on planning-related legislation, planning concepts, informing members of training opportunities, and individual training sessions.
2. ETDD will offer regional training sessions in the spring and fall of 2026.
3. Tentative Training Schedule and Topics, will coincide with the regular meeting dates upon request, possible training topics may include:
 - March 24, 2026 Land Use Planning
 - June 23, 2026 Zoning Basics
 - August 25, 2026 Subdivision Regulations
 - October 27, 2026 Planning Commission Authority

Adopted: _____
Chairman

Date

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: Steve Williams

Department: LeConte Center

Item Caption: Approval to apply for the Hazard Mitigation Grant for video feed and installation at the LeConte Center.



Attachments: 7



Action Requested: Recommend Approval



Financial Summary

☐

Budgeted Expense

Account Details:

☒

Unbudgeted Expense

Details:

☐

Not Applicable

Request for Grant Funds Form

City of Pigeon Forge

Date of Approval Request: 3/23/26

Active Grant: YES ☒ NO ☐

Department	City of Pigeon Forge, LeConte Event Center		Department
Name and Title of Requesting Party	Name: Phil Campbell		
	Title: Director		
Funding Source	Organization: Tennessee Emergency Management Administration (TEMA)		
	Section: Hazard Mitigation Grant Program Website: TEMA.HazardMitigation@tn.gov		
	Grant Title Fed Hazard Mitigation Grant	Grant Request Amount \$119,000	Matching Amount (if necessary) Local-\$6,000.00
	State: TEMA		State-\$6,000.00
	Funding Periods (include current grants) From 9/1/26 To 6/30/27	Grant Application Due Date Competitive Grant YES ☒ NO ☐ Non-Competitive Grant YES ☐ NO ☒ Extension of Existing Grant YES ☐ NO ☒ (if extension until)	
Description of Grant Proposal (100 characters or less per row-strike the tab key to move to next line)	The purpose of this grant is to purchase and install Coram Video and storage, including licenses. (See attached quotes from PF IT)		
Reviewing Authorities (one authorization required)	Dennis Clabo, City Director of Finance Approved to present to City Council		YES ☐ NO ☐ Date of Decision
	Eric Brackins, Asst. City Manager Approved to present to City Council:		YES ☐ NO ☐ Date of Decision:
	David Wear, City Manager Approved to present to City Council:		YES ☐ NO ☐ Date of Decision:

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Name	Title	City Council Pre-Grant Approval	YES ☐ NO ☐
Signature	Date		
Name	Title	City Council Grant Acceptance Approval	YES ☐ NO ☐
Signature	Date		

Account name: 10379897

CITY OF PIGEON FORGE
PO BOX 1350
PIGEON FORGE TN 37868-1350

SHIP-TO

CITY OF PIGEON FORGE
ACCOUNTS PAYABLE
225 PINE MOUNTAIN RD
PIGEON FORGE TN 37863-3321

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0229106614](#)
Document Date : 14-JAN-2026
PO Number : AVIGILON BUDGETARY QUOTE
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Phone : +18004674448
Sales Rep 2 : Janine Mackey
Email : JANINE.MACKEY@INSIGHT.COM
Phone : +18136377044

Material	Material Description	Quantity	Unit Price	Extended Price
AINVR2STDFORMD48TB	AI NVR 2 STD FORM D 48TB 2U RACK MNT, HARDENEDOS, 5Y ONSITE NBD, NA OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 23269.99 Discount: 17.702%	1	19,150.69	19,150.69
UNITY8-ENT	Avigilon Unity Enterprise camera channel - license OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 225.99 Discount: 8.363%	60	207.09	12,425.40
Product Subtotal				31,576.09
TAX				0.00
Total				31,576.09

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Janine Mackey
+18136377044
JANINE.MACKEY@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>

Account name: 10379897

CITY OF PIGEON FORGE
PO BOX 1350
PIGEON FORGE TN 37868-1350

SHIP-TO

CITY OF PIGEON FORGE
ACCOUNTS PAYABLE
225 PINE MOUNTAIN RD
PIGEON FORGE TN 37863-3321

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0229261362](#)
Document Date : 09-MAR-2026
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Phone : +18004674448
Sales Rep 2 : RJ Longoria
Email : RJ.LONGORIA@INSIGHT.COM
Phone :

