



## AGENDA

CITY COMMISSION MEETING  
MONDAY, APRIL 27, 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

5. **Ordinance No. 2026-1193** — an ordinance to abandon .27 acres of R.O.W. located along the City Hall Campus Property formerly known as Estate Street and said R.O.W./acres is hereby incorporated into the TKC Hospitality 1, LLC tract — second reading

### New Business

6. Discussion and consideration for approval of CDM Smith's proposal to prepare a traffic study for Huskey Street between Cates Lane to the west and the Parkway to the east. - Jeff Mize
7. Discussion and consideration for approval of a contract with Pugh CPAs for the 2025-2026 fiscal year audit — Dennis Clabo
8. Discussion and consideration for approval to accept the SUDC grant from the Tennessee Department of Environment and Conservation — Steve Williams
9. Discussion and consideration for approval to proceed with an artist contract for the July 3rd Patriot Festival in the amount of \$25,000. - Daniel Barnhart
10. Discussion and consideration for approval to repave The Riverwalk Trail from The Municipal Parking Lot at The Island to the pedestrian bridge at The LeConte Center/Holiday Inn. — Tom Garner
11. Discussion and consideration for approval to accept the 100% Cybersecurity Grant through the State of Tennessee utilizing Department of Homeland Security funds from "Fiscal Year 2024 State and Local Cybersecurity Grant Program." — Rob Ogle

12. Discussion and consideration for approval to apply for the 2026–2027 FTA/TDOT 5311 Program Grant that would be used to purchase one replacement trolley and a Warranty Service Agreement with Connexionz - Lynn Wilhoite
13. Discussion and consideration to award work to the lowest bidder, Summit Waterproofing, Inc in the amount of \$107,000 for removing failing caulk and placing approximately 4,160 feet of new silicone at the LeConte Center. - Phil Campbell
14. Discussion and consideration for approval of the 2026 City Maintenance Agreement. - 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, APRIL 13, 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, Assistant Finance Director Baiamonte, City Attorney Rowell, and interested citizens.

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

**REGULAR MEETING**

The minutes were unanimously approved following motion by Vice Mayor Ogle and second to motion by Commissioner Watts.

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 Watts, second by Commissioner Whaley, it was unanimously approved to accept the bills as presented.

**Old Business**

There was no old business.

**New Business**

**Ordinance No. 2026-1192** to amend the zoning map of Pigeon Forge by rezoning Parcel 049.02 of Sevier County Tax Map 093, located on Russie Gap Road from the R-1 district to R-2 District was presented on the first reading. Assistant City Planner Ferrada presented. On a motion by Commissioner Adams and a second by Commissioner Watts, and with all voting "aye" the motion was approved on the first reading.

**Ordinance No. 2026-1193** to abandon .27 acres of R.O.W. located along the City Hall Campus Property formerly known as Estate Street and said R.O.W./acres is hereby incorporated into the TKC Hospitality 1, LLC tract was presented on the first reading. Attorney Rowell presented. On a motion by Vice Mayor Ogle and a second by Commissioner Whaley, and with all voting "aye" the motion was approved on the first reading.

Discussion and consideration of a proposal from Cannon and Cannon, Inc. for a Water System Master Plan and Model Update was presented for approval. Tim Tucker

with Cannon & Cannon presented and recommended the agreement in the amount of \$200,000.00. On a motion by Commissioner Watts, second by Vice Mayor Ogle, it was unanimously approved to accept the agreement as presented.

Discussion and consideration of the implementation of the 25–26 Salary Study and Compensation Plan in the current fiscal year was presented for approval. Human Resources Director Sutton presented and recommended the plan with an annualized implementation cost of \$1,968,000.00. On a motion by Commissioner Adams, second by Commissioner Whaley, it was unanimously approved to accept the plan as presented.

Discussion and consideration for approval to purchase the replacement of the existing Water Plant main panel, PLC components and filter Operator Interface Terminals from MR Systems was presented for approval. Water Plant Supervisor McMahan presented and recommended the sole source purchase in the amount of \$255,132.00. On a motion by Vice Mayor Ogle, second by Commissioner Adams, it was unanimously approved to accept the purchase as presented.

Discussion and consideration to name the public road connecting the Parkway and River Road, Stringtown Lane, in honor of the community located in the area and considered a historic location in Pigeon Forge was presented for approval. Assistant City Planner Ferrada presented. On a motion by Commissioner Whaley, second by Commissioner Watts, it was unanimously approved to accept the request as presented.

Discussion and consideration for approval to purchase a replacement Trolley from Home Town Trolley utilizing the Federal and State Grant 785311-S3-084 was presented for approval. Mass Transit Director Wilhoite presented and recommended the purchase in the amount of \$508,668.67 with a 10% local match and a total cost to the city in the amount of \$50,866.86. On a motion by Commissioner Whaley, second by Commissioner Adams, it was unanimously approved to accept the purchase as presented.

Discussion and consideration for approval of the Employee Health Center Feasibility Study Proposal by OGS Capital was presented for approval. Risk Manager Bushey presented and recommended the proposal in the amount of \$18,000.00. On a motion by Commissioner Whaley, second by Commissioner Watts, it was unanimously approved to accept the request as presented.

Discussion and consideration for approval to purchase a Bearcat for Special Operations utilizing contract #AM10-23 on the HGAC Buy Program was presented for approval. Police Chief Catlett presented and recommended the purchase in the amount of \$458,749.00 utilizing funds from his DOJ and Drug Fund accounts. On a motion by Vice Mayor Ogle, second by Commissioner Watts, it was unanimously approved to accept the purchase as presented.

Discussion and consideration for approval to purchase Consoles for Communications in the New Police Department Building from Watson Consoles utilizing the Omnia contract was presented for approval. Police Chief Catlett presented and recommended the purchase in the amount of \$162,762.13. On a motion by

Commissioner Watts, second by Commissioner Adams, it was unanimously approved to accept the purchase as presented.

Discussion and consideration for approval to purchase Evidence Equipment for the new Police Department building from Fisher Scientific utilizing the Omnia Partners contract was presented for approval. Police Chief Catlett presented and recommended the purchase in the amount of \$78,402.50. On a motion by Commissioner Adams, second by Vice Mayor Ogle, it was unanimously approved to accept the purchase as presented.

Discussion and consideration for approval to lease equipment from VirTra for the new Police Department building was presented for approval. Police Chief Catlett presented and recommended the 3 year sole source lease with an annual cost of \$104,930.50 and a total cost of \$323,561.50 after training and installation. On a motion by Commissioner Adams, second by Commissioner Whaley, it was unanimously approved to accept the lease as presented.

Discussion and consideration for approval to purchase Taser battery docks and body-worn camera docks from Axon for the new Police Department building was presented for approval. Police Chief Catlett presented and recommended the sole source purchase in the amount of \$24,495.10. On a motion by Commissioner Whaley, second by Vice Mayor Ogle, it was unanimously approved to accept the purchase as presented.

Discussion and consideration for approval to purchase ammunition from Gulf State Distributors utilizing SWC 331 was presented for approval. Police Chief Catlett presented and recommended the purchase in the amount of \$100,720.00. On a motion by Vice Mayor Ogle, second by Commissioner Watts, it was unanimously approved to accept the purchase as presented.

Discussion and consideration for approval of the Southern Software Maintenance Agreement for the Public Safety Software was presented for approval. Police Chief Catlett presented and recommended the agreement in the amount of \$33,014.00. On a motion by Commissioner Whaley, second by Commissioner Watts, it was unanimously approved to accept the agreement as presented.

Discussion and consideration for approval to proceed with the artist contract for the July 4th Patriot Festival was presented for approval. Special Events Manager Barnhart presented and recommended the contract in the amount of \$40,000.00. On a motion by Commissioner Watts, second by Vice Mayor Ogle, it was unanimously approved to accept the contract as presented.

Discussion and consideration for approval to use the low bidder, Stansell Electric Company, for the Jake Thomas Road Mid-block Crossing was presented for approval. Assistant Public Works Director Rainbolt presented and recommended the bid in the amount of \$174,463.40. On a motion by Vice Mayor Ogle, second by Commissioner Adams, it was unanimously approved to accept the bid as presented.

Discussion and consideration for approval of the Subcontract Change Order from Progression Electric for the Parkway & Veterans Traffic Signal Replacements was

presented for approval. Assistant Public Works Director Rainbolt presented and recommended the change order with a final cost decrease in the amount of \$3,389.51. On a motion by Vice Mayor Ogle, second by Commissioner Watts, it was unanimously approved to accept the request as presented.

Discussion and consideration for approval of the Change Order from CEC for Civil Engineering, Construction Administration and Surveying Services for the City Hall site development plan was presented for approval. Assistant City Manager Brackins presented and recommended the change order with in the amount of \$17,500. On a motion by Commissioner Adams, second by Commissioner Whaley, it was unanimously approved to accept the request as presented.

Discussion and consideration for approval to purchase additional Right-Of-Way on tract 36 for the Westside Connector Roadway Project was presented for approval. Assistant City Manager Brackins presented and recommended the purchase in the amount of \$5,000.00. On a motion by Vice Mayor Ogle, second by Commissioner Watts, it was unanimously approved to accept the purchase as presented.

Discussion and consideration to re-appoint Tony Watts to the Library Board and the Sevier County Economic Development Council for second three-year terms of each beginning July 1, 2026 was presented for approval. On a motion by Commissioner Whaley, second by Vice Mayor Ogle, it was unanimously approved to accept the request as presented.

Manager’s report included the following:

1. The annual Spring Rod Run will be this weekend.
2. The Loveday Family Bridge was approved and will be dedicated soon.
3. The new city website launch is set for May 5, 2026.
4. Thank you to everyone who worked on the wage study.

Mayor McClure asked for comments from the board.

Having no comments received, the meeting was duly adjourned at 6:05 p.m.

APPROVED: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY RECORDER



City of Pigeon Forge

# Receipt Register - Abridged

POPKT06159 - 2026 4-28 CC

Vendor	Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Project Account Key	Vendor Amount Item Amount
<u>00669 - ABC Embroidery</u>								
	2604889	9009	Water/Sewer	04/28/2026	Hooded zip-front sweatshirt	413-52113-326 - Water Plant - Clothing And Ur		819.70
	2605077	98010	Water/Sewer	04/28/2026	Jacket for Tyler Dorsey	413-52113-326 - Water Plant - Clothing And Ur		649.78
	2605452	605	General Fund	04/28/2026	Shirts- Rhonda Adm	110-41500-326 - City Admin./Finance - Clothing		59.98
								109.94
<u>20429 - Ace Outdoors Inc</u>								
	2606100	000285	General Fund	04/28/2026	12 Plants (shrubs Wear Farm)	110-44710-265 - Parks Maintenance - Maint. - I		419.88
								419.88
<u>00622 - Advance Auto Parts</u>								
	2605959	4835	General Fund	04/28/2026	AXLE 721 PD	110-14130 - Inventory Of Material		1,077.08
	2605969	0963	General Fund	04/28/2026	thread kit tk 403 garage	110-14130 - Inventory Of Material		410.76
	2605987	4837	General Fund	04/28/2026	BRAKE PADS AND ROTORS TK 401 GARAGE	110-14130 - Inventory Of Material		29.99
	2606101	4929	General Fund	04/28/2026	Temp blend actuator unit 637	110-14130 - Inventory Of Material		144.99
	2606154	4968	General Fund	04/28/2026	OIL FOR STOCK	110-14130 - Inventory Of Material		40.54
	2606261	5081	General Fund	04/28/2026	Fiberglas Kit	110-43500-261 - Mass Transit - Maint. - Vehicle		136.68
	2606276	5094	General Fund	04/28/2026	BATTERY TRAM 5 MASS TRANSIT	110-14130 - Inventory Of Material		24.96
								289.16
<u>01150 - Amazon Capital Services Inc</u>								
	2606641	1W4R-WY7L-QLHR-1	General Fund	04/28/2026	Hand Tools and Supplies	110-44710-345 - Parks Maintenance - Machine		3,875.37
	2606695	1Y6G-JP6D-MKHR	General Fund	04/28/2026	Books, SRP, Teen Programming, Office Supplies	110-44810-222 - Library - Books		75.49
					Books, SRP, Teen Programming, Office Supplies	110-44810-236 - Library - Public Relation		74.10
					Books, SRP, Teen Programming, Office Supplies	110-44810-310 - Library - Office Supplies		408.73
	2606848	1WN7-HGY6-GX9D	General Fund	04/28/2026	Hose coupler for trolleys	110-14130 - Inventory Of Material		82.38
	2606872	1RCR-4JYL-D3M3	General Fund	04/28/2026	LED headlights for stock Trolley's	110-14130 - Inventory Of Material		88.24
	2606880	19XJ-QN4X-6HT1	General Fund	04/28/2026	Belt Clip-Badge Holder-Hanging File Folders	110-41500-310 - City Admin./Finance - Office S		781.71
	2606888	1MPJ-C9PJ-6C79	General Fund	04/28/2026	RIDGE WASHER Pressure Washer Hose 50	110-41840-266 - Bldg. Maintenance - Maint. - I		186.25
	2606894	1LHQ-93XM-V17Y	General Fund	04/28/2026	HP414A Ink Cartridges All Colors-Cindy Sutton	110-44710-310 - Parks Maintenance - Office Su		103.34
	2606912	1F64-PLJF-73RC	General Fund	04/28/2026	bulletin board for timecards	110-43100-312 - Street - Office Equipment		242.98
	2606914	1LHQ-93XM-YQTQ	LeConte Cente	04/28/2026	In house event cell phone case protector	110-43100-312 - Street - Office Equipment		39.89
	2606918	1WKJ-4R91-3T91	General Fund	04/28/2026	Books, art club supplies, microphone	435-47215-329 - LeConte Center - Other Opera		17.99
					Books, art club supplies, microphone	110-44810-222 - Library - Books		34.98
	2606931	111X-LCMK-9DCT	General Fund	04/28/2026	Cleaning Supplies	110-44810-236 - Library - Public Relation		181.13
	2606936	1PKW-GC3Q-6LXY	General Fund	04/28/2026	Arts, Crafts, & Supplies for Child Care	110-43500-318 - Mass Transit - Vehicle Cleanin		91.51
	2606964	1QYM-3KFC-6FQ9	General Fund	04/28/2026	Faucet for CC, Freezer Handle & Fastners-Transit	110-44410-325 - Community Center - Recreatic		341.47
	2606968	164M-HT1F-4F4K	LeConte Cente	04/28/2026	6/12 volt battery load tester	110-41840-266 - Bldg. Maintenance - Maint. - I		189.87
					6/12 volt battery load tester	435-47215-266 - LeConte Center - Maint. - Buil		14.78
	2606971	14QR-V39G-3XRN	General Fund	04/28/2026	Ink Cartridges for Child Care	435-47215-345 - LeConte Center - Machinery		29.95
						110-44410-310 - Community Center - Office Su		89.66

