



## AGENDA

CITY COMMISSION MEETING  
MONDAY, JANUARY 26, 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

None

### New Business

5. **Ordinance No. 2026-1190** — an ordinance authorizing the use of a collection agency to collect unpaid fines, court costs, fees and applicable litigation taxes owed to the City of Pigeon Forge from cases in the Pigeon Forge City Court - first reading
6. **Resolution No. 2026-964** — a resolution confirming the City of Pigeon Forge's desire to participate with the Tennessee Fish and Wildlife Commission and City of Gatlinburg in prohibiting the feeding of Black Bears.
7. Discussion and consideration of an agreement with CDM Smith for grant writing services for Parkway Corridor Transit Improvements Project — Jeff Mize
8. Discussion and consideration of an amendment to a contract with CDM Smith for Midblock Crossing final design and bidding services located at Jake Thomas Road/LeConte Center - Jeff Mize
9. Discussion and consideration of an agreement with SSR for an Alternative Study for the Water Treatment Plant — Luke Williams
10. Discussion and consideration of bid to purchase additional 280 semi-automated bear-resistant carts from Northern Products for the Sanitation Department — Bud McCarter

11. Discussion and consideration of Pure Storage System yearly maintenance from Insight for the IT Department utilizing the OMNIA PARTNERS IT PRODUCTS AND SERVICES. - Rob Ogle
12. Discussion and consideration of a Phone System yearly maintenance contract from Communications Resources for the IT Department — Rob Ogle
13. Discussion and consideration of an agreement with the City of Sevierville to operate a joint youth baseball program for the Parks and Recreation Department — Lanny Goodwin
14. Discussion and consideration for approval of Middle Creek Lift Station Equipment Rentals for the Utility Department from Mersino— Eric Brackins

### **Administrative Report**

### **Commissioner's Report**

### **Adjournment**

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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, JANUARY 12, 2026, 5:30 P.M.  
CITY HALL, PIGEON FORGE, TENNESSEE**

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

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

**REGULAR MEETING**

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

Vice Mayor Ogle asked if there were any comments from citizens.

No comments were received.

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

**Old Business**

There was no old business.

**New Business**

**Resolution No. 2026-963** to authorize the City of Pigeon Forge, Tennessee to submit a joint application with the City of Gatlinburg, Tennessee and Sevier County Government to the Economic Development Administration FY 2025 EDA Disaster Supplemental Funding Opportunity Grant was presented for approval. Assistant City Manager Brackins presented. On a motion by Commissioner Watts, second by Commissioner Whaley, and with all voting "aye" the motion was unanimously approved.

Discussion and consideration of a proposal from Blink Signs for a new clubhouse and main entrance sign at the Ripken Experience was presented for approval. Kate Wojciechowski with Ripken recommended the purchase in the amount of \$47,181.17. On a motion by Commissioner Whaley, second by Commissioner Watts, it was unanimously approved to accept the proposal as presented.

Discussion and consideration of a contract with Usherwood for a security system and related equipment at the Ripken Experience was presented for approval. Kate Wojciechowski with Ripken presented and recommended the purchase in the amount of \$64,022. On a motion by Commissioner Whaley, second by Commissioner Adams, it was unanimously approved to accept the contract as presented.

Discussion and consideration of bid from Southern Constructors Inc. for Dollywood Lane Improvements Phase 1 (Parkway to River Road) was presented for approval. Jeff Mize with CDM Smith presented and recommended the base bid in the amount of \$599,081 plus alternate one in the amount of \$100,000. On a motion by Commissioner Watts, second by Commissioner Adams, it was unanimously approved to accept the bid as presented.

Discussion and consideration of heat and air unit repair at the wastewater treatment plant from Del Air Mechanical Services was presented for approval. Assistant City Manager Brackins presented and recommended the repair in the amount of \$13,762.68. On a motion by Commissioner Whaley, second by Commissioner Adams, it was unanimously approved to accept the repair as presented.

Discussion and consideration to apply for a TDEC lead service line inventory grant for the utility department to be submitted by Ardurra, Inc. was presented for approval. Will Littlejohn with Cannon & Cannon recommended applying for the grant in the amount of \$379,100. On a motion by Commissioner Whaley, second by Commissioner Watts, it was unanimously approved to apply for the grant as presented.

Discussion and consideration of RFQ for grant administrative services contract with CDM Smith for various federal and state funded grants was presented for approval. Grant Administrator Williams presented. On a motion by Commissioner Adams, second by Commissioner Watts, it was unanimously approved to accept the contract as presented.

Discussion and consideration of a three-year contract with ESRI, Inc. for GIS mapping for the public works department was presented for approval. Public Works Director Miller presented and recommended the three-year contract in the amount of \$61,800. The amount for the current fiscal year is \$20,600. On a motion by Commissioner Whaley, second by Commissioner Watts, it was unanimously approved to accept the contract as presented.

Discussion and consideration to purchase uniforms from TruBlu Tactical Police Supply for the police department utilizing the Sourcewell Contract was presented for approval. Police Chief Catlett presented and recommended the purchase in the amount of \$45,364.46. On a motion by Commissioner Adams, second by Commissioner Whaley, it was unanimously approved to accept the purchase as presented.

Discussion and consideration to purchase 14 sets of turnout gear from NAFECO for the fire department utilizing the HGAC buy contract was presented for approval. Fire

Chief Carr presented and recommended the purchase in the amount of \$69,720. On a motion by Commissioner Watts, second by Commissioner Whaley, it was unanimously approved to accept the purchase as presented.

Discussion and consideration of bid to purchase Tenant T-20 Ride-On scrubber from Kelsan for the LeConte Center was presented for approval. LeConte Center Director Campbell presented and recommended the purchase in the amount of \$79,319.06. On a motion by Commissioner Watts, second by Commissioner Whaley, it was unanimously approved to accept the bid as presented.

Discussion and consideration of change order # 2 from T.P.M. Services Group, LLC for the chimney repair at the LeConte Center was presented for approval. LeConte Center Director Campbell presented and recommended the change order in the amount of \$9,217. On a motion by Commissioner Adams, second by Commissioner Whaley, it was unanimously approved to accept the change order as presented.

Discussion and consideration of an agreement with Lose Design for modifications to the kitchen at the LeConte Center was presented for approval. Assistant Director of Recreation Cave presented and recommended the agreement in the amount of \$67,500. On a motion by Commissioner Whaley, second by Commissioner Watts, it was unanimously approved to accept the agreement as presented.

Manager's report included the following:

1. The first meeting with Horner as construction manager at risk for city administration building with take place tomorrow.
2. The wayfinding committee is narrowing down companies and should be able to get process started in a few weeks.
3. We are looking at approximately 90 days or near the end of March for a response on TCRS study.
4. LeConte Center construction should begin sometime this month.
5. Would like to recognize employee promotions including Austin McCarter on his recent promotion to Recreation Superintendent, Daniel Barnhart on his recent promotion to Special Events Manager, and Mikey Henry on his recent promotion to Street Superintendent.
6. Would like to brag on some individuals including Brad Brummett, Mark Miller, and Jerry Sutton and his crew working late New Year's Eve to ensure the City of Pigeon Forge maintained water.

Vice Mayor Ogle asked for comments from the board.

Vice Mayor Ogle wanted to acknowledge that the Pigeon Forge community lost two fine men since the last meeting including Garland Harmon with his former involvement with city commission, fire department, and public works department and Fletcher Hollingsworth who was founder and owner of Parrot Mountain.