Material	Material Description	Quantity	Unit Price	Extended Price
VF-B-36-COPE	CITY OF PIGEON FORGE CORAM VIDEO FEED - 3 YEARS Coverage Dates: 09-MAR-2026 - 09-MAR-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 478.99 Discount: 1.000%	58	474.20	27,503.60
VF-W-36-COPE	CITY OF PIGEON FORGE CORAM SAFETY ALERT LICENSE - 3 YEARS Coverage Dates: 09-MAR-2026 - 09-MAR-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 740.99 Discount: 1.000%	10	733.58	7,335.80
CP-E-2-30D-COPF	CORAM AI CORAM POINT 32 VIDEO CHANNELS DAYS STORAGE Coverage Dates: 09-MAR-2026 - 09-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 6381.99 Discount: 1.000%	3	6,318.17	18,954.51
Product Subtotal				53,793.91
TAX				0.00
Total				53,793.91

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

RJ Longoria
RJ.LONGORIA@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>

Account name: 10379897

CITY OF PIGEON FORGE
PO BOX 1350
PIGEON FORGE TN 37868-1350

SHIP-TO

CITY OF PIGEON FORGE
ACCOUNTS PAYABLE
225 PINE MOUNTAIN RD
PIGEON FORGE TN 37863-3321

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0229261475](#)
Document Date : 09-MAR-2026
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Phone : +18004674448
Sales Rep 2 : RJ Longoria
Email : RJ.LONGORIA@INSIGHT.COM
Phone :

Material	Material Description	Quantity	Unit Price	Extended Price
VF-B-12-COPE	CORAM AI VIDEO FEED LICENSE - 1 YEAR Coverage Dates: 09-MAR-2026 - 09-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 199.99 Discount: 1.200%	58	197.59	11,460.22
VF-W-12-COPE	CORAM AI SAFETY ALERT LICENSE - 1 YEAR Coverage Dates: 09-MAR-2026 - 09-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 309.99 Discount: 1.239%	10	306.15	3,061.50
CP-E-2-30D-COPE	CORAM AI CORAM POINT 32 VIDEO CHANNELS DAYS STORAGE Coverage Dates: 09-MAR-2026 - 09-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 6381.99 Discount: 1.000%	3	6,318.17	18,954.51
Product Subtotal				33,476.23
TAX				0.00
Total				33,476.23

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

RJ Longoria
RJ.LONGORIA@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

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SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

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<https://www.insight.com/terms-and-policies>

Agenda Memorandum



CITY COMMISSION

Meeting Date: 3/23/26

Submitted by: David Wear

Department: Office of City Manager

Item Caption: Review and discuss the AIA B105-2017 Agreement with KMA Design (Kerestes-Martin Associates, Inc.) for full design services on the Pigeon Forge City-wide Municipal Signage and Wayfinding Program. Scope includes cataloging an inventory of existing signage, preparing construction documents, developing bid packages, providing construction administration, delivering the final report and punch list, and securing/coordinating all sub-consultants (including Neel-Shaffer Engineers). The program covers major gateway signage, directional signage, secondary and tertiary boundary signage, building identification signage, and trolley-stop signage.



Attachments: 15



Action Requested: Recommend Approval



Financial Summary

☐

Budgeted Expense

Account Details:

☒

Unbudgeted Expense

Details: We are requesting \$40,000 be used from 41990-900 Capital Outlay to cover any expenses incurred in the 25-26 budget year. The remaining amount (\$337,373.80) will be presented in the 26-27 budget for consideration.

☐

Not Applicable

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 4th » day of « March » in the year « 2026 »

BETWEEN the Owner:

The City of Pigeon Forge
3221 Rena Street P.O.Box 1350
Pigeon Forge, TN 37863

and the Designer (Substitute Designer for Architect Throughout):

Kerestes-Martin Associates, Inc.
1276 McEwen Avenue
Canonsburg, PA 15317

for the following Project:

(Name, location and detailed description)

City-wide Signage and Wayfinding Master Plan and Implementation. Project scope includes two major gateways, directional signage, secondary and tertiary boundary signage, building identification signage, and signage for trolley stops.

The Owner and Architect agree as follows.

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User Notes: AIA_UserNotes

(1500662356)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

City-wide Signage and Wayfinding Design: As outlined in Attachments A and B signage master plan, locations/messages, GIS coordinates, two major gateways, coordination of permit documents with TDOT and other appropriate agencies, construction documents, bidding and negotiation, construction administration, and final report and punch list. The designer will secure the engineering sub-consultants. These include: Neel-Shaffer Engineers, structural, geotechnical surveying, MUTCD/TDOT coordination, and utility coordination, as identified in Exhibit B attached to this agreement.