**Receipt Register - Abridged**

**POPKT06159 - 2026 4-28 CC**

2607005	11F3-774X-YDHN	General Fund	04/28/2026	Decorations for the Front Desk/Lobby Area	110-41840-329 - Bldg. Maintenance - Other Op	6.59
				Decorations for the Front Desk/Lobby Area	110-44410-329 - Community Center - Other Op	152.48
2607018	1TXM-QKGY-HW3D	General Fund	04/28/2026	Paper Clips-Anti-Bully-Document It-Sexual Harrass	110-41500-220 - City Admin./Finance - Printing	224.24
				Paper Clips-Anti-Bully-Document It-Sexual Harrass	110-41500-310 - City Admin./Finance - Office S	19.62
2607055	11VY-TG94-LGQW	General Fund	04/28/2026	Ash Bucket for WFP Grills/Trimmer Head	110-44710-333 - Parks Maintenance - Equipme	35.74
				Ash Bucket for WFP Grills/Trimmer Head	110-44710-345 - Parks Maintenance - Machine	62.98
2607082	1KGX-9CLC-PPLN	General Fund	04/28/2026	Pool Vacuum Hose with Brush & Wax for Pool Slide	110-44410-329 - Community Center - Other Op	165.48
2607087	19LT-9H1N-6WQV	LeConte Center	04/28/2026	high voltage insulation tape	435-47215-266 - LeConte Center - Maint. - Buil	44.75
2607117	1RN6-4HJN-7V3J	General Fund	04/28/2026	Monitor Stand Risers	110-43500-312 - Mass Transit - Office Equipme	69.46
2607196	1JGR-DX96-4L46	Water/Sewer	04/28/2026	Brushes for cleaning Streaming current monitor	413-52113-329 - Water Plant - Other Operating	19.58
<u>20238 - American Heart Association</u>						<b>821.25</b>
2606419	SCPR257541	General Fund	04/28/2026	CPR Supplies	110-42200-148 - Fire - Emp. Education & Traini	821.25
<u>00789 - American Red Cross</u>						<b>315.00</b>
2607150	23186289	General Fund	04/28/2026	Red Cross Learn to Swim Annual Fee	110-44410-235 - Community Center - Member:	315.00
<u>21645 - Andrea Towne</u>						<b>247.50</b>
2607111	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual :	247.50
<u>01300 - Andrew Galtieri</u>						<b>770.00</b>
2606974	284	LeConte Center	04/28/2026	Labor picking up chairs from Women of Joy event	435-47215-200 - LeConte Center - Contractual :	770.00
<u>21757 - Bakers Waste Management LLC</u>						<b>23,254.00</b>
2606011	NC140434	Sanitation	04/28/2026	dumpsters for resale	123-43230-350 - Sanitation - Items For Resale	11,627.00
	NC140749	Sanitation	04/28/2026	dumpsters for resale	123-43230-350 - Sanitation - Items For Resale	11,627.00
<u>20632 - Barbara Sanders</u>						<b>255.00</b>
2607105	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual :	255.00
<u>20267 - Blount County Government</u>						<b>9,600.00</b>
2607162	209	General Fund	04/28/2026	Deputy Labor - Spring Rod Run April 17-19,2026	110-42100-200 - Police - Contractual Services	9,600.00
<u>02289 - Bullfish Of Pigeon Forge LLC</u>						<b>160.00</b>
2606678	35372996	LeConte Center	04/28/2026	Coffee and cinnamon rolls for Women of Joy 4/10	435-47215-287 - LeConte Center - Meals And E	80.00
2606679	35372997	LeConte Center	04/28/2026	Coffee and cinnamon rolls for Rod Run 4/16	435-47215-287 - LeConte Center - Meals And E	80.00
<u>21821 - Business Plan Solutions LLC</u>						<b>9,000.00</b>
2606998	769	General Fund	04/28/2026	Employee Health Center Feasibility Study Proposal	110-41990-259 - Other General Govt. - Other P	9,000.00
<u>21115 - C.M. Henley Company LLC</u>						<b>295.95</b>
2606557	CM23681	LeConte Center	04/28/2026	repair of 4 punctures on South Hallway roof	435-47215-266 - LeConte Center - Maint. - Buil	295.95

**Receipt Register - Abridged**

**POPKT06159 - 2026 4-28 CC**

02925 - Cannon & Cannon, Inc.

2606962	51229	Water/Sewer	04/28/2026	Waldens Creek tank & pump station improvement	413-52317-254 - Admin. & General - Architectu	12,900.00
						12,900.00

20621 - Carmalynn Russell

2607103	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual :	715.00
2607192	ADA Animal Control PF	LeConte Center	04/28/2026	ADA Animal Control PF Rod Run Apr 16-18	435-47215-200 - LeConte Center - Contractual :	315.00
						400.00

20622 - Carolyn Gann

2607095	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual :	75.00
						75.00

21185 - CDL PowerSuite LLC

2606940	B905990F2-0020	General Fund	04/28/2026	CDL Training James Dunnaway	110-43500-148 - Mass Transit - Emp. Education	25.00
						25.00

03897 - CDM Smith

2606985	90260764	General Fund	04/28/2026	EDA Grant Professional Planning & Services	110-80000-254 - Grants - Architectural, Engineer	92,212.35
2607177	90261162	General Fund	04/28/2026	Westside Connector Phase 2 design inv # 9026116	110-41990-979 - Other General Govt. - West Si	81,212.35
						11,000.00

20462 - Charles B. Rowe

2607102	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual :	236.25
						236.25

21817 - Christopher Cleveland

2607121	Sheriff Dep Security Offi	LeConte Center	04/28/2026	Sheriff Dep Security Officers for Women of Joy	435-47215-200 - LeConte Center - Contractual :	525.00
2607194	SC Sheriff Dep PF Rod R	LeConte Center	04/28/2026	SC Sheriff Dep PF Rod Run Apr 18	435-47215-200 - LeConte Center - Contractual :	175.00
						350.00

03265 - Cintas Corporation No. 2,

2607206	5330756302	General Fund	04/28/2026	Monthly Eye Wash for Station 1 & 2	110-42200-269 - Fire - Maint. - Other	227.07
2607226	5330756304	Water/Sewer	04/28/2026	Cintas Monthly Eyewash Stations April 2026	413-52113-269 - Water Plant - Maint. - Other	52.58
2607228	5330756303	General Fund	04/28/2026	monthly eyewash inspection for blding maint	110-41840-269 - Bldg. Maintenance - Maint. - C	71.58
2607244	5330979001	General Fund	04/28/2026	1st Aid Supplies for Front Desk & Pool	110-44410-322 - Community Center - Chemical	21.45
						81.46

03616 - City Electric Supply Company

2606371	PFG/001390	General Fund	04/28/2026	materials for fans @ Transit berths	110-41840-266 - Bldg. Maintenance - Maint. - E	1,937.35
						148.24
2606517	PFG/001455	General Fund	04/28/2026	materials for fans @ Transit berths	110-41840-329 - Bldg. Maintenance - Other Op	71.39
2606720	PFG/001559	General Fund	04/28/2026	electrical supplies for fans @ transit berths	110-41840-266 - Bldg. Maintenance - Maint. - E	713.75
2606744	PFG/001573	General Fund	04/28/2026	materials for new circuits @ trolley barn	110-41840-266 - Bldg. Maintenance - Maint. - E	554.12
2606989	PFG/.001724	General Fund	04/28/2026	materials for trolley barn	110-41840-266 - Bldg. Maintenance - Maint. - E	66.65
						383.20

21119 - Coca Cola Consolidated Inc

2606993	51894337007	General Fund	04/28/2026	Resale Drinks for Bowling Center	110-44410-350 - Community Center - Items For	3,047.61
2607043	51916146026	General Fund	04/28/2026	Concession Drinks for Wear Farm Park	110-44410-350 - Community Center - Items For	526.46
						2,463.15
						58.00

**Receipt Register - Abridged**

**POPKT06159 - 2026 4-28 CC**

<u>21452 - Cody &amp; Taylor Henry</u>							<b>3,300.00</b>
2606762	2287	General Fund	04/28/2026	Contract mowing / Slopes / Parking Lot	110-44710-200 - Park Contractual Services		3,300.00
<u>20851 - Community Development Partners</u>							<b>10,000.00</b>
2606946	12871	Water/Sewer	04/28/2026	2024 TDEC ARPA Competitve Project	413-52317-254 - Admin. & General - Architectu		10,000.00
<u>03990 - Consolidated Electrical Dist Inc</u>							<b>1,500.94</b>
2606544	1023-1113557	Water/Sewer	04/28/2026	Replacement drive for pump motor at Wild Briar P	413-52113-269 - Water Plant - Maint. - Other		807.23
2606727	1023-1113859	Water/Sewer	04/28/2026	Input line reactor	413-52113-269 - Water Plant - Maint. - Other		693.71
<u>21240 - Dataline LLC</u>							<b>630.00</b>
2605322	32314	General Fund	04/28/2026	Silicone Braclets	110-42100-236 - Police - Public Relation		630.00
<u>21268 - David Keith Hanley</u>							<b>4,540.00</b>
2605661	053	General Fund	04/28/2026	Hanley - Evertch Temp IT Staffing Services (2)	110-41640-200 - Information Technology - Con		2,440.00
	054	General Fund	04/28/2026	Hanley - Evertch Temp IT Staffing Services (2)	110-41640-200 - Information Technology - Con		2,100.00
<u>04491 - Department Of Commerce-TFACA</u>							<b>1,003.85</b>
2606471	19423	General Fund	04/28/2026	Making Decisions Using Modern Day Smoke Readin	110-42200-148 - Fire - Emp. Education & Traini		420.00
2606948	19442	General Fund	04/28/2026	Aerial Apparatus Driver Operator Class	110-42200-148 - Fire - Emp. Education & Traini		171.00
				Aerial Apparatus Driver Operator Class	110-42200-280 - Fire - Travel		200.00
				Aerial Apparatus Driver Operator Class	110-42200-287 - Fire - Meals And Entertainment		142.50
2607023	19442 Balance	General Fund	04/28/2026	Pumping and Aerial Apparatus Driver Operator Bo	110-42200-148 - Fire - Emp. Education & Traini		70.35
<u>04745 - East Tennessee Steel Supply</u>							<b>991.55</b>
2606846	265909	State Street Aic	04/28/2026	1/2 x 4" HR BAR A36 20'	121-43100-934 - Street - Drainage		991.55
<u>20975 - Elisha Jiminez</u>							<b>251.25</b>
2607098	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual :		251.25
<u>05035 - Extreme Vinyl Graphics</u>							<b>420.00</b>
2605676	2026-0259	General Fund	04/28/2026	Giveaways at Community \evenst ( ridgewood etc)	110-42100-236 - Police - Public Relation		420.00
<u>10346 - Farmhouse Country Foods LLC</u>							<b>1,161.50</b>
2607035	Chuckwagon Intimate D	General Fund	04/28/2026	Chuckwagon Intimate Dinner Mama's Farmhouse	110-47211-239 - Special Events - Other Publicit		1,161.50
<u>21312 - Fast Pace Medical Clinic PLLC</u>							<b>218.00</b>
2606265	4-17-26 Statement	General Fund	04/28/2026	DOT Physical	110-43500-251 - Mass Transit - Medical		218.00
<u>16741 - Fast Signs #51401</u>							<b>440.89</b>
2606781	2039-13019	LeConte Center	04/28/2026	8ft flag banners fro trolley tram pick up zones	435-47215-220 - LeConte Center - Printing		440.89
<u>05427 - Fastenal</u>							<b>152.00</b>
2606995	TNSEV74767	General Fund	04/28/2026	Hardware for stock unit 207	110-43170-329 - Fleet Maintenance - Other Op		152.00



**Receipt Register - Abridged**

**POPKT06159 - 2026 4-28 CC**

<u>07380 - Insight Public Sector, Inc.</u>							<b>284,382.91</b>
2605863	1101373307	General Fund	04/28/2026	Insight - Solarwinds Dameware Renewal - 3yr	110-41640-269 - Information Technology - Mai	2,082.21	
2606143	1101377967	General Fund	04/28/2026	Insight - FF&E PD Equipment (Cams, APs, PCs, etc)	110-41640-920 - Information Technology - Buil	117,484.81	
	1101377937	General Fund	04/28/2026	Insight - FF&E PD Equipment (Cams, APs, PCs, etc)	110-41640-920 - Information Technology - Buil	151,749.99	
2606292	1101380746	General Fund	04/28/2026	Insight - IBM Optimization Support for VMware	110-41640-269 - Information Technology - Mai	13,065.90	
<u>20394 - International Council of E-Commerce Consultants</u>							<b>3,620.65</b>
2605730	1512	General Fund	04/28/2026	EC Council - CCISO Training Class - Rob Ogle	110-41640-148 - Information Technology - Emg	3,620.65	
<u>07299 - International Fire Protection Inc</u>							<b>720.00</b>
2607155	R18086	General Fund	04/28/2026	Fire Monitoring for Special Events 4/1/26-3/31/27	110-41840-269 - Bldg. Maintenance - Maint. - C	360.00	
2607209	R18087	General Fund	04/28/2026	Fire Monitoring - Fire Station #2- 4/1/26-3/31/27	110-41840-269 - Bldg. Maintenance - Maint. - C	360.00	
<u>17673 - Interstate Mechanical Service LLC</u>							<b>217.00</b>
2607089	21801`	LeConte Center	04/28/2026	monthly P.M. service agreement	435-47215-269 - LeConte Center - Maint. - Oth	217.00	
<u>07456 - J.W. Pepper &amp; Son, Inc.</u>							<b>302.14</b>
2606321	368428999 & 3684252C	General Fund	04/28/2026	MUSIC FOR COMMUNITY CHORUS	110-47210-238 - Tourism - Community Chorus	302.14	
<u>18193 - Jack Shults</u>							<b>180.00</b>
2607197	Umpire Pay from April €	General Fund	04/28/2026	Umpire Pay from April 6 - 16, 2026	110-44410-160 - Community Center - Per Diem	180.00	
<u>16945 - James Bohanan</u>							<b>150.00</b>
2607026	Polo New Hire Seagle &	General Fund	04/28/2026	Polo New Hire	110-42100-326 - Police - Clothing And Uniform	150.00	
<u>20147 - James R Arnce</u>							<b>35.00</b>
2607198	Umpire Pay from April €	General Fund	04/28/2026	Umpire Pay from April 6 - 16, 2026	110-44410-160 - Community Center - Per Diem	35.00	
<u>17928 - Jeffrey D Cole</u>							<b>170.00</b>
2607200	Umpire Pay from April €	General Fund	04/28/2026	Umpire Pay from April 6 - 16, 2026	110-44410-160 - Community Center - Per Diem	170.00	
<u>09290 - Jim McMichael Signs &amp; Truck Painting</u>							<b>3,435.00</b>
2605836	104414	General Fund	04/28/2026	Repair Damage on 9967	110-43500-261 - Mass Transit - Maint. - Vehicle	3,435.00	
<u>07450 - Jim's Lock &amp; Key Shop</u>							<b>219.04</b>
2607079	43529	General Fund	04/28/2026	Padlocks	110-44710-329 - Parks Maintenance - Other Op	219.04	
<u>21627 - John Boruff</u>							<b>379.98</b>
2606904	6984	Water/Sewer	04/28/2026	Sidewinder wratchet extension	413-52114-345 - Water Distribution - Machiner	379.98	
<u>20465 - John J. O'Neill Jr</u>							<b>342.00</b>
2607101	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual :	342.00	
<u>20834 - Joseph Kyte</u>							<b>15,200.00</b>
2605379	REPAIRS TO TOPIARIES :	General Fund	04/28/2026	REPAIRS TO TOPIARIES	110-47210-237 - Tourism - Advertising	2,000.00	