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

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

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

DRAFT



City of Pigeon Forge

# Receipt Register - Abridged

POPKT05809 - 2026 1-27 CC

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>00669 - ABC Embroidery</u>						<b>335.84</b>
2603812	8852	Water/Sewer	01/27/2026	Uniforms for Kevin McMahan	413-52113-326 - Water Plant - Clothing And Uniforms	208.90
2604271	8853	General Fund	01/27/2026	2 Shirts & Vest-Jason Baiamonte-Adm	110-41500-326 - City Admin./Finance - Clothing And Uniforms	126.94
<u>00622 - Advance Auto Parts</u>						<b>2,216.16</b>
2603969	3323	General Fund	01/27/2026	BULB PD 764	110-14130 - Inventory Of Material	18.25
2604006	7051	General Fund	01/27/2026	FUEL TREATMENT FOR DIESEL	110-14130 - Inventory Of Material	286.44
2604029	3370	General Fund	01/27/2026	ANTIFREEZE,BRAKE CLEANER, FUEL TREATMENT STOCK	110-14130 - Inventory Of Material	1,122.24
2604064	7153	General Fund	01/27/2026	Brake pads rear unit 215	110-14130 - Inventory Of Material	34.99
2604065	3398	General Fund	01/27/2026	Rotors rear unit 215	110-14130 - Inventory Of Material	119.32
2604142	7383	General Fund	01/27/2026	BRAKE ROTOR FIRE TK 26	110-14130 - Inventory Of Material	145.93
2604164	3483	General Fund	01/27/2026	MASTER CYL CAP TK 26 FIRE DEPT	110-14130 - Inventory Of Material	15.23
2604183	3495	General Fund	01/27/2026	Polish for stock for Street Dpt	110-14130 - Inventory Of Material	12.24
2604267	3552	General Fund	01/27/2026	BATTERY 609 FUSION GRAIG CRUZE	110-14130 - Inventory Of Material	150.34
2604373	3656	General Fund	01/27/2026	FILTER TK 120 STREET	110-14130 - Inventory Of Material	15.42
2604463	3797	General Fund	01/27/2026	Optima battery for tram 5	110-14130 - Inventory Of Material	289.16
2604503	3810	General Fund	01/27/2026	9006 headlight Pigtail unit 208	110-14130 - Inventory Of Material	6.60
<u>20852 - AG-Pro LLC - Knoxville</u>						<b>78.44</b>
2604338	P96317	General Fund	01/27/2026	Preheat solenoid Aux motor unit 224	110-14130 - Inventory Of Material	78.44
<u>00855 - Airgas Usa, LLC</u>						<b>436.88</b>
2603838	916716881	General Fund	01/27/2026	C02 for Pools	110-44410-322 - Community Center - Chemical	436.88
<u>21725 - Alabama Fellowship of Fire Chaplains</u>						<b>500.00</b>
2604950	Blake Adams June 19-20	General Fund	01/27/2026	Group Critical Incident Stress Management Training	110-42200-148 - Fire - Emp. Education & Training	250.00
	Emily Wood June 19-20	General Fund	01/27/2026	Group Critical Incident Stress Management Training	110-42200-148 - Fire - Emp. Education & Training	250.00
<u>01150 - Amazon Capital Services Inc</u>						<b>20,651.52</b>
2604153	19MG-4T4F-6NW4	General Fund	01/27/2026	Amazon - IT Stock - BREAK/FIX	110-41640-312 - Information Technology - Office Equipment	2,402.06
	1T9Q-FGCG-XTDX	General Fund	01/27/2026	Amazon - IT Stock - BREAK/FIX	110-41640-312 - Information Technology - Office Equipment	43.69
2604265	1NFP-YMT4-TLKM	General Fund	01/27/2026	Towel hooks for Locker room reno	110-44410-920 - Community Center - Buildings	42.70
2604275	1XTC-F19D-6GJD	General Fund	01/27/2026	Exhaust Fan for Rest Room - Street Dept.	110-41840-266 - Bldg. Maintenance - Maint. - Buildings	27.54
2604333	1NL6-4K37-33TJ	General Fund	01/27/2026	Emergency Exit Signs-City Wide&Hand Dryer-Transit	110-41840-266 - Bldg. Maintenance - Maint. - Buildings	23.85
2604411	1W14-FXL7-RMPP	General Fund	01/27/2026	Pool Test Kit Drops & Wall Clock	110-44410-312 - Community Center - Office Equipment	14.68
2604552	14CF-P76K-9WPP6	General Fund	01/27/2026	Books, office supplies	110-44810-310 - Library - Office Supplies	37.38
	1P3V-WP6R-XGT4	General Fund	01/27/2026	Books, office supplies	110-44810-222 - Library - Books	226.28

Receipt Register - Abridged

POPKT05809 - 2026 1-27 CC

						Vendor Amount
Vendor						Item Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	
<u>01150 - Amazon Capital Services Inc</u>						<b>20,651.52</b>
2604552	1P3V-WP6R-XGT4	General Fund	01/27/2026	Books, office supplies	110-44810-310 - Library - Office Supplies	365.82
2604580	1JJP-JFLV-PQ9C	General Fund	01/27/2026	Drive belt 147E	110-14130 - Inventory Of Material	151.99
2604590	1YHJ-CWNP-H6KH	General Fund	01/27/2026	Batteries & T-Shirt Rags - Both City Wide	110-41840-324 - Bldg. Maintenance - Janitorial Supplies	462.75
				Batteries & T-Shirt Rags - Both City Wide	110-41840-329 - Bldg. Maintenance - Other Operating Supplies	68.63
2604591	1WYK-WRD9-PXK1	General Fund	01/27/2026	Amazon - iPad/Pencil/Case/Protector for Council	110-41500-312 - City Admin./Finance - Office Equipment	11,690.24
2604593	14WT-F6J6-QHXR	General Fund	01/27/2026	OFFICE, MEDICAL & KITCHEN SUPPLIES	110-47210-310 - Tourism - Office Supplies	264.85
				OFFICE, MEDICAL & KITCHEN SUPPLIES	110-47210-329 - Tourism - Other Operating Supplies	57.45
2604628	1WQ1-KCYY-VD4D	General Fund	01/27/2026	Piston,cylinder kit for firehall chain saw 576XP	110-14130 - Inventory Of Material	85.99
2604640	1WGX-HVQ3-PYRH	General Fund	01/27/2026	Toner Order	110-42100-310 - Police - Office Supplies	875.24
2604648	17RC-1CV1-7R11	General Fund	01/27/2026	Games, Toys, Arts & Crafts Supplies for Child Care	110-44410-325 - Community Center - Recreation Supplies	294.58
2604707	11KC-GNV1-7X3D	General Fund	01/27/2026	NEW DESK CHAIR FOR DANIEL BARNHART	110-47211-312 - Special Events - Office Equipment	189.99
2604757	1RKK-DX74-J47J	General Fund	01/27/2026	Hole punches for Front Desk	110-44410-310 - Community Center - Office Supplies	28.58
2604760	1N9M-KTY6-1X4G	Water/Sewer	01/27/2026	T-Bolt hose clamps	413-52113-333 - Water Plant - Equipment Parts	37.38
2604761	1KWT-QQ3K-HVN9	Water/Sewer	01/27/2026	Intake and transfer filter for Douglas Lake	413-52113-200 - Water Plant - Contractual Services	29.68
2604762	1334-GKYG-3WNY	Water/Sewer	01/27/2026	Hand Tools	413-52113-345 - Water Plant - Machinery	129.96
2604765	1P9V-VPL4-H6NC	General Fund	01/27/2026	Storage for Bowling Food items	110-44410-312 - Community Center - Office Equipment	170.98
2604770	1WF3-DQDK-4NQT	General Fund	01/27/2026	business card holder, file folders, legal pads	110-42400-310 - Public Works - Office Supplies	34.24
2604802	14YF-YRCH-D4CV	General Fund	01/27/2026	Supplies for Station 1	110-42200-312 - Fire - Office Equipment	13.29
				Supplies for Station 1	110-42200-329 - Fire - Other Operating Supplies	20.49
2604803	16WV-XGF4-YWY4	General Fund	01/27/2026	Saw Blade and Hydrant Maintance supplis	110-42200-329 - Fire - Other Operating Supplies	587.52
2604804	1LFN-GRNP-NR6H	General Fund	01/27/2026	Klein Tools Cable Cutters for Firefighters	110-42200-345 - Fire - Machinery	787.64
2604816	16YR-NJ49-PYLM	General Fund	01/27/2026	Office Supplies	110-42100-310 - Police - Office Supplies	361.05
				Office Supplies	110-42100-310 - Police - Office Supplies	458.74
2604823	1GRJ-VCM4-QFTY	General Fund	01/27/2026	Boost box for shop use	110-43170-345 - Fleet Maintenance - Machinery	363.49
2604829	1M9R-RT99-HG1K	General Fund	01/27/2026	Pens Hanging File Folders Sticky Notes Paper Clips	110-41500-310 - City Admin./Finance - Office Supplies	76.30
2604833	1M3J-7K99-7JKM	General Fund	01/27/2026	Air Compressor Auto Tank Drain Valve-FH#2	110-41840-266 - Bldg. Maintenance - Maint. - Buildings	37.95
2604854	1M9F-RT99-QJG3	General Fund	01/27/2026	Air Seat switches unit 912	110-14130 - Inventory Of Material	68.47
2604884	13L7-DR6D-HT9R	General Fund	01/27/2026	Office Supplies	110-43500-310 - Mass Transit - Office Supplies	88.39
2605020	191C-P91V-VQKP	General Fund	01/27/2026	9 x 12 Envelopes- Pentel Pens	110-41500-310 - City Admin./Finance - Office Supplies	31.66
<u>01304 - American Air Filter Co. Inc.</u>						<b>15,809.62</b>
2604236	92217428	LeConte Cente	01/27/2026	HVAC Filters needed for complete change	435-47215-266 - LeConte Center - Maint. - Buildings	1,329.76
	92217429	LeConte Cente	01/27/2026	HVAC Filters needed for complete change	435-47215-266 - LeConte Center - Maint. - Buildings	14,479.86
<u>21638 - American Facility Services Inc</u>						<b>6,133.92</b>
2604928	107117	LeConte Cente	01/27/2026	Contract housekeeping labor for November	435-47215-200 - LeConte Center - Contractual Services	6,133.92
<u>01295 - Arista Information Systems Inc</u>						<b>6,166.08</b>
2604711	INV-AIS-0013338 GF	General Fund	01/27/2026	December 2025 Services Adm	110-41500-269 - City Admin./Finance - Maint. - Other	2,142.16
2604714	INV-AIS-0013338 WTR	Water/Sewer	01/27/2026	December 2025 Services UT/Adm	413-52316-269 - Utility Accounting - Maint. - Other	4,023.92