During the Design Phase, the Architect shall review the Owner's scope of work, budget, and schedule, and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project. Nothing in this agreement shall prohibit the City from erecting additional directional or gateway signs in the future using the designed contained in the initial design phase and construction of the original project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days'

written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. The parties agree that any will be heard in the Circuit Court for Sevier County, Tennessee. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Three hundred seventy-seven thousand three hundred and seventy-three dollars and eighty cents (\$377,373.80)

The Owner shall pay the Architect an initial payment of zero(\$0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %). Any additional fees or expenses not outlined in Exhibit A must first be approved by the City.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid after thirty days of the invoice date shall bear interest from the date payment is due at the legal rate prevailing at the principal place of business of the Architect. The City reserves the right to withhold disputed portions of invoices until resolved.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond ~~twenty-four~~ (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

Hourly wages by staff designation, scope breakdown by task, fee totals, and reimbursable costs are detailed in Exhibits A and C, a part of this agreement.

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Kevin McClure, Mayor

ARCHITECT (Signature)

Barbara Martin, CEO

KMA Design										
Task	Description	Professional Services	Design Services	Project Management	Construction Administration	Construction Management	Construction Inspection	Construction Monitoring	Construction Safety	Construction Security
		\$175.00	\$120.00	\$85.00	\$120.00	\$110.00				
Phase 1: Project Initiation & Coordination										
1	Kickoff Meeting	2	2	2	2	2				
2	Develop Project Schedule		2	4						
3	Develop Stakeholder Engagement Plan	2	4	8						
	Total:	4	6	14	2	2				
Phase 2: Inventory & Analysis (Signage Setup)										
1	Review the Provided Documentation	2	2	2	2	2				
2	Photographic Inventory / Document Existing Conditions	32	32	32	32	32				
3	Determine Changes to Traffic Flow, Sign Placement and Messages	2	4	6						
4	Prepare Analysis Document	8	16	32	16	32				
5	Present Analysis	2	2	2	2	2				
	Total:	46	66	104	62	104				
Phase 3: Drafting, Integration & Visual Framework										
1	Assess Architectural Elements and Themes for Design Aesthetics	4	4	6	4	8				
2	Create Three (3) Original Conceptual Design Options	4	4	8	24	32				
3	Prepare Schematic Design Package	2	4	8	24	32				
4	Design Presentation	2	2	2	2	2				
	Total:	12	14	26	54	74				
Phase 4: Destination Inventory & Message Schedule										
1	Define Nomenclature, Tiers of Destinations	2	4	8						
2	Create Location Plans and Message Schedule	8	32							
3	Submit Location Plans and Message Schedule			1						
4	Incorporate Comments, Review and Resubmit		4	24						
5	Conduct Location Plan and Message Review	8	8	8	8	8				
6	Incorporate Comments, Review and Resubmit		4	16						
7	Obtain Final Approval of Locations and Messages			1						
8	Coordinate with DOT	4	4	32		8				
	Total:	14	52	122	8	14				
Phase 5: Conceptual & Detailed Design										
1	Selection of Single Design Concept				2	4				
2	Modify and Develop Selected Design Scheme for All Sign Types	4	2	4	16	32				
3	Develop Front, Side and Plan Views for All Sign Types	4	2	4	16	32				
4	Present Fully Developed Sign Family	2	2	2	2	2				
5	Incorporate Comments, Review and Resubmit	2	2	4	4	16				
6	Provide Statement of Probable Costs		4			4				
	Total:	12	12	14	40	100				
Phase 6: Stakeholder & Public Engagement										
1	Presentation to Stakeholders	16	16	16	16	16				
2	Incorporate Comments, Review and Resubmit	2	4	8	4	8				
3	Community Input Session 1	16	16	16	16	16				
4	Community Input Session 2	16	16	16	16	16				
5	Community Input Session 3	16	16	16	16	16				
6	Incorporate Comments, Review and Resubmit	2	4	8	4	8				
	Total:	80	80	80	80	80				
Phase 7: Draft & Final Master Plan										
1	Develop Management and Maintenance Plan	2	4	8	4	8				
2	Recommend Phased Implementation Strategy	2	4	8		4				
3	Outline Technical Standards for Placement and DOT Compliance	2	4	8						
4	Signage Guidelines and Implementation Roadmap	2	8	16	8	16				
5	Produce Master Plan Document	8	8	24	8	24				
6	Submit Master Plan Document			1						
7	Incorporate Comments and Revise	4	8	16	8	16				
8	Deliver Final Master Plan			1						
	Total:	16	36	87	24	68				
Phase 8: Construction Administration										
1	Pre-bid Meeting		16	16	16	16				
2	Assist in Bid Evaluation		4	8		8				
3	Pre-construction Meeting	2	2	2	2	2				
4	Provide Technical Support During Fabrication and Installation	2	4	8	4	8				
	Total:	4	26	42	22	34				
KMA Design Total Fee										
										\$180,480.00
KMA Design Expenses										\$15,000.00
KMA Design Total										\$195,480.00
Need-Initiated, for										
Task	Description	Professional Services	Design Services	Project Management	Construction Administration	Construction Management	Construction Inspection	Construction Monitoring	Construction Safety	Construction Security
		\$300.00	\$235.00	\$125.00	\$190.00	\$168.00	\$130.00	\$115.00	\$90.00	
Task 1: Project Management & Coordination										
1	Project Admin (Weekly/Status Reports/Meetings)	4	8					14	26	
2	Coordination Meetings, Virtual (Bi-weekly/6 Months)	4	13	20	4	12	4		58	
3	Meeting Travel Time (4 In-Person Meetings)		32	32					64	
	Total:	8	53	52	8	24	8	14	148	
Task 2: Design										
1	Project Initiation and Coordination	2	6	16	4	10			38	
2	Site Inventory and Field Review	2	8	16	4	8		40	78	
3	TDOT Pre-Coordination	2	4	6	4	6			22	
4	Surveying (Subcontractor - RGCA Fee)									\$14,000.00
5	Geotechnical Services (Subcontractor - SAME Fee)									\$18,000.00
6	Concept Development	2	12	30	12	30	2		88	
7	Utility Coordination		2	6	2	2			12	
8	GIS Mapping and Location Planning		2	6			50		58	
9	Final Design Development (and QC Review)	12	12	18	24	12	2		78	
	Total:	26	46	96	54	64	54	40	304	
Task 3: Construction Administration										
1	TDOT Excess Lands License	2	4	8					14	
2	Construction Document Package	2	4	12	4	12			24	
3	Bidding and Bid Evaluation	2	4	6	2	4		2	28	
	Total:	6	12	26	6	28		2	66	
Task 4: Construction Monitoring and Safety										
1	Construction Administration	4	4	8	8			8	32	
2	Field Inspections (assume 4/week for 4 months)						60		60	
3	Shop Drawing Review	2			50	10			62	
4	Closedout	2	2	4			2	4	14	
	Total:	8	6	12	58	10	62	4	166	
Need-Schaffel, Inc. Total Fee										\$158,100.00
Need-Schaffel, Inc. Expenses										\$7,100.00
KMA Design Administrative Fee										\$16,535.00
Need-Schaffel, Inc. Total										\$181,735.00