**Receipt Register - Abridged**

**POPKT06159 - 2026 4-28 CC**

2606838	SPRING TOPIARIES 2026	General Fund	04/28/2026	SPRING TOPIARIES	110-47210-237 - Tourism - Advertising	13,200.00
<b>2,554.41</b>						
<u>08315 - Knox Filters, Inc.</u>						
2606206	216565	General Fund	04/28/2026	Filters	110-41840-266 - Bldg. Maintenance - Maint. - E	2,554.41
<b>784.42</b>						
<u>08177 - Kroger Store #536</u>						
2606829	2608016	General Fund	04/28/2026	Food for JOY Club - 4/10/2026	110-44410-287 - Community Center - Meals An	117.43
2606867	2793178	General Fund	04/28/2026	Items not to exceed \$150	110-44810-236 - Library - Public Relation	142.75
2606927	2608017	General Fund	04/28/2026	PF Rod Run 04/16-04/18	110-42100-287 - Police - Meals And Entertainm	524.24
<b>5,888.10</b>						
<u>17616 - Kronos SaaShr, Inc</u>						
2607048	110080054809 LC	LeConte Center	04/28/2026	UKG Kronos - 4/8/26	435-47215-269 - LeConte Center - Maint. - Oth	142.66
	110080054809 S/W	Sanitation	04/28/2026	UKG Kronos - 4/8/26	123-43230-269 - Sanitation - Maint. - Other	194.54
	110080054809 W/S	Water/Sewer	04/28/2026	UKG Kronos - 4/8/26	413-52113-269 - Water Plant - Maint. - Other	142.66
				UKG Kronos - 4/8/26	413-52114-269 - Water Distribution - Maint. - C	233.45
				UKG Kronos - 4/8/26	413-52316-269 - Utility Accounting - Maint. - O	25.95
	110080054809	General Fund	04/28/2026	UKG Kronos - 4/8/26	110-41500-269 - City Admin./Finance - Maint. -	233.45
				UKG Kronos - 4/8/26	110-41640-245 - Information Technology - Pho	51.88
				UKG Kronos - 4/8/26	110-41840-269 - Bldg. Maintenance - Maint. - C	168.60
				UKG Kronos - 4/8/26	110-42100-269 - Police - Maint. - Other	1,219.12
				UKG Kronos - 4/8/26	110-42200-269 - Fire - Maint. - Other	713.32
				UKG Kronos - 4/8/26	110-42400-269 - Public Works - Maint. - Other	90.79
				UKG Kronos - 4/8/26	110-43100-269 - Street - Maint. - Other	350.17
				UKG Kronos - 4/8/26	110-43170-269 - Fleet Maintenance - Maint. - C	155.63
				UKG Kronos - 4/8/26	110-43500-269 - Mass Transit - Maint. - Other	791.13
				UKG Kronos - 4/8/26	110-44410-269 - Community Center - Maint. - C	739.25
				UKG Kronos - 4/8/26	110-44710-269 - Parks Maintenance - Maint. - I	233.45
				UKG Kronos - 4/8/26	110-44810-269 - Library - Maint. - Other	129.69
				UKG Kronos - 4/8/26	110-47210-269 - Tourism - Maint. - Other	155.63
				UKG Kronos - 4/8/26	110-47211-269 - Special Events - Maint. - Other	64.85
				UKG Kronos - 4/8/26	110-47212-269 - Community Development - M	51.88
<b>1,428.24</b>						
<u>08809 - LabtronX, Inc.</u>						
2606841	35469	Water/Sewer	04/28/2026	Labtronx quarterly calibration	413-52113-269 - Water Plant - Maint. - Other	1,428.24
<b>58,216.75</b>						
<u>09224 - Lamar Dunn &amp; Associates, Inc.</u>						
2607080	PGF203 - PGF203-40	Water/Sewer	04/28/2026	Engineering for reuse tank, booster & 12" line	413-52211-900 - Sewer Collection (Lines) - Capi	247.50
2607083	PGF301 - 32	Water/Sewer	04/28/2026	Raw water intake & transmission project PGF301-3	413-52317-915 - Douglas Lake Project	57,969.25
<b>475.00</b>						
<u>21745 - Landscape Supply LLC</u>						
2606908	AR238007	General Fund	04/28/2026	Turf Herbicide	110-44710-322 - Parks Maintenance - Chemica	475.00
<b>1,371.26</b>						
<u>20528 - Life-Assist Inc</u>						
2606659	2097257	General Fund	04/28/2026	Station 1 Medical Supplies	110-42200-322 - Fire - Chemical	1,360.46

**Receipt Register - Abridged**

**POPKT06159 - 2026 4-28 CC**

2606659	2097653	General Fund	04/28/2026	Station 1 Medical Supplies	110-42200-322 - Fire - Chemical	10.80
<b>21286 - Linda Sue Moore</b>						
2607099	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual	202.50
<b>21809 - Lisa Hannam</b>						
2607068	000016	General Fund	04/28/2026	April Department Head Meeting	110-41990-287 - Other General Govt. - Meals A	322.00
<b>21159 - M3 Technology Group Inc</b>						
2602736	SI260622	General Fund	04/28/2026	Additional Speakers for new Fire Station	110-41990-920 - Other General Govt. - Building	7,128.01
<b>21575 - Mersino Dewatering LLC</b>						
2607056	147083	Water/Sewer	04/28/2026	1-16-26 to 2-12-26	413-52211-533 - Utility Sewer Equipment Rent:	11,085.00
2607058	148378	Water/Sewer	04/28/2026	Sewer Bypass Pump Rental	413-52211-533 - Utility Sewer Equipment Rent:	11,085.00
2607060	149375	Water/Sewer	04/28/2026	3-13-26 to 4-9-26	413-52211-533 - Utility Sewer Equipment Rent:	11,085.00
<b>21478 - Michelle Burger</b>						
2607092	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual	255.00
<b>21261 - Mickey Loyd</b>						
2607233	Umpire Pay - April 6 - 16	General Fund	04/28/2026	Umpire Pay - April 6 - 16, 2026	110-44410-160 - Community Center - Per Diem	250.00
<b>21201 - Morris &amp; McDaniel Inc</b>						
2604764	26.1047	General Fund	04/28/2026	Purchase new hire test for Isaiah Tillman	110-42200-259 - Fire - Other Prof. Services	25.00
<b>10425 - Mountain Tek</b>						
2605890	25554	General Fund	04/28/2026	Swiftwater Equipment	110-42200-344 - Fire - Safety Supplies	5,763.54
2606394	25629	General Fund	04/28/2026	Rope Rescue Equipment	110-42200-345 - Fire - Machinery	8,711.11
<b>10584 - NAFECO</b>						
2604834	1408362	General Fund	04/28/2026	Wildland Gear for Firefighters	110-42200-344 - Fire - Safety Supplies	10,965.00
2605203	1405561	General Fund	04/28/2026	Wildland Fire Helmets Full Brim Ratchet Suspensor	110-42200-344 - Fire - Safety Supplies	2,440.00
2605242	1405821	General Fund	04/28/2026	18" PPV 2x8 AH Bat Dual AC Charger, shore Power	110-42200-345 - Fire - Machinery	6,405.00
2605361	1411254	General Fund	04/28/2026	Tactical Bags for Josh Carr and Tyler King	110-42200-326 - Fire - Clothing And Uniforms	22.75
2605364	1408750	General Fund	04/28/2026	Brovo Concealable Panels (2) NIJ	110-42200-344 - Fire - Safety Supplies	6,300.00
2605572	1412211	General Fund	04/28/2026	Extrication and Airbag Testing and Repair	110-42200-269 - Fire - Maint. - Other	4,520.00
2605739	1408426	General Fund	04/28/2026	Uniform Alteration for Josh Carr	110-42200-269 - Fire - Maint. - Other	54.00
2605752	1405580	General Fund	04/28/2026	Reback East Escape Boots Size 9.5 C. Russell	110-42200-326 - Fire - Clothing And Uniforms	157.00
2605837	1408011	General Fund	04/28/2026	Thermal Imaging and Highrise pack Equipment	110-42200-345 - Fire - Machinery	385.31
2606132	1407716	General Fund	04/28/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	49.00
	1411060	General Fund	04/28/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	462.00
	1411061	General Fund	04/20/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	462.00
	1411063	General Fund	04/28/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	462.00
	1411064	General Fund	04/28/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	462.00
	1411065	General Fund	04/28/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	464.00

**Receipt Register - Abridged**

**POPKT06159 - 2026 4-28 CC**

2606132	1411066	General Fund	04/28/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	502.00
	1411067	General Fund	04/28/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	472.00
	1411068	General Fund	04/28/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	462.00
	1411069	General Fund	04/28/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	259.00
	1411070	General Fund	04/28/2026	Class A Uniforms for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	413.00
2606243	1408543	General Fund	04/28/2026	Uniform Brass for Class A Uniforms	110-42200-326 - Fire - Clothing And Uniforms	586.25
2606317	1409032	General Fund	04/28/2026	Blackinton Rhodium P.F.F.D Collar Insignia	110-42200-326 - Fire - Clothing And Uniforms	101.50
	1411921	General Fund	04/28/2026	Blackinton Rhodium P.F.F.D Collar Insignia	110-42200-326 - Fire - Clothing And Uniforms	216.00
2606434	1410393	General Fund	04/28/2026	Structural Firefighting Tools	110-42200-345 - Fire - Machinery	438.94
	148016	General Fund	04/28/2026	Structural Firefighting Tools	110-42200-345 - Fire - Machinery	618.80
	148603	General Fund	04/28/2026	Structural Firefighting Tools	110-42200-345 - Fire - Machinery	979.77
2607292	0	General Fund	04/28/2026	Lion VersaPro Plus Pants Tan R/O trim	110-42200-344 - Fire - Safety Supplies	9,520.00
<u>10785 - Northern Safety Co. Inc.</u>						<b>726.40</b>
2605786	907463570	General Fund	04/28/2026	Employee Gloves	110-44710-326 - Parks Maintenance - Clothing	302.72
2606347	907569938 / 10350536	Water/Sewer	04/28/2026	calibration gas cylinder	413-52114-345 - Water Distribution - Machiner	423.68
<u>11193 - Osburn Associates, Inc.</u>						<b>7,658.04</b>
2604944	INV17155	General Fund	04/28/2026	Sign sheeting sign parts	110-43100-342 - Street - Sign Parts And Supplie	7,590.00
	INV17185	General Fund	04/28/2026	Sign sheeting sign parts	110-43100-342 - Street - Sign Parts And Supplie	68.04
<u>04735 - Pace Analytical National</u>						<b>400.00</b>
2606453	26801923387	Water/Sewer	04/28/2026	VOC, Nitrate, Sodium Annual Testing	413-52113-322 - Water Plant - Chemical	400.00
<u>21480 - Pamela Jennings</u>						<b>202.50</b>
2607096	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual :	202.50
<u>21120 - PDQ Intermediate Inc</u>						<b>3,300.00</b>
2607046	PDQ-80407	General Fund	04/28/2026	PDQ Renewal 4/26-4/27	110-41640-269 - Information Technology - Mai	3,300.00
<u>11936 - Perfect Fit Image Apparel</u>						<b>279.50</b>
2606772	619161	General Fund	04/28/2026	Uniforms Michael Deidrich	110-43500-326 - Mass Transit - Clothing And U	279.50
<u>11365 - PFHTA, Inc.</u>						<b>125.00</b>
2606861	INV-3094	General Fund	04/28/2026	LUNCHEON MEETING APRIL 9, 2026	110-47210-287 - Tourism - Meals And Entertain	100.00
2606875	INV-3092	General Fund	04/28/2026	PFHTA April Membership Meeting & Luncheon 4-9	110-41500-287 - City Admin./Finance - Meals A	25.00
<u>11207 - Pigeon Forge Primary School</u>						<b>9,126.49</b>
2607045	Misc Reimbursement Re	General Fund	04/28/2026	Misc Reimbursement Requested 4-8-26	110-21535 - Pigeon Forge Schools Payable	9,126.49
<u>18064 - Quadient Leasing USA Inc</u>						<b>880.68</b>
2607130	Q2310957	General Fund	04/28/2026	Postage Machine Rental 5-23-26 to 8-11-26 CH	110-41500-533 - City Admin./Finance - Equipm	880.68
<u>20038 - Reagan's Country Candy Kitchen Inc</u>						<b>108.00</b>
2606860	1277	General Fund	04/28/2026	CANDY FOR PROMOTIONAL GIVE AWAY	110-47210-239 - Tourism - Other Publicity	108.00