**Receipt Register - Abridged**

**POPKT05809 - 2026 1-27 CC**

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>18200 - Athens Technical Specialists Inc</u>						<b>445.07</b>
2604455	INV111686	General Fund	01/27/2026	Calibration Service, ASIT 5500	110-43100-234 - Street Inspections, Permits	445.07
<u>17147 - Black Fox Lodge</u>						<b>1,439.10</b>
2604085	BREAKFAST FOR SYTA F	General Fund	01/27/2026	BREAKFAST FOR SYTA FAM	110-47210-239 - Tourism - Other Publicity	1,439.10
<u>02584 - BMI</u>						<b>459.00</b>
2604783	63081505	General Fund	01/27/2026	Music License With BMI	110-47211-235 - Special Events - Memberships	459.00
<u>01906 - Brenntag North America LLC</u>						<b>8,739.50</b>
2604518	BMS97085	Water/Sewer	01/27/2026	5000+/- Gals Sodium Hypochlorite 12,5% (bleach)	413-52113-322 - Water Plant - Chemical	8,739.50
<u>18017 - Brown Construction Consolidated Inc</u>						<b>2,500.00</b>
2604856	6883	Water/Sewer	01/27/2026	3098 Smoky Bluff Trail - road bore	413-52114-338 - Water Distribution - Parts for Water/Sewer Lines	2,500.00
<u>02289 - Bullfish Of Pigeon Forge LLC</u>						<b>4,155.20</b>
2604542	35372970	LeConte Center	01/27/2026	Coffee & cinnamon rolls for STS Jan 17	435-47215-287 - LeConte Center - Meals And Entertainment	80.00
2604768	35372941	General Fund	01/27/2026	Catering for Wilderness Wildlife 2026	110-47211-239 - Special Events - Other Publicity	4,075.20
<u>02925 - Cannon &amp; Cannon, Inc.</u>						<b>39,161.25</b>
2604907	50405	Water/Sewer	01/27/2026	Waldens Creek tank & pump station improvements	413-52317-254 - Admin. & General - Architectural	18,440.00
2604992	50393	Water/Sewer	01/27/2026	Signal upgrades 25-26 invoice 50393	110-41990-254 - Other General Govt. - Architectural	11,531.25
2605001	50500	Water/Sewer	01/27/2026	Sewer force main realignment Middle Ck lift statio	413-52317-254 - Admin. & General - Architectural	5,440.00
2605004	50501	Water/Sewer	01/27/2026	Old Mill St & Butler St sewer improvements	413-52317-254 - Admin. & General - Architectural	3,750.00
<u>20399 - Cass-TN Inc</u>						<b>6,454.73</b>
2604924	3634	General Fund	01/27/2026	To Replace PO#2602530 & PO#2603056. Pymt Reversed	110-44410-269 - Community Center - Maint. - Other	1,478.69
	3635	General Fund	01/27/2026	To Replace PO#2602530 & PO#2603056. Pymt Reversed	110-44410-322 - Community Center - Chemical	4,976.04
<u>16992 - Chesapeake Bay Subs LLC</u>						<b>258.30</b>
2605029	01-001258-01-407634	General Fund	01/27/2026	January Department Head Meeting Lunch 1/22/2026	110-41990-287 - Other General Govt. - Meals And Entertainment	258.30
<u>03265 - Cintas Corporation No. 2.</u>						<b>204.82</b>
2604551	5310781002	General Fund	01/27/2026	First Aid Supplies	110-44710-322 - Parks Maintenance - Chemical	119.02
2604701	5311820506	General Fund	01/27/2026	Routine eyewash inspection	110-43170-269 - Fleet Maintenance - Maint. - Other	21.45
2604786	5311820508	Water/Sewer	01/27/2026	January 2026 prev. maint. eyewash stations	413-52113-269 - Water Plant - Maint. - Other	64.35
<u>18035 - Citizens National Bank</u>						<b>904.55</b>
2602637	Jen Smith hotel TNSAE f	LeConte Center	01/27/2026	Jen Smith hotel TNSAE Franklin Tn Dec 10, 2025	435-47215-280 - LeConte Center - Travel	185.48
2604208	LUNCH - PF WINTERFES	General Fund	01/27/2026	LUNCH - PF WINTERFEST FAM - 12/10/25	110-47210-237 - Tourism - Advertising	212.75
2604498	registration for cross con	Water/Sewer	01/27/2026	registration for cross connection renewal	413-52114-148 - Water Distribution - Emp. Education & Training	225.00
2604627	DINNER - TUESDAY, DEC	General Fund	01/27/2026	DINNER - TUESDAY, DECEMBER 30, 2026	110-47210-239 - Tourism - Other Publicity	118.60

**Receipt Register - Abridged**

**POPKT05809 - 2026 1-27 CC**

Vendor							Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account		Item Amount
<u>18035 - Citizens National Bank</u>							<b>904.55</b>
2604781	DINNER AT PIRATE'S VO	General Fund	01/27/2026	DINNER AT PIRATE'S VOYAGE - DECEMBER 10, 2025	110-47210-237 - Tourism - Advertising		162.72
<u>02960 - City of Pigeon Forge General Fund</u>							<b>208,922.24</b>
2604780	EDA Grant Funding Allo	General Fund	01/27/2026	EDA Grant Funding Allocations 2026	110-80000-922 - Grants - Traffic Signal		208,922.24
<u>21539 - CivicPlus LLC</u>							<b>8,987.00</b>
2602781	361207	General Fund	01/27/2026	Update City's Website/Agenda Mgmt System	110-41500-269 - City Admin./Finance - Maint. - Other		8,987.00
<u>21119 - Coca Cola Consolidated Inc</u>							<b>703.37</b>
2604939	50659611010	General Fund	01/27/2026	Drinks for Resale in Bowling Center	110-44410-350 - Community Center - Items For Resale		703.37
<u>17370 - Colby Fugate McLemore Jr</u>							<b>1,500.00</b>
2601603	2028	General Fund	01/27/2026	Coordinator for Photo Contest-WWW2026	110-47211-239 - Special Events - Other Publicity		1,500.00
<u>02782 - Craig's Firearm Supply</u>							<b>1,434.00</b>
2602220	51825	General Fund	01/27/2026	Rifle Sight TRU	110-42100-327 - Police - Fire Arm Supplies		1,434.00
<u>21189 - D &amp; S Retainage Account</u>							<b>73,507.81</b>
2604975	Retainage Pay AP #10 P	General Fund	01/27/2026	Retainage Pay AP #10 Police Stationary Bldg	110-41990-964 - Other General Govt. - Police Station		30,782.61
2604977	Retainage Pay AP #17 P	General Fund	01/27/2026	Retainage Pay AP #17 Police Station	110-41990-964 - Other General Govt. - Police Station		42,725.20
<u>21268 - David Keith Hanley</u>							<b>1,980.00</b>
2603196	041	General Fund	01/27/2026	Hanley - Evertch Temp IT Staffing Services"	110-41640-200 - Information Technology - Contractual Services		1,980.00
<u>04144 - Demco, Inc.</u>							<b>168.05</b>
2604553	7747484	General Fund	01/27/2026	Book Bags, labels	110-44810-236 - Library - Public Relation		127.26
				Book Bags, labels	110-44810-310 - Library - Office Supplies		40.79
<u>21706 - Derek Cress</u>							<b>1,500.00</b>
2604738	2604738	General Fund	01/27/2026	WILDERNESS WILDLIFE PHOTOGRAPHY/VIDEO	110-47211-237 - Special Events - Advertising		1,500.00
<u>17520 - Douglas Felton Hubbard</u>							<b>1,100.00</b>
2602056	2602056	General Fund	01/27/2026	Asst. Dir. of Photography Wilderness Wildlife 2026	110-47211-239 - Special Events - Other Publicity		1,100.00
<u>17021 - Federal Express Corporation</u>							<b>2,888.74</b>
2604633	9-131-13663 Police	General Fund	01/27/2026	Shipping Charges December 2025	110-42100-211 - Police - Postage		96.70
2604678	9-131-13663 Fire	General Fund	01/27/2026	Fed Ex Postage	110-42200-211 - Fire - Postage		32.33
2604690	9-106-35965	General Fund	01/21/2026	SHIPPING CHARGES	110-47210-211 - Tourism - Postage		168.07
	9-115-25673	General Fund	01/27/2026	SHIPPING CHARGES	110-47210-211 - Tourism - Postage		42.62
	9-123-71569	General Fund	01/27/2026	SHIPPING CHARGES	110-47210-211 - Tourism - Postage		696.13
2604806	9-131-13663	General Fund	01/27/2026	SHIPPING CHARGES	110-47210-211 - Tourism - Postage		1,812.53