Project Understanding

Project: City of Pigeon Forge – Gateway & Wayfinding Signage

Prime Consultant: KMA Design

Subconsultant: Neel-Schaffer, Inc.

Owner: City of Pigeon Forge, TN

Scope Summary:

This project consists of the design, coordination, and implementation support for signs within the City of Pigeon Forge (City) , including two overhead gateway signs and approximately fifty (50) ground-mounted wayfinding signs to be installed at strategic locations throughout the City.

The gateway signage component will include two signature entry features located along U.S. Highway 441 at primary entry points into the City. These gateway archway signs are intended to serve as welcome elements that establish a strong sense of arrival and community identity for visitors entering the City. The structures are anticipated to be architecturally significant and constructed using decorative materials such as various types of metal and stone, incorporating lettering, statutes, structural supports and durable finishes suitable for long-term outdoor exposure. Coordination will be required to address structural design considerations, utility impacts, TDOT licensing requirements, roadway clearances, and compliance with applicable State and local transportation standards.

The wayfinding signage component will consist of the planning and placement of approximately fifty (50) directional and informational signs distributed citywide to assist visitors in navigating to major attractions, parking areas, public facilities, and key destinations. While specific sign locations have not yet been finalized, the effort is expected to include evaluation of potential locations, coordination with City stakeholders, and consideration of traffic operations, visibility, safety, and consistency with branding standards. The signage program will support improved visitor circulation, reduced driver confusion, and enhanced overall mobility throughout the community.

Neel-Schaffer's role is anticipated to include coordination with KMA Design, engineering evaluation of proposed sign locations, preparation of construction-ready plans and details, and assistance with TDOT licensing, and implementation to promote a safe, durable, and compatible signing program.