Receipt Register - Abridged

POPKT06159 - 2026 4-28 CC

<u>20683 - Regina Hobbs</u>						
2606990	Boring Bee Treatments	General Fund	04/28/2026	Boring Bee Treatments for Transit (Set of 3)	110-41840-266 - Bldg. Maintenance - Maint. - E	750.00
						750.00
<u>21820 - Robert Hyduk</u>						
2607120	Sheriff Dep Security Offi	LeConte Center	04/28/2026	Sheriff Dep Security Officers for Women of Joy	435-47215-200 - LeConte Center - Contractual	210.00
						210.00
<u>17541 - Robert J Young Company LLC</u>						
2606937	INV7999593	General Fund	04/28/2026	RJYoung INV7999593 - 4/8/26	110-43500-269 - Mass Transit - Maint. - Other	65.87
2606938	INV8001153	General Fund	04/28/2026	RJYoung INV8001153 - 4/9/26	110-41500-269 - City Admin./Finance - Maint. -	63.42
				RJYoung INV8001153 - 4/9/26	110-42100-269 - Police - Maint. - Other	102.49
				RJYoung INV8001153 - 4/9/26	110-44410-269 - Community Center - Maint. - (	38.84
2607051	INV8004146	General Fund	04/28/2026	RJYoung INV8004146 - 4/13/26	110-47211-269 - Special Events - Maint. - Other	402.60
						402.60
<u>21805 - Robert M Matson</u>						
2606864	26041301-II	General Fund	04/28/2026	The Art of Interview and Interrogation Course	110-42100-148 - Police - Emp. Education & Trai	500.00
2606866	26041302-BD	General Fund	04/28/2026	Reg-3 Day Basic Detective Course May 11-13	110-42100-148 - Police - Emp. Education & Trai	300.00
2606874	26041303-BD	General Fund	04/28/2026	Reg for Matthew Ashby 3-Day Basic Detective Cou	110-42100-148 - Police - Emp. Education & Trai	300.00
						300.00
<u>12075 - Rogers Petroleum</u>						
2607034	RP10052077	General Fund	04/28/2026	Bulk fuels for fueling station	110-14130 - Inventory Of Material	28,326.51
						28,326.51
<u>12417 - Royal Brass And Hose</u>						
2606808	i10179673	General Fund	04/28/2026	HOSE TK 209 SANITATION	110-14130 - Inventory Of Material	95.96
						95.96
<u>17663 - Sevier County Animal Shelter</u>						
2606903	INV-0171	General Fund	04/28/2026	FY 2025-2026 4th Qtr Billing	110-41100-200 - Legislative - Contractual Serv	38,007.46
						38,007.46
<u>13028 - Sevier Solid Waste, Inc.</u>						
2607238	8483 W/S	Water/Sewer	04/28/2026	Sludge Hauling Fees for the Month of March 2026	413-52213-298 - Sewer Treatment & Disposal -	15,969.10
						15,969.10
<u>13975 - Shred-It USA</u>						
2605977	8013869025	General Fund	04/28/2026	SHRED IT SERVICES - PICKUP MARCH 4, 2026	110-47210-269 - Tourism - Maint. - Other	54.00
						54.00
<u>20310 - SmartBank</u>						
2606977	INV0051871	General Fund	04/28/2026	Subpoena of Bank Records on Case#26020503303	110-42100-259 - Police - Other Prof. Services	25.00
						25.00
<u>14401 - Southern Software, Inc.</u>						
2607017	263132	General Fund	04/28/2026	Southern Software Maintenance	110-42100-269 - Police - Maint. - Other	13,204.00
	263133	General Fund	04/28/2026	Southern Software Maintenance	110-42100-269 - Police - Maint. - Other	12,269.00
	263134	General Fund	04/28/2026	Southern Software Maintenance	110-42100-269 - Police - Maint. - Other	7,541.00
						7,541.00
<u>14468 - Spatco Energy Solutions LLC</u>						
2607153	95058753	General Fund	04/28/2026	FUEL TANK INSPECTIONS FOR 4-26	110-43170-269 - Fleet Maintenance - Maint. - (	100.00
						100.00

**Receipt Register - Abridged**

**POPKT06159 - 2026 4-28 CC**

21643 - Stacey Schehr

2607106	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual	255.00
						255.00

14384 - Stanley Fencing &

2606795	16145	General Fund	04/28/2026	Outdoor Pool Privacy Fencing	110-44710-265 - Parks Maintenance - Maint. -	4,900.00
2606942	16146	General Fund	04/28/2026	Security Fencing / Tiger Dr. Bridge	110-44710-265 - Parks Maintenance - Maint. -	3,100.00
						1,800.00

13519 - Stooksbury's Towing

2607141	34080	General Fund	04/28/2026	Tow Unit 801 A	110-42100-200 - Police - Contractual Services	200.00
						200.00

13773 - Stringfellow, Inc.

2605958	INV6780	General Fund	04/28/2026	CABLE TRK 207 SANITATION	110-14130 - Inventory Of Material	2,405.24
	INV7092	General Fund	04/28/2026	CABLE TRK 207 SANITATION	110-14130 - Inventory Of Material	186.44
2606023	INV6867	General Fund	04/28/2026	PSI VALVE TK 224 STREET	110-14130 - Inventory Of Material	147.67
2606256	INV6932	General Fund	04/28/2026	FILTERS FOR PARK & REC 692E	110-14130 - Inventory Of Material	112.50
2606745	INV7234	General Fund	04/28/2026	SWITCH BANK FOR SANITATION TRKS	110-14130 - Inventory Of Material	561.99
						1,396.64

20806 - Sysco Corporation

2606909	188A2476M	General Fund	04/28/2026	Dropped Shipped Concession Resale Items-Bowling	110-44410-350 - Community Center - Items For	3,032.25
	188A2747M	General Fund	04/28/2026	Dropped Shipped Concession Resale Items-Bowling	110-44410-350 - Community Center - Items For	115.28
	188A2760M	General Fund	04/28/2026	Dropped Shipped Concession Resale Items-Bowling	110-44410-350 - Community Center - Items For	67.28
2606976	488027023	General Fund	04/28/2026	Wear Farm Concessions Food	110-44410-350 - Community Center - Items For	83.99
2607030	488029114	General Fund	04/28/2026	Concessions Food for Resale-Bowling Center	110-44410-350 - Community Center - Items For	2,230.69
						535.01

20569 - Tennessee Assoc of Rescue Squads

2607180	000782	General Fund	04/28/2026	2026 TARS Associate Department Membership	110-42200-235 - Fire - Memberships	200.00
						200.00

20500 - Tennessee Drug Testing LLC

2606837	3375	General Fund	04/28/2026	Random Drug Testing performed 4/6/2026	110-41990-251 - Other General Govt. - Medical	1,585.00
2607012	3391	General Fund	04/28/2026	Randoms 4-14-26	110-41990-251 - Other General Govt. - Medical	590.00
2607138	3392	General Fund	04/28/2026	Post Accident Logan Starritt Police 4-16	110-41990-251 - Other General Govt. - Medical	565.00
				Post Accident Logan Starritt Police 4-16	110-42100-251 - Police - Medical	110.00
2607215	3393	General Fund	04/28/2026	Post Accident William Boutell Transit 4-21-26	110-41990-251 - Other General Govt. - Medical	105.00
						215.00

14612 - Tennessee Motor Coach Assoc.

2606839	INV-00097	General Fund	04/28/2026	MEMBERSHIP	110-47210-235 - Tourism - Memberships	300.00
						300.00

21479 - Terrel Jennings

2607097	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual	202.50
						202.50

18138 - Terri Rochell

2606430	0775	General Fund	04/28/2026	Fire Inspector Course	110-42200-148 - Fire - Emp. Education & Traini	75.00
						75.00

**Receipt Register - Abridged**

**POPKT06159 - 2026 4-28 CC**

<u>21500 - The Tennessee Genealogical Society Inc</u>						<b>30.00</b>
2607084	10757	General Fund	04/28/2026	yearly membership	110-44810-235 - Library - Memberships	30.00
<u>14959 - The Thomas Group</u>						<b>954.58</b>
2606601	45663	General Fund	04/28/2026	PROCLAMATION FOR JAMES HOUSEHOLDER	110-47210-220 - Tourism - Printing	14.00
2606869	45694	General Fund	04/28/2026	PRINTING ONLINE SALES POSTCARD	110-47210-220 - Tourism - Printing	295.00
2606935	45699	General Fund	04/28/2026	TRAVEL PLANNER INQUIRIES/MAILINGS	110-47210-200 - Tourism - Contractual Service:	351.00
2607125	45738	General Fund	04/28/2026	TRAVEL PLANNER INQUIRIES/MAILINGS	110-47210-200 - Tourism - Contractual Service:	294.58
<u>20459 - Thelma R. Wellman</u>						<b>52.50</b>
2607112	Usher for Women of Joy	LeConte Center	04/28/2026	Usher for Women of Joy Apr 10-12	435-47215-200 - LeConte Center - Contractual :	52.50
<u>21628 - TKO Mountings LLC</u>						<b>892.00</b>
2604795	3592	General Fund	04/28/2026	Equipment Defensive Tactics Room New Building	110-41990-920 - Other General Govt. - Building	892.00
<u>17633 - Transportation Control Systems</u>						<b>2,204.00</b>
2605718	30752	General Fund	04/28/2026	Astro bracket hardware	110-43100-247 - Street - Street Lighting	2,204.00
<u>21395 - TruBlu Tactical Police Supply</u>						<b>959.83</b>
2604120	6000-6549	General Fund	04/28/2026	FTO Pin	110-42100-326 - Police - Clothing And Uniform:	119.94
2606173	6000-6617	General Fund	04/28/2026	Duty Uniform Parrott	110-42100-326 - Police - Clothing And Uniform:	839.89
<u>20955 - Tyler Bohanan</u>						<b>819.60</b>
2605832	1307	General Fund	04/28/2026	Probationary Shirts for new hire	110-42200-326 - Fire - Clothing And Uniforms	639.60
2606249	1321	General Fund	04/28/2026	TRU Full Color T-Shirts	110-42200-326 - Fire - Clothing And Uniforms	180.00
<u>15423 - Uline</u>						<b>9,249.02</b>
2605984	205090229	General Fund	04/28/2026	Packing Peanuts for Planters	110-44710-265 - Parks Maintenance - Maint. -	129.60
2606920	206617789	LeConte Center	04/28/2026	closed for cleaning restroom signs	435-47215-324 - LeConte Center - Janitorial Suj	265.44
2606944	206601767	LeConte Center	04/28/2026	items need for event center	435-47215-312 - LeConte Center - Office Equip	8,781.00
				items need for event center	435-47215-324 - LeConte Center - Janitorial Suj	72.98
<u>15562 - Universal Total Lubricants Inc</u>						<b>854.10</b>
2607022	26420	General Fund	04/28/2026	DEF FL	110-14130 - Inventory Of Material	854.10
<u>15503 - University Of TN MTAS</u>						<b>385.00</b>
2606915	31580	General Fund	04/28/2026	Municipal Leadership Program Eric Brackins 2-26-2	110-41500-148 - City Admin./Finance - Emp. Ec	385.00
<u>21814 - US Department of Agriculture APHIS</u>						<b>2,269.51</b>
2606930	3005648276	General Fund	04/28/2026	Canada Geese Management 2-1-26 to 1-31-27	110-41990-259 - Other General Govt. - Other P	2,269.51
<u>17707 - UT/TSU Extension Knox County</u>						<b>75.00</b>
2606928	UTK Short Course Regis	General Fund	04/28/2026	UTK Short Course Registration TG May 26	110-44710-148 - Parks Maintenance - Emp. Ed	75.00

**Receipt Register - Abridged**

**POPKT06159 - 2026 4-28 CC**

15575 - Volunteer Highway Supply Co.

2507531-R1	42226-002	General Fund	04/28/2026	32 total roads striping & thermo	110-43100-931 - Street - Roads	<b>66,772.70</b>
						66,772.70

05763 - WW Grainger Inc

2606392	9872172110	General Fund	04/28/2026	Fans for Fitness room new station	110-41990-920 - Other General Govt. - Building	<b>2,600.08</b>
2606554	9874762561	LeConte Center	04/28/2026	foam strip neoprene for maintenance	435-47215-329 - LeConte Center - Other Opera	2,347.07
2606562	9854693158	LeConte Center	04/28/2026	plumbing items for cooking kitchen	435-47215-266 - LeConte Center - Maint. - Buil	13.62
						239.39

16621 - Zoll Medical Corporation

2607020	4476180	General Fund	04/28/2026	Medical Supplies for Heart Monitors	110-42200-322 - Fire - Chemical	<b>1,557.33</b>
						1,557.33

**Report Total: 932,945.17**

# Agenda Memorandum



**CITY COMMISSION**

---

**Meeting Date:** 4/27/26

**Submitted by:** Nathan Rowell

**Department:** Community Development

**Item Caption:** Ordinance No. 2026-1193 an ordinance to abandon .27 acres of R.O.W. located along the City Hall Campus Property formerly known as Estate Street and said R.O.W./acres is hereby incorporated into the TKC Hospitality 1, LLC tract



**Attachments:** 1



**Action Requested:** Recommend Approval



## **Financial Summary**

Budgeted Expense  
Account Details:

Unbudgeted Expense  
Details:

Not Applicable

**ORDINANCE NO. 2026-1193**

**AN ORDINANCE TO ABANDON .27 ACRES OF R.O.W. LOCATED ALONG THE CITY HALL CAMPUS PROPERTY FORMERLY KNOWN AS ESTATE STREET AND BE INCORPORATED INTO TKC HOSPITALITY 1, LLC SAID TRACT.**

**BE IT ORDAINED**, by the Mayor and Board of Commissioners of the City of Pigeon Forge, Tennessee that:

**SECTION 1.** The City of Pigeon Forge, Tennessee does hereby abandon .27 acres of R.O.W. located along the City Hall Campus Property formerly known as Estate Street and said R.O.W./acres is hereby incorporated into the TKC Hospitality 1, LLC tract, as shown on the attached map and legal description prepared by CEC RLS 2248, dated February 18, 2026.

**SECTION 2.** This ordinance shall take effect fifteen (15) days after its final passage, the public welfare requiring it.