**Receipt Register - Abridged**

**POPKT05809 - 2026 1-27 CC**

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
<u>17021 - Federal Express Corporation</u>						<b>2,888.74</b>
2605010	2-481-27514	General Fund	01/27/2026	SHIPPING CHARGES	110-47210-211 - Tourism - Postage	40.36
<u>05189 - Fisher Auto Parts</u>						<b>1,230.16</b>
2604086	392-508387	General Fund	01/27/2026	STOCK ORDER	110-14130 - Inventory Of Material	948.21
2604331	392-508624	General Fund	01/27/2026	MARKER LIGHTS FOR STOCK	110-14130 - Inventory Of Material	281.95
<u>20708 - Fittech LLC</u>						<b>179.00</b>
2604631	10894	General Fund	01/27/2026	Diagnostic Repair Service Charge	110-42100-269 - Police - Maint. - Other	179.00
<u>20642 - FleetGenius of NC Inc</u>						<b>20,084.00</b>
2603525	NC139900	Sanitation	01/27/2026	truck load of dumpsters	123-43230-350 - Sanitation - Items For Resale	9,766.00
2604235	NC139913	Sanitation	01/27/2026	truck loac of bear resistant dumpsters	123-43230-350 - Sanitation - Items For Resale	10,318.00
<u>05648 - French's Shoes &amp; Boots</u>						<b>127.99</b>
2601534	416639	Water/Sewer	01/27/2026	Employee Boots	413-52114-326 - Water Distribution - Clothing And Uniforms	127.99
<u>17649 - Gator-Made Inc</u>						<b>1,265.44</b>
2603741	456	General Fund	01/27/2026	Parts to repair 167EQ	110-14130 - Inventory Of Material	1,265.44
<u>20350 - Goose Creek Boutique LLC</u>						<b>69.00</b>
2604075	8914	General Fund	01/27/2026	Extra Shirts Not Put On First Quote	110-47211-239 - Special Events - Other Publicity	69.00
<u>21692 - Gray Local Media Inc</u>						<b>3,200.00</b>
2604791	WEATHER CAM SPONSC	General Fund	01/27/2026	WEATHER CAM SPONSORSHIP-DECEMBER 2025	110-47210-237 - Tourism - Advertising	3,200.00
<u>05755 - Gresham Smith</u>						<b>5,107.21</b>
2604906	0811375	General Fund	01/27/2026	A & E Services - Walden's Creek Greenway Phase 1	110-44710-259 - Parks Maintenance - Other Prof. Services	5,107.21
<u>21705 - H6 Tactical Inc</u>						<b>5,522.76</b>
2604316	UWQ3HC1X-0001	General Fund	01/27/2026	Radio Straps for firefighters	110-42200-945 - Fire - Communication Equipment	5,522.76
<u>07202 - HiColor Graphics LLC</u>						<b>2,761.56</b>
2602854	30338	General Fund	01/27/2026	Bear Hunt Passports for Wilderness Wildlife 2026	110-47211-220 - Special Events - Printing	226.69
2603440	30009	General Fund	01/27/2026	CONCRETE STICKERS FOR WALKING TRAIL	110-47211-239 - Special Events - Other Publicity	2,243.41
2604563	30466	LeConte Center	01/27/2026	Reserved seat labels for Strength to Stand January	435-47215-220 - LeConte Center - Printing	291.46
<u>17855 - Hillbilly's Cabin Restaurant</u>						<b>1,575.00</b>
2604390	9001	General Fund	01/27/2026	WSSC Basic Training Meals for Tyson McFall	110-42100-287 - Police - Meals And Entertainment	1,575.00
<u>20002 - Home Depot Credit Services</u>						<b>917.68</b>
2604282	H0739-354651	LeConte Center	01/27/2026	hose reel/hose/and nozzle for housekeeping	435-47215-329 - LeConte Center - Other Operating Supplies	312.90
2604890	H0739-358884	Water/Sewer	01/27/2026	Shovels & misc fittings	413-52114-338 - Water Distribution - Parts for Water/Sewer Lines	215.04

**Receipt Register - Abridged**

**POPKT05809 - 2026 1-27 CC**

Vendor	Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Vendor Amount Item Amount
<u>20002 - Home Depot Credit Services</u>							<b>917.68</b>
	2604890	H0739-358884	Water/Sewer	01/27/2026	Shovels & misc fittings	413-52114-345 - Water Distribution - Machinery	389.74
<u>21111 - Howard Industries, Inc.</u>							<b>54,377.00</b>
	2602502	5510042025	General Fund	01/27/2026	LU Duo Turn-Key System-PFIS	110-21535 - Pigeon Forge Schools Payable	54,377.00
<u>07290 - Ingram Library Services LLC</u>							<b>409.71</b>
	2604262	93673761	General Fund	01/27/2026	26 Books plus S/H TBD	110-44810-222 - Library - Books	409.71
<u>07421 - Inspiration Window Coverings</u>							<b>1,845.00</b>
	2603420	12436	General Fund	01/27/2026	Window Treatments PFPS Per Estimate 20326429	110-21535 - Pigeon Forge Schools Payable	1,845.00
<u>07270 - International Assoc of Fire Chiefs Inc</u>							<b>255.00</b>
	2604794	000295495	General Fund	01/27/2026	IAFC Membership for Charles Powers	110-42200-235 - Fire - Memberships	255.00
<u>07299 - International Fire Protection</u>							<b>1,200.00</b>
	2604167	1041-F185801 Balance	General Fund	01/27/2026	install cell dialer for fire alarm @ station #2	110-41840-266 - Bldg. Maintenance - Maint. - Buildings	1,200.00
<u>20801 - Intoximeters Inc</u>							<b>713.00</b>
	2604870	806102	General Fund	01/27/2026	Sotoxa Test Kit	110-42100-345 - Police - Machinery	713.00
<u>14467 - J &amp; N Enterprises, Inc.</u>							<b>400.00</b>
	2603582	SPI-1016695	General Fund	01/27/2026	Level One Service Training Video	110-42200-148 - Fire - Emp. Education & Training	400.00
<u>16945 - James Bohanan</u>							<b>660.00</b>
	2603514	Uniforms for PT Lifeguard	General Fund	01/27/2026	Uniforms for PT Lifeguards	110-44410-326 - Community Center - Clothing And Uniforms	540.00
	2604636	T-Shirts for Swim Challenge	General Fund	01/27/2026	T-Shirts for Swim Challenge Finishers	110-44410-325 - Community Center - Recreation Supplies	120.00
<u>21433 - Jennifer Smith</u>							<b>256.00</b>
	2604554	MIE for Jen Smith attending	LeConte Center	01/27/2026	MIE for Jen Smith attending RCMA Lexington, KY	435-47215-287 - LeConte Center - Meals And Entertainment	256.00
<u>08081 - Jones &amp; Bartlett Learning, LLC</u>							<b>312.81</b>
	2604845	1244327	General Fund	01/27/2026	NVE AEMT 4 Edition Advanced Emergency Care Books	110-42200-148 - Fire - Emp. Education & Training	312.81
<u>08301 - Keep Sevier Beautiful</u>							<b>100.00</b>
	2604723	Keep Sevier Beautiful Annual	General Fund	01/27/2026	Keep Sevier Beautiful Annual Fees	110-44710-235 - Parks Maintenance - Memberships	100.00
<u>17616 - Kronos SaaS, Inc</u>							<b>5,485.34</b>
	2604750	110080039246 LC	LeConte Center	01/27/2026	UKG Kronos - 1/8/26	435-47215-269 - LeConte Center - Maint. - Other	132.90
		110080039246 S/W	Sanitation	01/27/2026	UKG Kronos - 1/8/26	123-43230-269 - Sanitation - Maint. - Other	181.23
		110080039246 W/S	Water/Sewer	01/27/2026	UKG Kronos - 1/8/26	413-52113-269 - Water Plant - Maint. - Other	132.90
					UKG Kronos - 1/8/26	413-52114-269 - Water Distribution - Maint. - Other	241.64
		110080039246	General Fund	01/27/2026	UKG Kronos - 1/8/26	110-41500-269 - City Admin./Finance - Maint. - Other	217.48