Project Objectives

- Provide structural foundation design and construction administration support.
- Coordinate with TDOT for approvals of archways and wayfinding signage.
- Deliver structural documents, mapping, and design drawings.
- Provide shop drawing review and field support during construction activities.

Project Assumptions & Constraints

- KMA Design as Prime; Neel-Schaffer as Subconsultant.
 - Robert G. Campbell & Associates will supply surveying services as a subconsultant to Neel-Schaffer.
 - S&ME, Inc. will supply geotechnical services as a subconsultant to Neel-Schaffer.
- TDOT coordination required for archways and wayfinding signage.
- City/KMA Design provides existing data; team fills gaps.
- ROW acquisition by others, if necessary.
- No environmental clearances are included.
- KMA Design will design all signs.
- Fabrication and installation by contractor.

SCOPE OF SERVICES

Task 1: Project Management & Coordination

This task includes virtual bi-weekly meetings for six months, four in-person site visits throughout the life of project, creation of status reports, monthly invoice submittals, and documented action items. The project manager, Greg Judy, will serve as the single point of contact for KMA Design. The deputy project manager, Morgan Murphy, will handle the day-to-day tasks. The lead and deputy project managers will facilitate and coordinate the technical activities completed by the Neel-Schaffer discipline staff.

Task 2: Design

i. Project Initiation and Coordination

Attend project kickoff in-person meeting with the KMA Design and the City. The project team will confirm project goals, schedule, communication protocols, and design expectations for both the gateway signage along Highway 441 and the wayfinding signage.

ii. Site Inventory and Field Review

Perform field reviews along Highway 441 for the two gateway signs and for the approximately fifty (50) wayfinding signs throughout the City to document roadway characteristics, available right-of-way, utilities, visibility considerations, and potential constraints affecting gateway sign placement and wayfinding sign locations. Locations for the wayfinding signs will be documented during this time in the field.

iii. TDOT Pre-Coordination

Initiate early coordination with the Tennessee Department of Transportation (TDOT) to review excess lands licenses requirements, structural clearance requirements, and applicable standards for signage located within or adjacent to state-owned roadways.

iv. Surveying

Robert G. Campbell & Associates will perform a topographic survey to support design of the two overhead gateway signs on Highway 441. Services will include collection of horizontal and vertical control, existing ground elevations, roadway features, overhead and underground utility identification and locations, right-of-way limits (if available), drainage features, and other pertinent site improvements. Survey data will be provided in CAD-compatible format and include sufficient detail to support engineering design, structural foundation layout, and TDOT coordination. Deliverables will include a signed survey drawing prepared under the supervision of a Tennessee-licensed professional surveyor.

v. Geotechnical Services

S&ME, Inc. will be responsible for all geotechnical services. Geotechnical field services will begin upon written authorization. Utility coordination will include notification through Tennessee 811 for member utility marking; identification of non-member utilities will be the client's responsibility. A private utility locating consultant will also be retained to evaluate boring locations due to the likelihood of underground utilities near roadway areas. Test locations will be established in the field using measurements and coordination with the owner; precise survey control may require a licensed surveyor if desired.

Geotechnical exploration will consist of four (4) soil test borings performed in general accordance with applicable ASTM standards using an ATV or truck-mounted drill rig. Two borings will be completed at each sign location, advanced to auger refusal (anticipated at approximately 30 feet or less), with a minimum of five (5) feet of rock coring per boring. Standard Penetration Tests will be performed in the upper portions and at regular depth intervals. A field professional will log soils and rock, collect samples, measure groundwater where feasible, and oversee borehole backfilling and closure.

Laboratory testing will include soil classification and selected index testing. Upon completion, a Tennessee-licensed engineer will prepare a geotechnical report summarizing site conditions, subsurface findings, laboratory results, and foundation and site preparation recommendations.

vi. Concept Development

Assist in the development and refinement of preliminary concept plans for the gateway archway signs, including general layout, scale, placement considerations, and integration with architectural and aesthetic elements (as provided by KMA Design), as well as conceptual planning for the overall wayfinding signage system. The preliminary structural design will be completed during this task.

vii. Utility Coordination

Identify potentially affected utility companies, distribute project plans for review, and coordinate with utility companies to identify potential conflicts.