**APPROVED:** \_\_\_\_\_  
**MAYOR**

**ATTEST:** \_\_\_\_\_  
**CITY RECORDER**

\_\_\_\_\_  
**APPROVED AS TO FORM**  
**CITY ATTORNEY**

**Passed on first reading:** 4/13/2026

**Passed on second reading:** \_\_\_\_\_

April 27, 2026

Mr. David Wear  
City Manager  
City of Pigeon Forge  
3211 Rena Street  
Pigeon Forge, Tennessee 37868

**RE: TRAFFIC STUDY- HUSKEY STREET, PIGEON FORGE, TN**

Dear Mr. Wear:

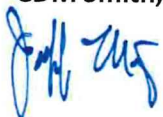
In response to your request, CDM Smith is pleased to offer this professional services proposal to prepare a traffic study for Huskey Street between Cates Lane to the west and the Parkway to the east. The study will address the traffic usage, traffic speeds, and safety along Huskey Street. It is understood that traffic is currently using Huskey Street to bypass the traffic signal at Parkway and Conner Heights Road. It is further understood that traffic frequently speeds through the campground site along Huskey Street, creating a pedestrian safety concern at the campground. The study will address the following scope:

- Conduct a 12-hour turning movement counts (TMC) for the following intersections:
  1. Parkway (US 441) & Cates Lane
  2. Parkway US 441) & Huskey Street
  3. Cates Lane & Huskey Street
- Collect traffic speed data on Huskey Street.
- Identify and evaluate existing conditions including signs, markings, intersection geometry and lines of sight.
- Review 5-year crash history for the study intersections and Huskey Street.
- Analyze capacity and level of service (estimated delays) of the existing traffic control.
- Develop a conceptual schematic with a traffic control alternative to address the traffic speeds and safety along Huskey Street. This proposal does not include final survey or design.
- Prepare a technical memorandum summarizing findings, alternatives, and recommendations.

CDM Smith is ready to begin work immediately upon receipt of your notice of acceptance of this proposal and a signed agreement, inclusive of terms and conditions. We propose to perform these professional services for a lump-sum fee of **\$17,500.00**.

We appreciate the opportunity to submit this proposal and trust it is responsive to your needs. Please feel free to call me if you have any questions or require additional information regarding this proposal.

Sincerely,  
**CDM Smith, Inc.**



Jeff Mize, PE  
Vice President

## AGREEMENT BETWEEN OWNER AND ENGINEER

THIS IS AN AGREEMENT made effective on April 27th, 2026 between City of Pigeon Forge ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows: **Huskey Street Traffic Study** (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below.

### 1. SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

### 2. TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 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.
- 2.3 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.
- 2.4 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. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

### 3. OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.

- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to ENGINEER, and for the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

#### **4. PAYMENTS TO ENGINEER FOR SERVICES**

##### **4.1 Methods of Payment for Services of ENGINEER.**

- 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
- 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
- 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the 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, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- 4.1.4 OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

## 5. GENERAL CONDITIONS

### 5.1 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 ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

### 5.2 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.

### 5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) 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, then Owner agrees to obtain an independent cost estimate.

### 5.4 Reliance on Owner Provided Information

ENGINEER may use and rely on such requirements, programs, instructions, reports, data, and information provided by the OWNER in performing or furnishing services under this Agreement. ENGINEER's scope of work does not include verifying OWNER Provided Information for accuracy or completeness. OWNER may request an independent review of OWNER Provided Information by ENGINEER pursuant to a mutually agreed amendment to this Agreement. ENGINEER shall be entitled to an adjustment in price and schedule to the extent that any corrective action in ENGINEER's Services arises out of inaccurate OWNER Provided Information.

In the case where the ENGINEER's scope includes taking a preliminary or conceptual design that was prepared by another consultant for the OWNER and further developing that design to the level where it is appropriate to be issued for construction or bidding, ENGINEER shall not be responsible for latent errors or mistakes that are incorporated in that preliminary or conceptual design. Except where ENGINEER's scope explicitly includes a duty to validate or verify the preliminary or conceptual design or the underlying data and calculations, and then except only to the extent of the duty expressed in the scope, ENGINEER shall be entitled to rely on the preliminary or conceptual design as it appears in the documents provided by OWNER.

### 5.5 Compliance with Laws and Regulations, and Policies and Procedures

5.5.1 Engineer and Owner shall comply with applicable Laws and Regulations.

- 5.5.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
  - 5.5.3 Engineer shall not be required to sign any document, 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 document.
  - 5.5.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's 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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
  - 5.5.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
  - 5.5.6 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.
  - 5.5.7 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.
  - 5.5.8 Engineer's services do not include providing legal advice or representation.
  - 5.5.9 Engineer's services do not include (1) 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 (2) 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.
  - 5.5.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- 5.6 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.6.1 The obligation to provide further services under this Agreement may be terminated for cause:

- A. by either party upon 30 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:
    - a) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - b) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - c) Engineer shall have no liability to Owner on account of such termination.
  - C. Notwithstanding the foregoing, this Agreement will not terminate for cause 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.
- 5.6.2 The obligation to provide further services under this Agreement may be terminated for convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.6.3 Effective Date of Termination: The terminating party under Paragraph 5.6.1 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.
- 5.6.4 Payments Upon Termination:
- A. In the event of any termination under Paragraph 5.6, 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 5.6.
  - B. 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 5.6.4.a, to invoice Owner and receive 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.

## 5.7 Use of Documents

- 5.7.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.7.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, 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.
- 5.7.3 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. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting 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.
- 5.7.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, 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 or on any other project 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 ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; and (4) such limited license to OWNER shall not create any rights in third parties.
- 5.7.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

## 5.8 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the State of Tennessee.

## 5.9 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement

however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

#### 5.10 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

#### 5.11 Successors and Assigns

5.11.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.11.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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.

5.11.3 Unless expressly provided otherwise in this Agreement:

- A. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- B. 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.

#### 5.12 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### 5.13 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and

binding upon OWNER and ENGINEER, who 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.

#### 5.14 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

#### 5.15 Environmental Site Conditions

5.15.1 It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. 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 as defined in Article 6, 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 consultant(s) or contractor(s) 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.

5.15.2 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.

5.15.3 OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so 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.

#### 5.16 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

#### 5.17 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.18 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.19 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.20 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.21 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.22 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.23 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

#### 5.24 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

#### 5.25 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

## 6. DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

### 6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

### 6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to: (1) the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. §§9601 et seq, (“CERCLA”); (2) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (3) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (4) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (5) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (6) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (7) 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.

6.3 Construction Cost – •

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.4 Constructor

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

6.5 Contractor\*\*

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.6 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.7 ENGINEER’s Subcontractor.

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.8 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

6.9 Resident Project Representative\*\*

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or

employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER.

6.10 Standard General Conditions\*\*

The Standard General Conditions of the Construction Contract of the Engineers Joint Contract Documents Committee.

6.11 Total Project Costs\*\*

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.12 Work\*\*

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction 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; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

*\*\* This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.*

## 7. EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

Signature page follows.

This Agreement and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

**OWNER:**

\_\_\_\_\_

Name: Kevin McClure

Title: Mayor

Date:

Address for giving notices:  
3211 Rena Street  
Pigeon Forge, Tennessee 37868

**ENGINEER:**

\_\_\_\_\_

Name: Ronald Jeffrey Mize, Jr.

Title: Vice President

Date: April 27, 2026

Address for giving notices:  
1100 Marion Street, Suite 300  
Knoxville, Tennessee 37921

# Agenda Memorandum



**CITY COMMISSION**

---

**Meeting Date:** 4/27/26

**Submitted by:** Dennis Clabo

**Department:** Finance Administration

**Item Caption:** Review and discussion of a contract with Pugh CPAs for the 2025-2026 fiscal year audit.



**Attachments:** 13



**Action Requested:** Recommend Approval



## **Financial Summary**



**Budgeted Expense**

**Account Details:** This is currently budgeted in account 110-41500-253 and 413-52316-253



**Unbudgeted Expense**

**Details:**



**Not Applicable**

## CONTRACT TO AUDIT ACCOUNTS

OF

City of Pigeon Forge

FROM July 01, 2025 TO June 30, 2026

This agreement made this 4th day of April 2026, by and between Pugh and Company, PC, 315 North Cedar Bluff Road, Suite 200, Knoxville, TN 37923, hereinafter referred to as the "auditor" and City of Pigeon Forge, of PO Box 1350, Pigeon Forge, TN 37868-1350, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2025, and ending June 30, 2026 with the **exceptions listed below**: **The audit of the Industrial Development Board of Pigeon Forge is not included in this contract and would be contracted separately if an audit is required.**
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
  - a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
  - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.
5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **8** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **December 31, 2026**, or **six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:  
**None.**
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.
7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances

disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular related parties in the notes to the financial statements, and material misstatement findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at [www.comptroller.tn.gov](http://www.comptroller.tn.gov). As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis related parties not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk.** The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, or if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Special Provisions) See attached addendum for additional provisions.

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below. (Fees may be fixed amounts or estimated.)

**Fixed Contract Fee:**

Audit \$94,000.00

Municipal Chart of Accounts Crosswalk \$5,000.00

Total Fixed Contract Fee \$99,000.00

or

**Estimated Contract Fee:**

Audit

Municipal Chart of Accounts Crosswalk

Total Estimated Contract Fee

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

**If Single Audit/Uniform Guidance work is required, we estimate an additional fee of not more than \$6,000 for up to two qualifying programs. Additional time and expense for unexpected accounting assistance or services including the implementation of new audit, accounting, or regulatory standards will be billed in addition to the above based hourly rates which currently range from approximately \$125-\$315.**

12. As the authorized representative of the firm, I do hereby affirm that:
- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
  - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
  - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
  - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit firm

Governmental Unit or Organization

By

Signature

By

Signature

Title/Position:

Title/Position:

E-mail address:

E-mail address:

Date:

Date:

**Approved by the Comptroller of the Treasury, State of Tennessee**

For the Comptroller:

By

Date:

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS (Page 1 of 10)  
OF CITY OF PIGEON FORGE  
FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026

**The Objective and Scope of the Audit of the Financial Statements**

You have requested that Pugh & Company, P.C. (“the Firm”, “we”, “us”, or “our”), audit City of Pigeon Forge’s (the City) governmental activities, business-type activities, each major fund, budgetary comparison statement of each major fund, aggregate remaining fund information and the related notes to the financial statements as of and for the year-ended as shown above, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this Contract and Addendum.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and *Government Auditing Standards* issued by the Comptroller General of the United States (“GAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

You have also requested that the Firm perform the audit of the City as of June 30, 2026, to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”), if any.

**The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, and the U.S. Office of Management and Budget’s (“OMB”) Compliance Supplement and guidance provided in the applicable State of Tennessee Audit Guides. Those standards, regulations, supplements or guides require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, and the Uniform Guidance, and the guide, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City’s ability to continue as a going concern for a reasonable period of time.

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS (Page 2 of 10)  
OF CITY OF PIGEON FORGE  
FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to the City Commission (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

**The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Those charged with governance is responsible for informing us of its views about the risks of fraud, waste or abuse within the City, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the City.

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS (Page 3 of 10)

OF CITY OF PIGEON FORGE

FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") ;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audit; and
  - d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Contract and Addendum; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

If the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS (Page 4 of 10)  
OF CITY OF PIGEON FORGE  
FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026

**Reporting**

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and Board of Commissioners of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the City's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2026;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance;
4. An accompanying schedule of findings and questioned costs; and

**Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Dennis Clabo, Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

**Non-audit Services**

In connection with our audit, you have requested us to perform certain non-audit services:

1. Preparation of fund and government wide financial statements, including footnotes.
2. Assistance with adoption of new accounting standards.
3. Preparation of the Data Collection Form, if required.

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS (Page 5 of 10)  
OF CITY OF PIGEON FORGE  
FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City has agreed that Dennis Clabo, Finance Director possesses suitable skill, knowledge or experience and that the individual understands the non-audit services to be performed sufficiently to oversee them. Accordingly, the management of the City of Pigeon Forge agrees to the following:

1. The City of Pigeon Forge has designated Dennis Clabo, Finance Director as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Dennis Clabo, Finance Director will assume all management responsibilities for subject matter and scope of the non-audit services;
3. The City of Pigeon Forge will evaluate the adequacy and results of the services performed; and
4. The City of Pigeon Forge accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the City's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this Contract and Addendum documents that understanding.

**Other Relevant Information**

In accordance with GAS, a copy of our most recent peer review report is available on our website at [www.pughcpas.com](http://www.pughcpas.com) under Services/Audit & Assurance/Latest Peer Review Report, for your information.

**Fees and Costs**

Our fees shown in section 11 of the attached Contract for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Invoices unpaid for a period in excess of thirty days will be assessed a service charge of 1% per month on the unpaid balance. In accordance with our Firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS (Page 6 of 10)  
OF CITY OF PIGEON FORGE  
FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026

Our fee estimate will be subject to adjustments based on unanticipated changes in the scope of our work and/or the incomplete or untimely receipt by us of the information on the client participation list. All other provisions of this Contract and Addendum will survive any fee adjustment. Conferences, consultations, accounting services or additional audit procedures will be billed in addition, at our standard hourly rates.

**Use of Third-Party Products**

We may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

**Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of the Firm. For the purposes of this Contract and Addendum, the term "Audit Documentation" shall mean the confidential and proprietary records of the Firm's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by the Firm for the City under this Contract and Addendum, or any documents belonging to the City or furnished to the Firm by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Firm policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in the Firm's form. The Firm reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of Firm audit personnel and at a location designated by our Firm.

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS (Page 7 of 10)  
OF CITY OF PIGEON FORGE  
FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026

**Limitation of Liability and Claim Resolution**

The City and the Firm agree that no claim arising out, from, or relating to the services rendered pursuant to this Contract and Addendum shall be filed more than two years after the date of the audit report issued by the Firm or the date of this Contract and Addendum if no report has been issued. In no event shall the Firm or the City, or any of their respective officers, principals, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the "covered parties" and each individually, a "covered party"), be liable for the interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages. To the fullest extent permitted by law, the total aggregate liability of the covered parties arising out of, from, or relating to this Contract and Addendum, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a covered party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the City to the Firm under this Contract and Addendum. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the City of its payment obligations to the Firm under this Contract and Addendum.