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POPKT05809 - 2026 1-27 CC

Vendor							Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account		Item Amount
<u>17616 - Kronos SaaShr, Inc</u>							<b>5,485.34</b>
2604750	110080039246	General Fund	01/27/2026	UKG Kronos - 1/8/26	110-41640-269 - Information Technology - Maint. - Other		48.33
				UKG Kronos - 1/8/26	110-41840-269 - Bldg. Maintenance - Maint. - Other		157.07
				UKG Kronos - 1/8/26	110-42100-269 - Police - Maint. - Other		1,135.73
				UKG Kronos - 1/8/26	110-42200-269 - Fire - Maint. - Other		664.52
				UKG Kronos - 1/8/26	110-42400-269 - Public Works - Maint. - Other		84.59
				UKG Kronos - 1/8/26	110-43100-269 - Street - Maint. - Other		326.22
				UKG Kronos - 1/8/26	110-43170-269 - Fleet Maintenance - Maint. - Other		144.99
				UKG Kronos - 1/8/26	110-43500-269 - Mass Transit - Maint. - Other		737.02
				UKG Kronos - 1/8/26	110-44410-269 - Community Center - Maint. - Other		688.69
				UKG Kronos - 1/8/26	110-44710-269 - Parks Maintenance - Maint. - Other		217.48
				UKG Kronos - 1/8/26	110-44810-269 - Library - Maint. - Other		120.82
				UKG Kronos - 1/8/26	110-47210-269 - Tourism - Maint. - Other		144.99
				UKG Kronos - 1/8/26	110-47211-269 - Special Events - Maint. - Other		60.41
				UKG Kronos - 1/8/26	110-47212-269 - Community Development - Maint. - Other		48.33
<u>08809 - LabtronX, Inc.</u>							<b>1,428.24</b>
2604901	34724	Water/Sewer	01/27/2026	Quarterly LabtronX calibrations	413-52113-269 - Water Plant - Maint. - Other		1,428.24
<u>09224 - Lamar Dunn &amp; Associates, Inc.</u>							<b>51,436.25</b>
2604909	PGF203 - PGF203-37	Water/Sewer	01/27/2026	Reuse storage tank, booster station & 12" line	413-52211-900 - Sewer Collection (Lines) - Capital Outlay		7,617.50
2604912	PGF301 - 29	Water/Sewer	01/27/2026	Raw water intake & transmission main project	413-52317-915 - Douglas Lake Project		34,691.25
2604913	PGF412 - PGF412-21 W,	Water/Sewer	01/27/2026	Asset Management Plan Development inv # PGF412-21	413-52317-254 - Admin. & General - Architectural		1,563.75
2604915	PGF412-PGF412-21	General Fund	01/27/2026	Asset Management Plan Development inv # PGF412-21	110-41990-254 - Other General Govt. - Architectural		1,563.75
2604916	PGF502 - 1	Water/Sewer	01/27/2026	Design for utilities along Westside Connector	413-52317-979 - WS Admin Westside Connector		6,000.00
<u>20562 - Lawson Products Inc</u>							<b>1,098.79</b>
2604417	9313091770	General Fund	01/27/2026	Shop supply stock	110-43170-329 - Fleet Maintenance - Other Operating Supplies		863.56
2604418	9313091072	General Fund	01/27/2026	Lawson Stock order	110-14130 - Inventory Of Material		235.23
<u>09165 - LeConte Medical Center</u>							<b>488.00</b>
2604839	DECEMBER 2025	General Fund	01/27/2026	Event Medicine Coverage for Leconte Center	110-42200-200 - Fire - Contractual Services		488.00
<u>09212 - Librarica LLC</u>							<b>372.75</b>
2604887	204460-112R	General Fund	01/27/2026	Support/Updates Renewal: CASSIE; 15 PAC	110-44810-269 - Library - Maint. - Other		372.75
<u>20528 - Life-Assist Inc</u>							<b>1,716.13</b>
2604655	2047508	General Fund	01/27/2026	Medical Supplies for Station 1	110-42200-322 - Fire - Chemical		1,598.95
	2407916	General Fund	01/27/2026	Medical Supplies for Station 1	110-42200-322 - Fire - Chemical		31.68
2604732	1646060	General Fund	01/27/2026	Racpinephrine Inh Solution 2.25% .5ml	110-42200-322 - Fire - Chemical		85.50
<u>10438 - Majority Opinion Research</u>							<b>16,500.00</b>
2604943	25-1041H	General Fund	01/27/2026	MARKETING RESEARCH	110-47210-237 - Tourism - Advertising		13,750.00

**Receipt Register - Abridged**

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<u>10438 - Majority Opinion Research</u>							<b>16,500.00</b>
	2604943	25-10542H	General Fund	01/27/2026	MARKETING RESEARCH	110-47210-237 - Tourism - Advertising	2,750.00
<u>21575 - Mersino Dewatering LLC</u>							<b>2,791.00</b>
	2604613	146362	Water/Sewer	01/27/2026	Pump Rental for Waldens Creek Intake (critical)	413-52113-533 - Water Plant - Equipment Rental	2,791.00
<u>09305 - Metro Communications LLC</u>							<b>650.00</b>
	2604036	189582	General Fund	01/27/2026	Radios for Wilderness Wildlife Week 2026	110-47211-239 - Special Events - Other Publicity	650.00
<u>06278 - Michael D Gwinn</u>							<b>129.00</b>
	2604959	PER DIEM - TN MOTOR	General Fund	01/27/2026	PER DIEM - TN MOTOR COACH - 1/25 - 1/28/26	110-47210-287 - Tourism - Meals And Entertainment	129.00
<u>20517 - Michael R Schentrup</u>							<b>325.00</b>
	2604600	2025S-211	General Fund	01/27/2026	2 Day Adv. Interview/Interrogation Jan 14-15,2026	110-42100-148 - Police - Emp. Education & Training	325.00
<u>09814 - Mid-South Bus Center, Inc.</u>							<b>301.08</b>
	2602824	X710000582 01	General Fund	01/27/2026	AC MANIFOLD KIT TRLY 912	110-14130 - Inventory Of Material	301.08
<u>10484 - Mike Moore Co., LLC</u>							<b>1,205.00</b>
	2604559	31235	General Fund	01/27/2026	Fire Extinguishers (New Vehicles)	110-42100-345 - Police - Machinery	1,205.00
<u>21454 - Miovision Technologies US LLC</u>							<b>44,173.20</b>
	2604752	108184	General Fund	01/27/2026	Traffic Preemption Yearly Subscription	110-42200-269 - Fire - Maint. - Other	44,173.20
<u>21201 - Morris &amp; McDaniel Inc</u>							<b>75.00</b>
	2604603	26.858	General Fund	01/27/2026	New Hire Testing for 3 new hires	110-42200-259 - Fire - Other Prof. Services	75.00
<u>09982 - Municipal Emergency Services</u>							<b>2,349.48</b>
	2604343	IN2412645	General Fund	01/27/2026	9" Thin Kerf Diamond Blade Segmented	110-42200-329 - Fire - Other Operating Supplies	152.48
	2604344	IN2412814	General Fund	01/27/2026	40 v max XGT 9" Power Cutter Kit	110-42200-345 - Fire - Machinery	2,197.00
<u>10584 - NAFECO</u>							<b>25,403.37</b>
	2601090	1389474	General Fund	01/27/2026	C Shift Uniform	110-42200-326 - Fire - Clothing And Uniforms	1,382.00
	2601836	1391327	General Fund	01/27/2026	Outter wear for B Shift Firefighters	110-42200-326 - Fire - Clothing And Uniforms	1,531.00
	2601865	1392899	General Fund	01/27/2026	Firefighters Shorts for all Firefighters	110-42200-326 - Fire - Clothing And Uniforms	1,841.00
	2602333	1384681	General Fund	01/27/2026	Uniforms for new Hire Chase Rowars	110-42200-326 - Fire - Clothing And Uniforms	935.00
	2603348	1392579	General Fund	01/27/2026	Emily Wood Uniform	110-42200-326 - Fire - Clothing And Uniforms	144.50
	2603385	1392371	General Fund	01/27/2026	Uniforms for Josh Carr	110-42200-326 - Fire - Clothing And Uniforms	682.00
	2603575	1385864	General Fund	01/27/2026	Belts for Firefighters	110-42200-326 - Fire - Clothing And Uniforms	745.00
	2604084	1390264	General Fund	01/27/2026	Turnout Gear Repair Eryn Aubuchon	110-42200-269 - Fire - Maint. - Other	212.00
	2604134	1387172	General Fund	01/27/2026	Firefighter Boots and other Equipment	110-42200-344 - Fire - Safety Supplies	9,395.00
					Firefighter Boots and other Equipment	110-42200-345 - Fire - Machinery	364.00
		1388323	General Fund	01/27/2026	Firefighter Boots and other Equipment	110-42200-344 - Fire - Safety Supplies	4,030.39