viii. GIS Mapping and Locational Planning

Development of GIS mapping and locational planning to include a citywide geospatial database to support the placement of approximately fifty (50) wayfinding signs within the City. Services will include compiling available base mapping, roadway and right-of-way data, and major destination points; evaluating visibility and access considerations; and preparing sign location exhibits for KMA Design review. GIS maps will illustrate proposed sign locations. Neel-Schaffer will support coordination with City and KMA Design staff and provide a GIS mapping deliverable compatible with current City/County GIS mapping for the new wayfinding signage.

ix. Final Design Development

Finalization of sign placement locations based on field verification, stakeholder input, and completed coordination with TDOT. Structural design for gateway sign foundations and supporting elements will be finalized, and engineering plans will be refined to incorporate approved layouts and design requirements. Final design efforts will address drainage considerations, traffic control needs during construction, and constructability requirements. Neel-Schaffer will prepare estimated quantity tabulations to support cost development and bidding. A comprehensive Quality Control (QC) review will be conducted to verify accuracy, coordination, and completeness prior to advancing the plans into the construction document phase.

Task 3: Construction Documents

i. TDOT Excess Lands License

Provide coordination and services necessary to obtain a TDOT Excess Land License for proposed gateway and wayfinding signage located within state-owned right-of-way in the City. Services will include preparation of required application materials, coordination with TDOT staff to confirm eligibility and licensing requirements, and development of supporting exhibits illustrating proposed sign locations, dimensions, setbacks, and site conditions. Neel-Schaffer will assist with documentation addressing safety, access control, and compliance with applicable TDOT standards and policies. The scope also includes responding to TDOT review comments, coordinating revisions as needed, and supporting the City through the approval process until license issuance. Final execution of agreements and payment of applicable TDOT fees will remain the responsibility of the City. Neel-Schaffer cannot guarantee approval by TDOT.

ii. Construction Document Package

Development of construction specifications using the KMA Design–provided template, incorporating finalized sign locations, layouts, and engineering details. Plans will include structural foundation details for overhead gateway signs and TDOT & MUTCD compliant installation details for wayfinding signage. Technical specifications will be prepared for structural components, foundations, and associated installation requirements for items designed by Neel-Schaffer. A formal QC review will be performed prior to submittal to verify accuracy, completeness, and coordination with project requirements. Final plans will be signed and sealed by a Tennessee-licensed professional engineer. Neel-Schaffer will also prepare an opinion of probable construction cost for engineering-designed elements to support project budgeting and bidding activities.

iii. Bidding & Bid Evaluation

Provide bidding phase support services for the gateway and wayfinding signage project. Services will include responding to contractor Requests for Information (RFIs), preparing technical addenda as required to clarify the construction documents, and assisting KMA Design with bid evaluation by reviewing submitted bids for completeness, general conformance with project requirements, and identifying potential irregularities or concerns.

Task 4: Construction Engineering & Inspection

i. Construction Administration

Provide oversight and coordination with project inspectors and respond to contractor RFIs to clarify design intent and support proper implementation of the construction documents during installation.

ii. Field Inspections

Provide periodic field inspections during construction to observe installation progress and general conformance with the construction documents. Services will include site visits for an anticipated four (4) month construction duration, assuming approximately four (4) hours per week of inspection time. Field reviews will focus on signage placement, foundation installation, and coordination with roadway conditions. Neel-Schaffer will document observations, communicate findings to KMA Design, and provide clarification as needed to support successful project implementation.

iii. Closeout

Support project closeout by reviewing the contractor-provided punch list, participating in the substantial completion field review meeting, and updating GIS mapping to reflect final installed sign locations for City records and future maintenance use.

Deliverables

- Meeting notes
- Concept design
- Final design
- Construction estimate
- Specifications for construction
- Inspection reports
- GIS files

Schedule & Milestones

March 2026: Kickoff Meeting

April 2026: Site Inventory/Field Reviews

May 2026: Concept Design/Survey/Geotech

June 2026: 60% Design

July 2026: 90% Design / GIS Placement

August 2026: Finalize Construction Documents & TDOT Excess Land License

August 2026: Bid/Award Project

September-December 2026: Construction Administration, Inspection & Closeout

Exhibit C - Hourly Rates

KMA Design

Principal in Charge	\$175.00
Project Director	\$120.00
Project Manager	\$85.00
Design Director	\$120.00
Sr. Graphic Designer	\$110.00

Neel-Schaffer, Inc.

Officer / Sr. Manager	\$300.00
Sr. Project Manager	\$235.00
Professional Intern (Deputy PM)	\$125.00
Professional II	\$190.00
Professional I	\$165.00
Technician IV	\$130.00
Inspector III	\$115.00
Sr. Clerical	\$90.00