**Confidentiality**

The Firm and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, the Firm and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Contract and Addendum and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, the Firm is permitted to disclose the City's Confidential Information to the Firm's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Contract and Addendum.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS (Page 8 of 10)  
OF CITY OF PIGEON FORGE  
FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Contract and Addendum.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

**Personal Information**

As used herein, the term "Personal Information" means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the City or the City's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

**Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Contract and Addendum, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards.

Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS (Page 9 of 10)

OF CITY OF PIGEON FORGE

FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026

**Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Contract and Addendum. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Contract and Addendum where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Contract and Addendum.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Contract and Addendum without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Contract and Addendum. Accordingly, the scope, timing and fee arrangement discussed in this Contract and Addendum will no longer apply. In order for us to recommence work, the execution of a new Contract and Addendum will be required.

We may terminate this Contract and Addendum upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Contract and Addendum which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Contract and Addendum.

**Miscellaneous**

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements may be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever an officer or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our officers, principals or employees.

At your option, you may provide Internet access to Pugh & Company, P.C. personnel. You should ensure that appropriate safeguards, including virus protection software with current deflections and firewalls, are implemented to protect your information systems.

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS (Page 10 of 10)

OF CITY OF PIGEON FORGE

FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026

**Governing Law**

This Contract and Addendum, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Contract and Addendum, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of law principles, and applicable U.S. federal law.

**Entire Agreement**

This Contract and Addendum constitutes the complete and exclusive statement of agreement between the Firm and the City, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Contract and Addendum.

If any term or provision of this Contract and Addendum is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Contract and Addendum may be amended or modified only by a written instrument executed by both parties.

**Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this Contract and Addendum or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Contract and Addendum may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

# Agenda Memorandum



## CITY COMMISSION

---

**Meeting Date:** 4/27/26

**Submitted by:** Steve Williams

**Department:** Public Works Department

**Item Caption:** Requesting approval to accept the SUDC grant from Tennessee Department of Environment and Conservation



**Attachments:** 2



**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: 4/27/26

Active Grant: YES  NO

<b>Department</b>	City of Pigeon Forge, Public Works		<b>Department</b>
<b>Name and Title of Requesting Party</b>	<b>Name:</b> Mark Miller		
	<b>Title:</b> DWR Small, Undeserved, and Disadvantaged Communities Grant opportunity (SUDC)		
<b>Funding Source</b>	<b>Organization:</b> Tennessee Department of Environment and Conservation (TDEC)		
	<b>Section:</b> <small>Division of Water Resources (DWR) State Water Infrastructure Grants (SWIG)</small>		<b>Website:</b> <a href="https://tdec.smartsimple.com/iface/ex/ax_index.jsp">https://tdec.smartsimple.com/iface/ex/ax_index.jsp</a>
	<b>Grant Title</b>	<b>Grant Request Amount</b>	<b>Matching Amount (if necessary)</b>
	Fed		
	State: Wear Way and Henders	\$399,900	\$59,985
<b>Funding Periods</b> (include current grants)	<b>Grant Application Due Date</b> 11/12/20		
<b>From</b> 6/1/26	<b>Competitive Grant</b>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<b>To</b> 5/31/27	<b>Non-Competitive Grant</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>	
	<b>Extension of Existing Grant (if extension until)</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>	
<b>Description of Grant Proposal</b> <small>(100 characters or less per row-strike the tab key to move to next line)</small>	Extend waterlines to Wear Way/Henderson Springs to include pump system.		
<b>Reviewing Authorities</b> <small>(one authorization required)</small>	<b>Dennis Clabo, City Director of Finance</b>	Approved to present to City Council	YES <input type="checkbox"/> NO <input type="checkbox"/> Date of Decision 12/2/25
	<b>Eric Brackins, Asst. City Manager</b>	Approved to present to City Council:	YES <input type="checkbox"/> NO <input type="checkbox"/> Date of Decision: 12/2/25
	<b>David Wear, City Manager</b>	Approved to present to City Council:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Date of Decision: 12/2/25

**FOR OFFICE USE ONLY**

<b>Name</b>	<b>Title</b>	<b>City Council Pre-Grant Approval</b>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>Signature</b>		<b>Date</b> 12/8/25	
<b>Name</b>	<b>Title</b>	<b>City Council Grant Acceptance Approval</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>Signature</b>		<b>Date</b>	

Please forward all grant requests forms and subsequent correspondence to [steve.williams@cityofpigeonforgetn.gov](mailto:steve.williams@cityofpigeonforgetn.gov)

**From:** Rose <

[Rose.J.Boyd@tn.gov](mailto:Rose.J.Boyd@tn.gov)

>

**To:** cityhall <

[cityhall@cityofpigeonforge.com](mailto:cityhall@cityofpigeonforge.com)

>; steve <

[steve.williams@cityofpigeonforgetn.gov](mailto:steve.williams@cityofpigeonforgetn.gov)

>

**Cc:** brad <

[brad.brummett@cityofpigeonforgetn.gov](mailto:brad.brummett@cityofpigeonforgetn.gov)

>

**Date:** Tuesday, 14 April 2026 9:47 AM EDT

**Subject:** RE: Approved Pending Contract: 2025-13587 DWR Small, Underserved, and Disadvantaged Communities (SUDC) Grant

Good morning, Mayor Wear,

Your application for a SUDC grant has moved to "Approve Pending Contract" status.

The next step in the process is to create your contract and send it to you for signature which may take 3-4 weeks.

Additionally, we will need to have you select the location and address along with an EFT for routing of reimbursements associated with the SUDC grant.

Please see the attached vendor query for Pigeon Forge, supplier/vendor # 0000002029. Please make your selection and highlight it. Then return to me at your earliest convenience. Note: You cannot make any changes to the vendor supplier document as the info that appears on the document is what the State Supplier Maintenance Office has currently on file for your agency.

Congratulations, we look forward to working with you on this SUDC project.

Sincerely,

Rose J. Boyd

**Rose J Boyd** | Grant Analyst 3

Department of Environment and Conservation

Division of Water Resources

Davy Crockett Tower, 9th Floor

500 James Robertson Parkway

Nashville, TN 37243

Office: 615-693-1565 Cell: 931 629-6818

[rose.j.boyd@tn.gov](mailto:rose.j.boyd@tn.gov)

[tn.gov/environment](http://tn.gov/environment)

We value your feedback! Please complete our [customer satisfaction survey](#)

# Agenda Memorandum



## CITY COMMISSION

---

Meeting Date: 4/27/26

Submitted by: Daniel Barnhart

Department: Department of Tourism

Item Caption: The Special Events Department is requesting approval to proceed with an artist contract for Patriot Festival on July 3rd with the amount of \$25,000. Thank you for your consideration.



**Attachments:** Artist for July 3rd Patriot Festival



**Action Requested:** Recommend Approval



### Financial Summary

Budgeted Expense  
Account Details: 47211-23941

Unbudgeted Expense  
Details:

Not Applicable



United Talent Agency | 9336 Civic Center Drive | Beverly Hills, CA 90210 | 310-273-6700

\*\*\* THIS IS A FORMAL OFFER FORM. Upon receipt it will be presented to the artist for consideration. Should we confirm verbally or in writing it is a legally binding agreement and valid in a court of law. \*\*\*

ARTIST [REDACTED] Performance Date(s) 7-3-26

Venue / Event Patriot Festival Phone \_\_\_\_\_

Venue / Event Address 186 Old Mill Ave, Pigeon Forge, TN 37863

Purchaser Contact (Name / Email / Number) Daniel Barnhart (865) 253-5221

daniel.barnhart@cityofpigeonforge.tn.gov  
Contract Signatory (Name / Email / Number) City of Pigeon Forge

Production Contact (Name / Email / Number) RCS Stephen Moore (404) 550-6554

Marketing Contact (Name / Email / Number) stephen@rcsproductions.com

Guarantee/Fee: \$25,000 PLUS or VERSUS \_\_\_\_\_ % \*Please attach itemized expenses

Amy Warner (865) 654-2105 amy.warner@mypigeonforge.com

**Purchaser Agrees to Supply at His/Her own expense:**

Merchandise Rate: 100 % to Artist

- Backline Yes  No
- Sound & Lights Yes  No
- Accommodations Yes  No  # of Rooms: \_\_\_\_\_
- Flights Yes  No  # of Flights: \_\_\_\_\_
- Ground Transportation Yes  No

Upon confirmation a deposit must be issued to UTA prior to the show date per the terms within the contract issued upon confirmation. The deposit must be payable to United Talent Agency via cashiers/certified check, money order or bank wire ONLY. All day of show payments to Artist must be via cash, cashiers/certified check or money order ONLY. No company or personal checks will be accepted.

SCALING / TICKETING Sellable CAPACITY FREE SHOW AGE LIMITS \_\_\_\_\_

# of GA Tickets \_\_\_\_\_ @ \$ \_\_\_\_\_ ; \_\_\_\_\_ @ \$ \_\_\_\_\_ Seated / Standing (Circle One)

# of Reserved Tickets \_\_\_\_\_ @ \$ \_\_\_\_\_ ; \_\_\_\_\_ @ \$ \_\_\_\_\_ Seated / Standing (Circle One)

Tax on Gross (1): \_\_\_\_\_ Percentage: \_\_\_\_\_ % (or) \$ \_\_\_\_\_

Tax on Gross (2): \_\_\_\_\_ Percentage: \_\_\_\_\_ % (or) \$ \_\_\_\_\_

Tax on Gross (3): \_\_\_\_\_ Percentage: \_\_\_\_\_ % (or) \$ \_\_\_\_\_

Day of show ticket price(s) \_\_\_\_\_ Scaling Notes / Facility Deduct. \_\_\_\_\_

Door Time 4pm Show Time 10D Curfew Ma Set Length 25 minutes

OTHER ARTISTS [REDACTED] Headliner

INDOORS / OUTDOORS (circle one) YES or NO

COVERED STAGE YES or NO

ADVERTISING ANNOUNCE & ON SALE DATES ASAP

RADIO STATION(S) WIVK PRINT ADV \_\_\_\_\_

TICKET OUTLETS Ma Freshow Phone \_\_\_\_\_

Website(s) My Pigeon Forge.com

Ticket Count Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

\* Note: All sponsorships including radio tie-ins and/or "Presents" must be approved in writing by Artist's Mgmt. and Artist Representative.

RADIUS CLAUSE: 90 miles from venue, 90 days before, 90 days after performance date.

Name \_\_\_\_\_ Date submitted \_\_\_\_\_  
(Print & Signature)

United Talent Agency 310-273-6700 office



This agreement is subject to the rules and regulations of the American Federation of Musicians of the U.S.A. and Canada. Purchaser agrees to pay forthwith a deposit to UNITED TALENT AGENCY per the terms in the contract issued upon confirmation. In the event the purchaser fails to pay the deposit, the artist shall not be bound to appear but all other terms of this agreement shall remain in force and the artist will receive full compensation hereunder. This agreement when signed by purchaser shall constitute a binding agreement for artist's services.

# Agenda Memorandum



**CITY COMMISSION**

**Meeting Date:** 4/27/26

**Submitted by:** Tom Garner

**Department:** Park Maintenance

**Item Caption:**

Requesting approval to repave The Riverwalk Trail from The Municipal Parking Lot at The Island to the pedestrian bridge at The Leconte Center/ Holiday Inn. This section of trail is in need for resurfacing due to safety concerns, age (17 years,) multiple utility cuts etc. this trail is heavily used and used extensively during Winterfest. I have been informed by Charles Blalock and Sons this work can be performed during the month of May and pricing is to reflect the current city contract for paving in the amount of \$37,050.00. Also, on the quote are a few patching jobs for repair or new areas at Parks Winterfest Building \$9500.00, Park Maintenance Building Employee Parking \$2750.00 and additional paving at The EMS Landing Pad for \$2000.00. The total amount requested is \$51,300.00



**Attachments:** 2



**Action Requested:** Recommend Approval



**Financial Summary**

Budgeted Expense  
Account Details: 44710-930-07

Unbudgeted Expense  
Details:

Not Applicable



P.O. BOX 4750 • SEVIERVILLE, TENNESSEE 37864-4750

PROPOSAL AND CONTRACT

City of Pigeon Forge Attn: Tom Garner

DATE 4/10/86

CHARLES BLALOCK & SONS, INC., "BLALOCK", AGREES TO FURNISH TO Albion, "OWNER", ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE FOLLOWING DESCRIBED WORK IN CONNECTION WITH CONSTRUCTION OR IMPROVEMENT AT (911 ADDRESS) various jobs

DESCRIPTION OF WORK AND PRICE:  UNIT PRICE ( ) LUMP SUM PROPOSAL TYPE MUST BE MARKED INITIAL GT

- 1) Pave small parking area across from gas pumps \$2750
- 2) Pave gravel area near Winterfest Bld \$9500
- 3) Widen pad on near helipad & pave walkway through gate 3000
- 4) Resurface trail along river from foot bridge near LeClair Center to end near Island. ~~3000~~ \$37,050  
(some time figured in for skid steer to carry mix to paver because walk over bridge is too low)

ANY ADDITIONAL GRADING, MATERIAL AND PREP WORK WILL BE EXTRA TO THIS CONTRACT AND CHARGED SEPERATELY.

IF THE FOREGOING MEETS WITH YOUR ACCEPTANCE, KINDLY SIGN AND RETURN THE ATTACHED COPY OF OUR PROPOSAL. UPON ITS RECEIPT IT IS UNDERSTOOD THE FOREGOING, INCLUDING THE TERMS AND CONDITIONS SET FORTH, BELOW WILL CONSTITUTE THE FULL AND COMPLETE AGREEMENT BETWEEN US.

UNLESS A LUMP SUM PRICE IS TO BE PAID FOR THE FOREGOING WORK AND IS CLEARLY SO STATED IT IS UNDERSTOOD AND AGREED THAT THE QUANTITIES REFERRED TO ABOVE ARE ESTIMATES ONLY AND THAT PAYMENT SHALL BE MADE AT THE STATED UNIT PRICES ON THE ACTUAL QUANTITIES OF WORK PERFORMED OR LABOR PROVIDED BY THE COMPANY AS DETERMINED UPON COMPLETION OF THE WORK.

PAYMENT SHALL BE MADE AS FOLLOWS: MONTHLY BILLING INVOICES SHALL BE DUE ON RECEIPT, A SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) SHALL BE CHARGED ON PAST DUE INVOICES (INVOICES DUE 10 DAYS AFTER RECEIPT).