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<u>10584 - NAFECO</u>						<b>25,403.37</b>
2604134	1388323	General Fund	01/27/2026	Firefighter Boots and other Equipment	110-42200-345 - Fire - Machinery	104.00
	13888198	General Fund	01/27/2026	Firefighter Boots and other Equipment	110-42200-345 - Fire - Machinery	645.90
	1390290	General Fund	01/27/2026	Firefighter Boots and other Equipment	110-42200-344 - Fire - Safety Supplies	375.00
	1390526	General Fund	01/27/2026	Firefighter Boots and other Equipment	110-42200-344 - Fire - Safety Supplies	2,600.82
	1391419	General Fund	01/27/2026	Firefighter Boots and other Equipment	110-42200-344 - Fire - Safety Supplies	415.76
<u>10668 - National Fire Protection Association</u>						<b>1,299.99</b>
2604715	1422	General Fund	01/27/2026	NFPA Link 1 year subscription	110-42200-235 - Fire - Memberships	1,299.99
<u>21729 - National Information Officers Association</u>						<b>90.00</b>
2604819	1070	General Fund	01/27/2026	2026 Membership Craig Cruise	110-41500-235 - City Admin./Finance - Memberships	90.00
<u>21621 - Office Enterprises Inc.</u>						<b>47.50</b>
2604524	73533	General Fund	01/27/2026	Sure Seal-City Hall Postage Machine	110-41500-310 - City Admin./Finance - Office Supplies	47.50
<u>20670 - Omni Distribution Inc</u>						<b>225.00</b>
2604599	34887	General Fund	01/27/2026	Mag Steel Padlocks for Explosive Safe	110-42100-345 - Police - Machinery	225.00
<u>17731 - Orange142 LLC</u>						<b>474,166.67</b>
2604682	Inv-O-6105	General Fund	01/27/2026	INTERNET/ MARKETING	110-47210-237 - Tourism - Advertising	5,000.00
	Inv-O-6106	General Fund	01/27/2026	INTERNET/ MARKETING	110-47210-237 - Tourism - Advertising	59,583.34
	Inv-O-6107	General Fund	01/27/2026	INTERNET/ MARKETING	110-47210-237 - Tourism - Advertising	157,500.00
	Inv-O-6108 LC	LeConte Center	01/27/2026	INTERNET/ MARKETING	110-47210-237 - Tourism - Advertising	15,000.00
	Inv-O-6109	General Fund	01/27/2026	INTERNET/ MARKETING	110-47210-237 - Tourism - Advertising	19,583.33
	Inv-O-6110	General Fund	01/27/2026	INTERNET/ MARKETING	110-47210-292 - Tourism - Online Programs	37,500.00
	Inv-O-6111	General Fund	01/27/2026	INTERNET/ MARKETING	110-47210-237 - Tourism - Advertising	180,000.00
<u>11189 - OverDrive, Inc.</u>						<b>1,084.13</b>
2604813	01068CO26010923	General Fund	01/27/2026	24 eBooks, 2 eAudiobooks	110-44810-222 - Library - Books	1,084.13
<u>11936 - Perfect Fit Image Apparel</u>						<b>441.00</b>
2601494	2601494	General Fund	01/27/2026	employee uniforms	110-44710-326 - Parks Maintenance - Clothing And Uniforms	108.00
2604460	613601	General Fund	01/27/2026	Uniforms	110-43500-326 - Mass Transit - Clothing And Uniforms	333.00
<u>11365 - PFHA, Inc.</u>						<b>100.00</b>
2604687	INV-2658	General Fund	01/27/2026	PFHTA LUNCHEON - JANUARY 15, 2026	110-47210-287 - Tourism - Meals And Entertainment	100.00
<u>18201 - Pigeon Forge Junior High School</u>						<b>16,285.01</b>
2604777	Misc Reimbursement P	General Fund	01/27/2026	Misc Reimbursement PFJHS 1-9 Request	110-21535 - Pigeon Forge Schools Payable	16,285.01
<u>11207 - Pigeon Forge Primary School</u>						<b>9,237.26</b>
2604775	Misc Reimbursement PF	General Fund	01/27/2026	Misc Reimbursement PFPS 1-7-25 Request	110-21535 - Pigeon Forge Schools Payable	3,044.68

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						<b>Vendor Amount</b>
<b>Vendor</b>						<b>Item Amount</b>
<b>Purchase Order</b>	<b>Invoice</b>	<b>Bank Code</b>	<b>Post Date</b>	<b>Description:</b>	<b>Account</b>	
<u>11207 - Pigeon Forge Primary School</u>						<b>9,237.26</b>
2604779	Misc Reimbursement PF	General Fund	01/27/2026	Misc Reimbursement PFPS 1-6-26 Request	110-21535 - Pigeon Forge Schools Payable	6,192.58
<u>11227 - Pittsburg Paint</u>						<b>26.23</b>
2603942	929820006995	Sanitation	01/27/2026	Paint to fix Trolley Shelter from Incident	123-43230-269 - Sanitation - Maint. - Other	26.23
<u>11316 - Progression Electric</u>						<b>23,717.00</b>
2602678	19371	General Fund	01/27/2026	Landing Pad Electrical	110-44710-930 - Parks Maintenance - Non Bldg Improv.	23,717.00
<u>18064 - Quadient Leasing USA Inc</u>						<b>880.68</b>
2604958	Q2181382	General Fund	01/27/2026	Postage Machine City Hall 2-12-26 to 5-11-26	110-41500-533 - City Admin./Finance - Equipment Rental	880.68
<u>01270 - Ray Allen Manufacturing, LLC</u>						<b>1,446.92</b>
2604669	RINV476020	Drug Fund	01/27/2026	K-9 Equipment	127-42100-329 - Police - Other Operating Supplies	1,446.92
<u>20038 - Reagan's Country Candy Kitchen Inc</u>						<b>184.50</b>
2604778	CANDY FOR PROMOTIO	General Fund	01/27/2026	CANDY FOR PROMOTIONAL GIVE AWAY	110-47210-239 - Tourism - Other Publicity	184.50
<u>21181 - Refuse Supply</u>						<b>1,141.45</b>
2604771	K13945	General Fund	01/27/2026	Arm Lift cylinder RH unit 217A + estimated shipp	110-14130 - Inventory Of Material	1,141.45
<u>21025 - Robert A Davis</u>						<b>1,396,648.49</b>
2604976	Pay AP #10 Police Statio	General Fund	01/27/2026	Pay AP #10 Police Station Accessory Bldg	110-41990-964 - Other General Govt. - Police Station	584,869.52
2604979	Pay AP #17 Police Statio	General Fund	01/27/2026	Pay AP #17 Police Station Period To 12-31-25	110-41990-964 - Other General Govt. - Police Station	811,778.97
<u>17541 - Robert J Young Company LLC</u>						<b>6,435.01</b>
2604734	INV7865636	General Fund	01/27/2026	RJYoung INV7865636 - 1/8/26	110-43500-269 - Mass Transit - Maint. - Other	57.04
2604855	INV7866830	General Fund	01/27/2026	RJYoung INV7866830 - 1/9/26	110-41500-269 - City Admin./Finance - Maint. - Other	53.88
				RJYoung INV7866830 - 1/9/26	110-42100-269 - Police - Maint. - Other	86.91
				RJYoung INV7866830 - 1/9/26	110-44410-269 - Community Center - Maint. - Other	33.09
2604860	INV7868695	General Fund	01/27/2026	RJYoung INV7868695 - 1/12/26	110-47211-269 - Special Events - Maint. - Other	629.38
2604863	INV7871874	Water/Sewer	01/27/2026	RJYoung INV7871874 - 1/13/26	413-52113-269 - Water Plant - Maint. - Other	80.00
2604961	NV7762804	General Fund	01/27/2026	RJYoung INV7762804 - 10/29/25	110-41500-269 - City Admin./Finance - Maint. - Other	1,288.56
				RJYoung INV7762804 - 10/29/25	110-42100-269 - Police - Maint. - Other	465.87
				RJYoung INV7762804 - 10/29/25	110-42200-269 - Fire - Maint. - Other	568.78
				RJYoung INV7762804 - 10/29/25	110-42400-269 - Public Works - Maint. - Other	239.80
				RJYoung INV7762804 - 10/29/25	110-44410-269 - Community Center - Maint. - Other	442.87
				RJYoung INV7762804 - 10/29/25	110-44810-269 - Library - Maint. - Other	371.79
				RJYoung INV7762804 - 10/29/25	110-47210-269 - Tourism - Maint. - Other	1,320.12
2604965	INV7790680	General Fund	01/27/2026	RJYoung INV7790680 - 11/17/25	110-44410-269 - Community Center - Maint. - Other	169.95
2604966	INV7791408	General Fund	01/27/2026	RJYoung INV7791408 - 11/17/25	110-43170-269 - Fleet Maintenance - Maint. - Other	57.04
2604968	INV7791586	General Fund	01/27/2026	RJYoung INV7791586 - 11/17/25	110-43500-269 - Mass Transit - Maint. - Other	38.00
2604969	INV7836919	General Fund	01/27/2026	RJYoung INV7836919 - 12/17/25	110-43170-269 - Fleet Maintenance - Maint. - Other	57.04

**Receipt Register - Abridged**

**POPKT05809 - 2026 1-27 CC**

						<b>Vendor Amount</b>
<b>Vendor</b>						<b>Item Amount</b>
<b>Purchase Order</b>	<b>Invoice</b>	<b>Bank Code</b>	<b>Post Date</b>	<b>Description:</b>	<b>Account</b>	
<u>17541 - Robert J Young Company LLC</u>						<b>6,435.01</b>
2604970	INV7838981	General Fund	01/27/2026	RJYoung INV7838981 - 12/18/25	110-43500-269 - Mass Transit - Maint. - Other	38.00
2604971	INV7841040	General Fund	01/27/2026	RJYoung INV7841040 - 12/19/25	110-42100-269 - Police - Maint. - Other	228.94
2604972	INV7875135	General Fund	01/27/2026	RJYoung INV7875135 - 1/15/26	110-43500-269 - Mass Transit - Maint. - Other	38.00
2604973	INV7875011	General Fund	01/27/2026	RJYoung INV7875011 - 1/15/26	110-44410-269 - Community Center - Maint. - Other	169.95
 <u>12075 - Rogers Petroleum</u>						 <b>34,908.85</b>
2604545	RP10029771	General Fund	01/27/2026	GAS FOR BULK TANK	110-14130 - Inventory Of Material	17,360.16
2604821	RP10032193	General Fund	01/27/2026	Bulk Fuels for fueling station	110-14130 - Inventory Of Material	17,548.69
 <u>20797 - Ross/Fowler PC</u>						 <b>32,067.50</b>
2604894	22021-08	General Fund	01/27/2026	A & E Services - Patriot Park	110-44710-259 - Parks Maintenance - Other Prof. Services	23,750.00
2604955	25015	General Fund	01/27/2026	A & E Services - Tennis Pavilion Restrooms	110-44710-259 - Parks Maintenance - Other Prof. Services	8,317.50
 <u>21557 - Sam Houston Memorial Association</u>						 <b>51.00</b>
2604799	Fee for Sam Houston Sc	General Fund	01/27/2026	Fee for Sam Houston School WWW 2026	110-47211-239 - Special Events - Other Publicity	51.00
 <u>13713 - Sevier County Clerk</u>						 <b>20.50</b>
2604867	Tags Unit 709	General Fund	01/27/2026	Registration Unit 709 (New Vehicle)	110-42100-213 - Police - Vehicle Reg.	20.50
 <u>12940 - Sevier County Economic</u>						 <b>5,000.00</b>
2604776	292	General Fund	01/27/2026	FY 2025-2026	110-41100-700 - Legislative - Grants	5,000.00
 <u>17399 - Sevier County Partners In Progress Education Foundation</u>						 <b>20,000.00</b>
2604874	581	General Fund	01/27/2026	FY 2025-2026 Appropriations	110-41100-700 - Legislative - Grants	20,000.00
 <u>12918 - Sheila D Stewart</u>						 <b>79,971.25</b>
2603076	2030-3080	General Fund	01/27/2026	Foreverlawn SportsGrass Edge Lite Per Sourewell	110-21535 - Pigeon Forge Schools Payable	79,971.25
 <u>13034 - Sign Master, Inc.</u>						 <b>66.56</b>
2604708	52429	LeConte Center	01/27/2026	Name badges for 4 new housekeeping employees	435-47215-326 - LeConte Center - Clothing And Uniforms	66.56
 <u>13289 - Smith Seckman Reid, Inc.</u>						 <b>10,627.89</b>
2604882	454994	Water/Sewer	01/27/2026	WTP intake & filter invoice 454994	413-52317-254 - Admin. & General - Architectural	10,627.89
 <u>21686 - Solution Tree Inc</u>						 <b>14,200.00</b>
2603562	S335598	General Fund	01/27/2026	Professional Development-PFIS Per Quote QS136113	110-21535 - Pigeon Forge Schools Payable	14,200.00
 <u>20650 - Staples Inc</u>						 <b>453.72</b>
2604830	47372858	General Fund	01/27/2026	12 Boxes Copy Paper	110-41500-310 - City Admin./Finance - Office Supplies	453.72
 <u>12963 - Stowers Machinery Corp.</u>						 <b>381.42</b>
2604897	0525188	LeConte Center	01/27/2026	repaired hydraulic line Oring on large scissor	435-47215-269 - LeConte Center - Maint. - Other	381.42