TERMS AND CONDITIONS

1. ANY DEVIATION FROM THE SPECIFICATIONS OR MODIFICATIONS OF THE TERMS OF THIS CONTRACT AND ANY EXTRA OR INCIDENTAL WORK SHALL BE SET FORTH IN WRITING AND SIGNED BY BOTH PARTIES THERETO.
2. BLALOCK WILL CARRY WORKMAN'S COMPENSATION INSURANCE COVERING ITS EMPLOYEES AND SHALL PROVIDE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.
3. IF CREDIT CONDITIONS BECOME UNSATISFACTORY BEFORE COMMENCEMENT OR AT ANY TIME DURING THE COURSE OF THE WORK, ADEQUATE SECURITY SHALL BE FURNISHED BY YOU TO BLALOCK UPON ITS REQUEST.
4. THIS OFFER EXPIRES FIFTEEN (15) DAYS FROM THE DATE HEREOF.
5. THE OWNER ASSUMES LIABILITY FOR DAMAGES RESULTING TO UTILITIES OR OTHER FACILITIES OR OBJECTS BENEATH THE AREA OF CONSTRUCTION AND AGREES TO HOLD BLALOCK HARMLESS FROM ANY SUCH DAMAGES OR CLAIMS ARISING THEREFROM.
6. THE UNDERSIGNED OWNER AGREES THAT IF THIS CONTRACT IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THE OWNER WILL PAY REASONABLE ATTORNEY'S FEES AND COSTS, IN ADDITION TO THE CONTRACT AMOUNT.
7. ANY DAMAGE TO COUNTY AND/OR PRIVATE ROADS, AS A RESULT OF CONSTRUCTION ON THIS PROJECT, WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AND THE PROPERTY OWNER SHALL HOLD BLALOCK HARMLESS.
8. ALL EROSION AND SEDIMENT CONTROL, PLANNING, MAINTENANCE AND INSTALLATION SHALL BE THE RESPONSIBILITY OF THE OWNER OR HIS REPRESENTATIVE OTHER THAN BLALOCK UNLESS OTHERWISE NOTED ON THIS DOCUMENT.

VERY TRULY YOURS,

CHARLES BLALOCK & SONS, INC.

*[Signature]*

ACCEPTED:

\_\_\_\_\_



AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER



Paving  
 May 8, 2024  
 Public Works Department

Bidder	307-C Binder in place	411-E Topping in place	411-E Topping in place with street re-stripped	307-C Binder picked up	411-E Topping picked up	Milling Per Hour
Charles Blalock & Sons PO Box 4750 Sevierville, TN 37864	185.50	207.50	no bid	105.00	110.00	1,250.00
Duracap Asphalt Paving PO Box 53426 Knoxville, TN 37950	no bid					
Ingle Paving 638 Zion Hill Rd Sevierville, TN 37876	no bid					
PRI of East Tennessee 5651 S National Dr Knoxville, TN 37914	164.50	164.50	no bid	100.00	110.00	2,400.00
Last Years Bid	195.00	210.00	295.00	90.00	92.00	

Charles Blalock & Sons & PRI of Tennessee highlighted items recommended for approval.

\_\_\_\_\_  
 Duane Rainbolt

\_\_\_\_\_  
 Kim Huffaker

Concrete  
 May 8, 2024  
 Public Works Department

	Blalock Ready Mix	Charles Blalock & Sons	PRI of East TN	Last Years Bid
Concrete sidewalk (4" thick)	no bid	22.00	25.00	16.50
6" non-mountable curb & gutter	no bid	70.00	75.00	55.00
6" non-mountable curb only	no bid	55.00	75.00	21.50
6" mountable curb & gutter	no bid	70.00	75.00	55.00
6" mountable curb only	no bid	55.00	75.00	21.50
Concrete driveway ramps (6" thick)	no bid	25.00	25.00	23.50
Monolithic concrete sidewalk/curb	no bid	30.00	35.00	21.50
Concrete 3,000 PSI	193.00	no bid	225.00	193.00
Concrete 4,000 PSI	199.00	no bid	235.00	199.00
Concrete 5,000 PSI	215.00	no bid	255.00	215.00
Concrete pad w/wire mesh (4")	no bid	30.00	35.00	20.00
Concrete pad w/wire mesh (6")	no bid	36.00	40.00	26.00
Fiber added to concrete	10.00	no bid	25.00	10.00

Blalock Ready Mix and Charles Blalock & Sons recommended.

\_\_\_\_\_  
 Duane Rainbolt

\_\_\_\_\_  
 Kim Huffaker

Striping  
 May 24, 2023  
 Public Works Department

Bidder	white/yellow solid line per mile	broken white/yellow lines per mile	arrows white	dash white lineage (crows feet)	arrows white plastic pavement marking	stop bars white plastic	dash/solid lines plastic pavement
Highway Markings, Inc 9510 Maynardville Highway Maynardville, TN 37807	625.00	625.00	125.00	0.75	195.00	15.50	0.75
Volunteer Highway 6814 Tice Lane Knoxville, TN 37918	695.00	695.00	125.00	1.00	250.00	15.00	3,400.00
Superior Pavement Marking PO Box 5572 Knoxville, TN 37928	no bid						
Highway Safety of TN 7716 Crestland Road Knoxville, TN 37938	no bid						
American Paving 448 N Cedar Bluff Rd Knoxville, TN 37923	no bid						
Last Years Bid	625.00	625.00	100.00	1.00 LF	200.00	15.00 LF	3,200.00

\_\_\_\_\_  
 Mark Miller

\_\_\_\_\_  
 Kim Huffaker

# Agenda Memorandum



## CITY COMMISSION

**Meeting Date:** 4/27/26

**Submitted by:** Rob Ogle

**Department:** Information Technology

**Item Caption:**

I am requesting permission to accept the 100% cybersecurity grant through the State of Tennessee utilizing Department of Homeland Security funds from "Fiscal Year 2024 State and Local Cybersecurity Grant Program".



**Attachments:**



**Action Requested:** Recommend Approval



**Financial Summary**

Budgeted Expense  
Account Details:

Unbudgeted Expense  
Details:

Not Applicable

## State of Tennessee Federal Fiscal Year 2024 State and Local Cybersecurity Grant Program Local Consent Agreement

---

This Local Consent Agreement is made between the Tennessee Department of Finance and Administration, Strategic Technology Solutions Division (STS) and City of Pigeon Forge, shall be effective on the date signed by the authorized official of the Local Government Entity.

By my signature below, I attest that I have the authority to sign on behalf of the Local Government Entity, and to bind the Local Government Entity to the selection below:

**(Initial your selection below):**

\_\_\_\_1. The Local Government Entity does not consent to STS retaining the entity's portion of funding as part of the Federal Fiscal Year (FFY) 2024 SLCGP. This selection means the Local Government Entity declines FFY2024 SLCGP funding and/or in lieu services.

\_\_\_\_2. The Local Government Entity consents to STS, as Tennessee's grant authority, undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Federal Fiscal Year (FFY) 2024, Funding Opportunity Number DHS-24-GPD-137-00-99, as authorized by Homeland Security Act of 2002, Pub. L. No. 107-296, § 2220A codified as amended at 6 U.S.C. § 665g.

- a. Retaining and passing through to local government entities at least 70% of the State of Tennessee's FFY 2024 SLCGP grant award of \$9,242,539.00 in the form of services and related activities; and
- b. Utilizing \$429.00 of the \$4,768,861.21 in SLCGP funds for FFY 2024 as follows:
  - (1) \$0.00 for Project 1: Cybersecurity Detection and Response-Endpoint Detection and Response (CrowdStrike)
  - (2) \$429.00 for Project 2: Cybersecurity Training (InfoSec)
- c. Utilizing \$78,403.41 of the \$4,011,550.84 in SLCGP funds for FFY2024 as true pass-through to the local entities.

By selecting item #2 above, I agree that the Local Government Entity is receiving services and related activities in lieu of funds from the SLCGP. I also agree that this Local Consent Agreement is only effective for the FFY2024 SLCGP Funds, and this Local Consent Agreement and receipt of funds, under either selection above, are contingent upon submission and approval of a project that aligns with the State's approved Cybersecurity Plan.

I can be contacted at (Daytime Phone Number): \_\_\_\_\_

I authorize receipt of notices by emailing this document to [CyberSafeTN@tn.gov](mailto:CyberSafeTN@tn.gov).

City of Pigeon Forge

State of Tennessee Department of Finance and Administration,  
Strategic Technology Solutions (STS)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Agenda Memorandum



## CITY COMMISSION

---

**Meeting Date:**

**Submitted by:**

**Department:**

**Item Caption:**



**Attachments:**



**Action Requested:**



**Financial Summary**

Budgeted Expense

Account Details:

Unbudgeted Expense

Details:

Not Applicable

---

# Agenda Memorandum



## CITY COMMISSION

---

**Meeting Date:**

**Submitted by:**

**Department:**

**Item Caption:**



**Attachments:**



**Action Requested:**



**Financial Summary**

Budgeted Expense

Account Details:

Unbudgeted Expense

Details:

Not Applicable

---

2026 LeConte Event Center Caulking Replacement

21-Apr-26

BUSINESS NAME	BID AMOUNT
Spencer Simmons Summit Waterproofing, INC PO Box 1948 Pelham, Al. 35124	product data Provided within bid submittal Pricing Polyurethane = \$99,500 (10yr warranty) Silicone = \$107,000 (20 year warranty) Referrals 3 references provided Bid packet received 4/17/26
Keaton Hayes ABG Caulking 3407 W Andrew Johnson Hwy Morristown, TN 37814	product data Provided within bid submittal Pricing Polyurethane = \$225,000 Silicone = \$245,000 Referrals 5 references provided Bid packet received 4/20/26
Midwest Maintenance, Inc 101 Fox Drive Piqua, OH 45356	product data <b>not included</b> Pricing \$174,000 Referrals 3 references provided Bid packet received 4/21/26 8:21am
Legacy Painting LLC Certa Pro 10904 McBride Lane Knoxville, TN 37932	product data Provided within bid submittal Pricing Polyurethane = \$159,630 Referrals 3 references provided Bid packet received 4/21/26 8:58am
Reed Contrsuction Kenneth Reed 4041 Millstone Dr Russellville, TN 37860	product data <b>not included</b> Pricing \$39,576 Referrals 3 references provided Bid packet received 4/21/26 9:18am
Volunteer Restoration, Inc 210 Seaman St Knoxville, TN 37919	product data <b>not included</b> Pricing Polyurethane or Silcone = \$79,000 Referrals <b>none provided</b> Bid packet received 4/21/26 9:27am
Eskola 2418 Morelock Road Morristown, TN 37814	product data <b>emailed to David before opening not in bid</b> Pricing Polyurethane = \$110,500 Silicone = \$122,500 Referrals <b>none provided</b> Bid packet received 4/21 9:48am

Present at Opening: Phil Campbell and Mark Reiner - LeConte Center Representatives  
Midwest Maintenance Representative and Eskola Representative

# Agenda Memorandum



## CITY COMMISSION

---

**Meeting Date:** 4/27/26

**Submitted by:** David Wear

**Department:** Office of City Manager

**Item Caption:** Discussion and approval for the 24 month contract of the City Maintenance Agreement for 2026



**Attachments:** 18



**Action Requested:** Recommend Approval



### Financial Summary

Budgeted Expense  
Account Details:

Unbudgeted Expense  
Details:

Not Applicable

Contract - Needs to be signed

**Penny Whetstone**

---

**From:** Shane Effler <Shane.Effler@tn.gov>  
**Sent:** Wednesday, April 22, 2026 12:37 PM  
**To:** Penny Whetstone  
**Subject:** 2026 City Maintenance Agreement  
**Attachments:** Pigeon Forge CMA 2715 (24 Month).pdf

Penny,

Please find attached the City Maintenance Agreement for 2026 for your leadership to review and sign. This signed copy will need to be returned to me no later than May 31, 2026. This is to insure that there is no lapse in the current contract that ends June 30, 2026 and billing can continue at the beginning of July. Please note that all CMAs this year are being written as a twenty-four (24) month contract instead of the typical twelve (12) month contract, as requested by our leadership in Nashville. There are no changes in the contracts other than the dollar amounts listed in them are for 24 months and should be divided by 2 to determine what your city/town will be reimbursed for each year. If you have any questions, please feel free to reach out to me via phone or email. Thank you.

**Shane Effler | Technical Coordinator 1**

District 18 Maintenance – Cocke & Sevier County

1050 Cosby Hwy

Newport, TN 37821

423-625-6480

[Shane.Effler@tn.gov](mailto:Shane.Effler@tn.gov)

[tn.gov/tdot](http://tn.gov/tdot)



**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PIGEON FORGE**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Pigeon Forge, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes or a special agreement for, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 2029  
Contract #: CMA 2715

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities" attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2026 ("Effective Date"), and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred and nine thousand four hundred and ninety-six dollars and seventy-eight cents (\$209,496.78). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

State of Tennessee Department of Transportation  
 1050 Cosby Highway  
 Newport, TN 37821

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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 Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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 Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee 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 Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this 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 Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Shane Effler  
State of Tennessee Department of Transportation  
1050 Cosby Highway  
Newport, TN 37821  
shane.effler@tn.gov  
Telephone # 423-623-1227  
FAX # 423-625-4570

The Contractor:

Penny Whetstone, Clerk  
City of Pigeon Forge  
PO Box 1350  
Pigeon Forge, TN 37863  
Telephone # 865-429-7309  
FAX # 865-429-7429

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

**IN WITNESS WHEREOF,**

**CITY OF PIGEON FORGE:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**WILL REID, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**LESLIE SOUTH, GENERAL COUNSEL**

**DATE**

GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable, are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.







### CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

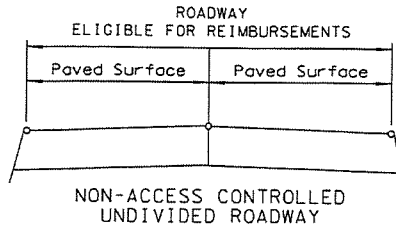


FIGURE 1A

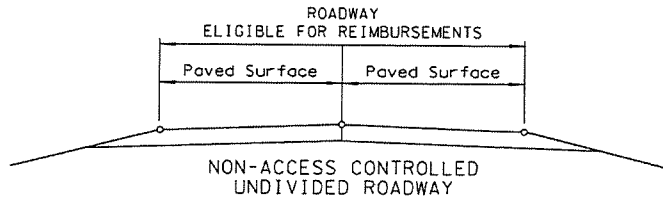


FIGURE 1B

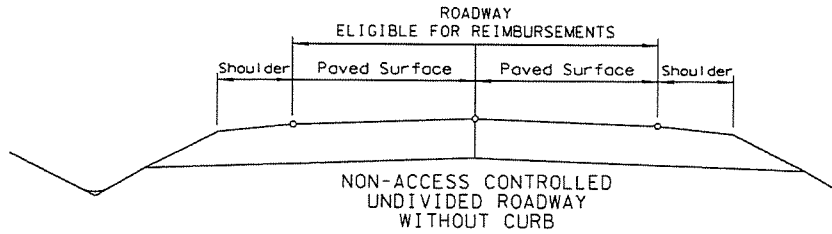


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

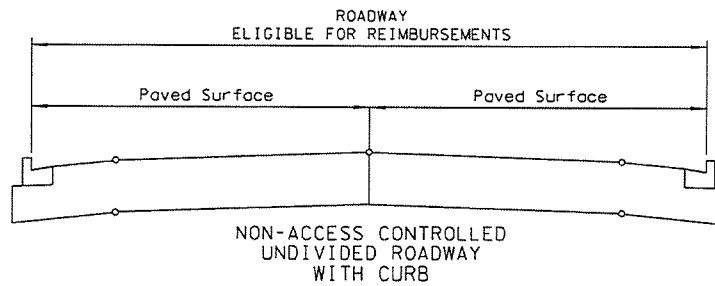


FIGURE 1D

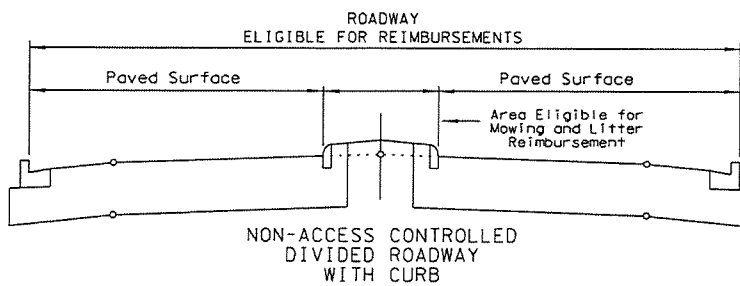
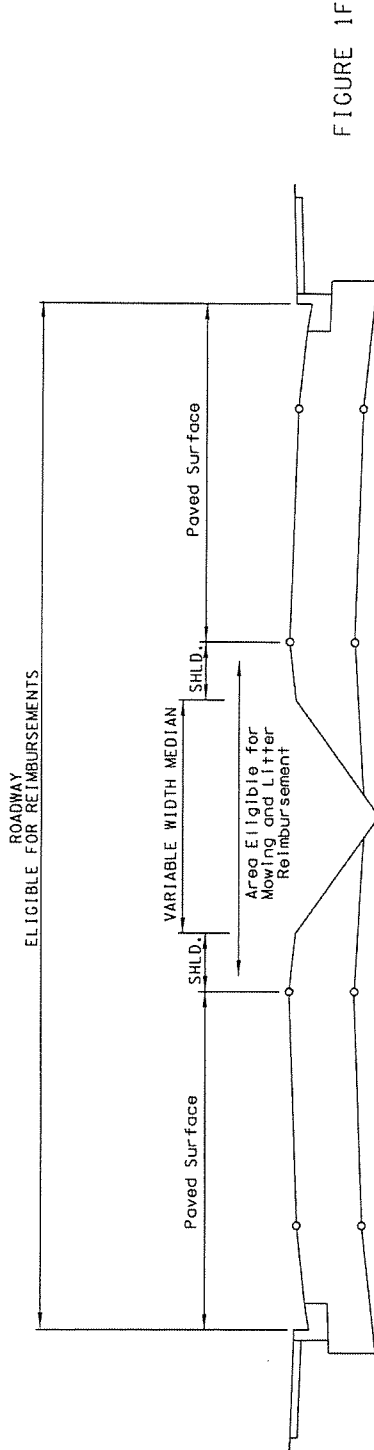
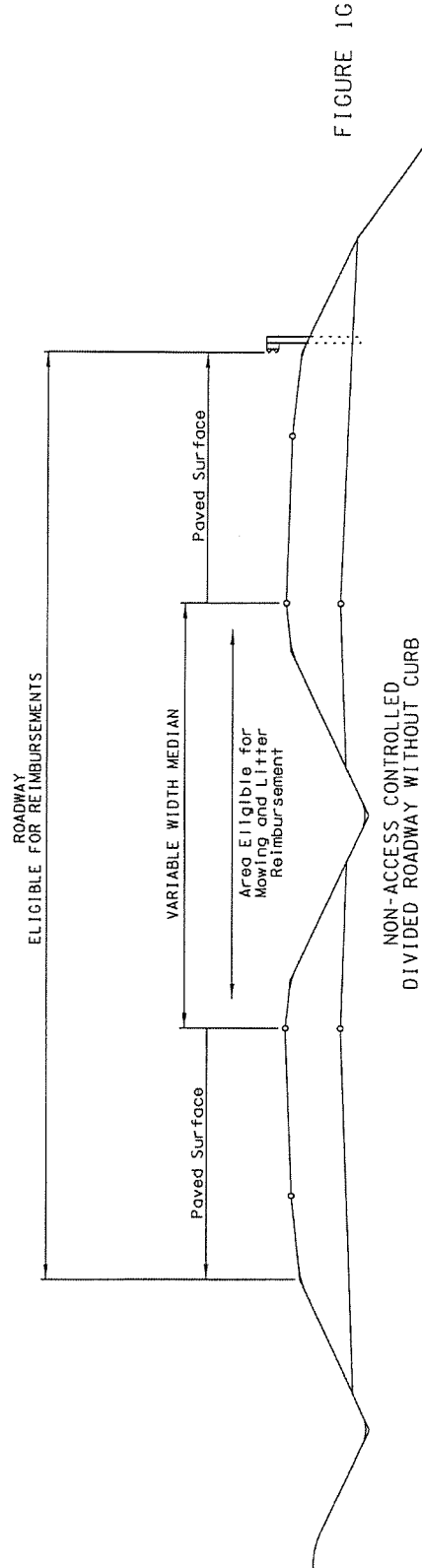


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS



NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITH CURB



NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITHOUT CURB

NOTE:  
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES  
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

### CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

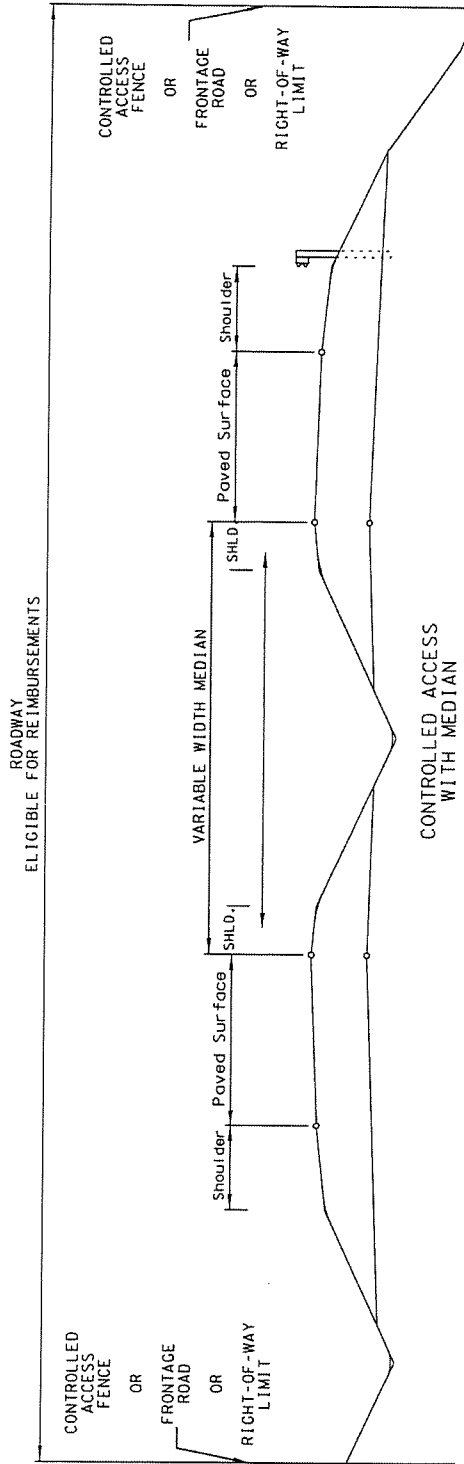


FIGURE 2A

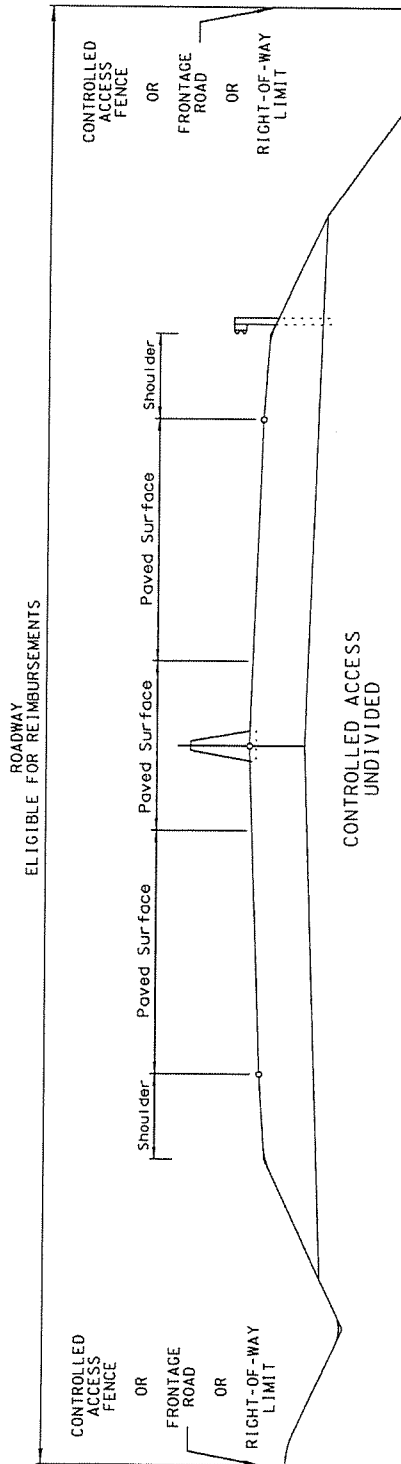


FIGURE 2B

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2026-2028 FISCAL YEAR**

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	\$18.00	HR
2	TRUCK, PICKUP	\$20.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	\$24.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	\$24.00	HR
5	TRUCK, UTILITY/SERVICE BODY	\$28.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	\$70.00	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	\$80.00	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	\$100.00	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	\$120.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	\$30.00	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	\$45.00	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	\$65.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	\$85.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	\$70.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	\$85.00	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	\$165.00	HR
17	SWEEPER, TRUCK MOUNTED	\$200.00	HR
18	SWEEPER, SELF-PROPELLED	\$110.00	HR
19	TRUCK, CRANE	\$65.00	HR
20	TRUCK, EXCAVATOR	\$190.00	HR
21	TRUCK, REFUSE COLLECTION	\$85.00	HR
22	TRACTOR, W/SWEEPER	\$66.00	HR
23	TRACTOR, W/DITCHER	\$125.00	HR
24	TRACTOR, WHEEL	\$100.00	HR
25	CHIPPER, BRUSH	\$70.00	HR
26	TRAILER, TILT	\$9.00	HR
27	TRAILER, PLATFORM OR GENERAL	\$29.00	HR
28	TRAILER, LOW BOY TANDEM	\$21.00	HR
29	JOINT & CRACK SEALING MACHINE	\$55.00	HR
30	ASPHALT RECLAIMER/RECYCLER MACHINE	\$76.00	HR
31	PAVER, ASPHALT SELF-PROPELLED	\$150.00	HR
32	DISTRIBUTOR, ASPHALT, PULL TYPE	\$51.00	HR
33	CHIP SPREADER MACHINE	\$110.00	HR
34	EXCAVATOR, TRACK TYPE (TRACKHOE)	\$165.00	HR
35	DRAGLINES AND CRANES	\$188.00	HR
36	TRACTOR, CRAWLER (DOZER)	\$165.00	HR
37	MOTOR GRADER	\$110.00	HR
38	BACKHOE	\$75.00	HR

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2026-2028 FISCAL YEAR**

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
40	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	\$110.00	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	\$110.00	HR
42	LOADER, FRONT END TRACK TYPE	\$110.00	HR
43	LOADER, SKID-STEER	\$100.00	HR
44	PROFILER, MILLING MACHINE	\$500.00	HR
45	ROLLER, WALK BEHIND	\$8.00	HR
46	ROLLER, STEEL WHEEL, 1 TO 5 TONS	\$100.00	HR
47	ROLLER, STEEL WHEEL, OVER 5 TONS	\$170.00	HR
48	GENERATOR, PORTABLE	\$52.00	HR
49	AIR COMPRESSOR, PORTABLE OR PULL TYPE	\$64.00	HR
50	WELDER, PORTABLE OR PULL TYPE	\$10.00	HR
51	CONCRETE MIXER, PORTABLE OR PULL TYPE	\$60.00	HR
52	CURBING MACHINE	\$140.00	HR
53	PAINT MACHINE, WALK BEHIND	\$70.00	HR
54	PAINT MACHINE, TRUCK MOUNTED (LARGE)	\$175.00	HR
55	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	\$40.00	HR
56	TRAFFIC LINE REMOVER (WATER BLASTER)	\$100.00	HR
57	ARROW BOARD, TRAILER OR TRUCK MOUNTED	\$5.00	HR
58	MESSAGE SIGN, TRAILER MOUNTED	\$5.00	HR
59	LIGHT TOWER, TRAILER MOUNTED	\$30.00	HR
60	TRUCK MOUNTED ATTENUATOR	\$10.00	HR

Equipment reimbursement is based on TDOT and Rental Rate Blue Book rates, using FHWA-approved methods. If equipment is not listed or matched, other industry-standard rates, such as the FEMA Schedule or Department-approved rates, may be used.