**Receipt Register - Abridged**

**POPKT05809 - 2026 1-27 CC**

Vendor	Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Vendor Amount Item Amount
<u>12963 - Stowers Machinery Corp.</u>							<b>381.42</b>
<u>14235 - Stowers Rents</u>							<b>586.50</b>
	2601953	INV0049351	LeConte Center	01/27/2026	Boom & scissor lifts for NQC production	435-47215-533 - LeConte Center - Equipment Rental	586.50
<u>13773 - Stringfellow, Inc.</u>							<b>6,696.15</b>
	2600905	INV3245	General Fund	01/27/2026	DEF tank assembly for unit 132 plus shipping	110-14130 - Inventory Of Material	654.00
	2604049	INV5304	General Fund	01/27/2026	VALVE SANITATION TRKS	110-14130 - Inventory Of Material	918.32
	2604187	INV5677	General Fund	01/27/2026	Brooms for Greenway Sweeper	110-44710-333 - Parks Maintenance - Equipment Parts	2,124.84
	2604222	INV5483	General Fund	01/27/2026	Pump, seals & estimated freight unit 220	110-14130 - Inventory Of Material	2,230.31
	2604330	INV5531	General Fund	01/27/2026	PARTS TK 227	110-14130 - Inventory Of Material	345.62
	2604419	INV5657	General Fund	01/27/2026	Cylinder pack parts plus possible freight unit 227	110-14130 - Inventory Of Material	423.06
<u>13470 - Student &amp; Youth Travel Assn</u>							<b>2,970.00</b>
	2604857	DUES-17725	General Fund	01/27/2026	MEMBERSHIP DUES	110-47210-235 - Tourism - Memberships	1,295.00
	2604985	SYTA-18626	General Fund	01/27/2026	REGISTRATION-WHITNEY POLEET- CONFERENCE 2026	110-47210-235 - Tourism - Memberships	1,675.00
<u>14514 - TBOA</u>							<b>75.00</b>
	2604766	2025-2026 Membership	General Fund	01/27/2026	Yearly membership to TBOA for city	110-42400-235 - Public Works - Memberships	75.00
<u>20703 - Ted Williams</u>							<b>600.00</b>
	2604487	2604487	General Fund	01/27/2026	Ted Williams-Merchandise Sales WWW 2026	110-47211-239 - Special Events - Other Publicity	600.00
<u>14795 - Telstar Propane</u>							<b>56.00</b>
	2604853	941061	General Fund	01/27/2026	Propane for heater	110-43100-335 - Street - Gas	56.00
<u>14519 - Tennessee Associated Electric LLC</u>							<b>570.00</b>
	2604254	43259	Water/Sewer	01/27/2026	Repair motor for Laurel Falls Pump Station	413-52113-269 - Water Plant - Maint. - Other	570.00
<u>21218 - Tennessee Fire Equipment &amp; Safety Supplies</u>							<b>2,664.00</b>
	2603957	68936	General Fund	01/27/2026	Nozzles for Wildland Truck	110-42200-345 - Fire - Machinery	2,664.00
<u>15319 - Tennessee Hospitality &amp; Tourism Association</u>							<b>750.00</b>
	2604861	6299	General Fund	01/27/2026	MEMBERSHIP DUES	110-47210-235 - Tourism - Memberships	750.00
<u>18138 - Terri Rochell</u>							<b>925.00</b>
	2604619	INV0049249	General Fund	01/27/2026	TN Fire Training Online Courses	110-42200-148 - Fire - Emp. Education & Training	925.00
<u>21673 - The Bohan Agency Inc</u>							<b>487,694.89</b>
	2604987	JANUARY 2026	General Fund	01/27/2026	MARKETING/ADVERTISING	110-47210-237 - Tourism - Advertising	486,385.38
					MARKETING/ADVERTISING	110-47211-239 - Special Events - Other Publicity	1,309.51

**Receipt Register - Abridged**

**POPKT05809 - 2026 1-27 CC**

<b>Vendor</b>							<b>Vendor Amount</b>
<b>Purchase Order</b>	<b>Invoice</b>	<b>Bank Code</b>	<b>Post Date</b>	<b>Description:</b>	<b>Account</b>		<b>Item Amount</b>
<u>14959 - The Thomas Group</u>							<b>19,227.40</b>
2604696	45128	General Fund	01/27/2026	TRAVEL PLANNER PROJECT MANAGEMENT	110-47210-200 - Tourism - Contractual Services		7,000.00
				TRAVEL PLANNER PROJECT MANAGEMENT	110-47210-237 - Tourism - Advertising		11,851.75
2604859	45151	General Fund	01/27/2026	2026-2027 DESTINATION PLANNER	110-47210-237 - Tourism - Advertising		337.50
2604962	45185	General Fund	01/27/2026	SHIPPING CHARGES - CARRIER NEWS	110-47210-200 - Tourism - Contractual Services		38.15
<u>17508 - Tim Webb</u>							<b>67.00</b>
2604664	4574	General Fund	01/27/2026	Business cards for Mikey Henry	110-43100-220 - Street - Printing		67.00
<u>21628 - TKO Mountings LLC</u>							<b>2,149.94</b>
2604795	3531	General Fund	01/27/2026	Equipment Defensive Tactics Room New Building	110-41990-920 - Other General Govt. - Buildings		2,149.94
<u>15048 - Truckers Lighthouse</u>							<b>211,217.60</b>
2603851	INV25900	General Fund	01/27/2026	Equipment New Vehicles	110-42100-345 - Police - Machinery		211,217.60
<u>05627 - TT Of F Murfreesboro, Inc.</u>							<b>50,565.00</b>
2600499	205279	General Fund	01/27/2026	Police SUV	110-42100-944 - Police - Vehicles		50,565.00
<u>20311 - TT of Pike LLC</u>							<b>240.84</b>
2604434	208847	General Fund	01/27/2026	License plate bracke & Air deflector 333	110-14130 - Inventory Of Material		240.84
<u>20955 - Tyler Bohanan</u>							<b>2,984.26</b>
2604405	1277	General Fund	01/27/2026	Uniforms for Full Time Firefighters	110-42200-326 - Fire - Clothing And Uniforms		291.45
2604406	1278	General Fund	01/27/2026	Additional Hoodies for Firefighters	110-42200-326 - Fire - Clothing And Uniforms		243.94
2604448	1279	General Fund	01/27/2026	T-Shirts for new Volunteers and Part Time	110-42200-326 - Fire - Clothing And Uniforms		2,448.87
<u>17641 - Tyler Technologies Inc</u>							<b>6.70</b>
2604550	025-539710	Water/Sewer	01/27/2026	Utility Billing Notifications SMS & Calls	413-52316-269 - Utility Accounting - Maint. - Other		6.70
<u>15431 - U.S. Chamber Of Commerce</u>							<b>325.00</b>
2604785	10587516	General Fund	01/27/2026	MEMBERSHIP DUES	110-47210-235 - Tourism - Memberships		325.00
<u>15423 - Uline</u>							<b>189.13</b>
2604638	202560958	LeConte Center	01/27/2026	items needed for housekeeping	435-47215-324 - LeConte Center - Janitorial Supplies		189.13
<u>15416 - Universal Concepts</u>							<b>1,680.00</b>
2603994	25-16975	General Fund	01/27/2026	Net Lights for Community Center Tree	110-44710-265 - Parks Maintenance - Maint. - Grounds		1,680.00
<u>15562 - Universal Total Lubricants Inc</u>							<b>6,878.38</b>
2604132	20059	General Fund	01/27/2026	Bulk chemicals for stock	110-14130 - Inventory Of Material		857.23
2604812	21539	General Fund	01/27/2026	Bulk Chemicals	110-14130 - Inventory Of Material		6,021.15

**Receipt Register - Abridged**

**POPKT05809 - 2026 1-27 CC**

Vendor						Vendor Amount	
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount	
<u>12913 - Zipo, Inc Ramada</u>							
2604522	Rooms for Wilderness V	General Fund	01/27/2026	Rooms for Wilderness Wildlife 2026	110-47211-239 - Special Events - Other Publicity		<b>7,136.64</b>
							7,136.64
<u>16621 - Zoll Medical Corporation</u>							
2604654	4411860	General Fund	01/27/2026	Medical Supplies	110-42200-322 - Fire - Chemical		<b>1,489.60</b>
							1,489.60
<b>Report Total:</b>							<b>3,617,187.70</b>

# Agenda Memorandum



Pigeon Forge City Commission

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Meeting Date: 1/26/2026  
Submitted by: Nathan Rowell  
Department: Police

**Item Caption:**

An ordinance to authorize using a collection agency to collect unpaid fines, court costs, fees an applicable litigation taxes owed to the City.



**Attachments:** 1



**Action Requested:** Recommend for Approval



**Financial Summary**

Budgeted Expense  
Expense Account Detail:

Unbudgeted Expense  
Expense Account Details:

Not Applicable

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**ORDINANCE NO. 2026-1190**

**AN ORDINANCE AUTHORIZING THE USE OF A COLLECTION AGENCY TO COLLECT UNPAID FINES, COURT COSTS, FEES AND APPLICABLE LITIGATION TAXES OWED TO THE CITY OF PIGEON FORGE FROM CASES IN THE PIGEON FORGE CITY COURT**

**WHEREAS**, Tennessee Code Annotated § 40-24-105(e) authorizes municipalities to employ the services of a collection agency to collect unpaid fines, court costs, fees and litigation taxes; and

**WHEREAS**, such collection agency shall only collect fines which are more than sixty (60) days overdue; and

**WHEREAS**, the City of Pigeon Forge, Tennessee shall have a written contract with the collection agency which shall conform to the provisions set forth in Tennessee Code Annotated § 40-24-105(e);

**NOW THEREFORE**, Be It Ordained by the Mayor and Board of Commissioners of the City of Pigeon Forge, Tennessee, that;

**SECTION 1.** Pursuant to Tennessee Code Annotated § 40-24-105(e), a collection agency may be employed to collect fines, court costs and applicable litigation taxes assessed by the City Court where the fines and costs have not been collected within sixty (60) days after they are due. Employment of a collection agency for these purposes shall be pursuant to written contract.

**SECTION 2.** The collection agency may be paid an amount not exceeding 40 percent of the total sums collected as consideration for collecting the fines, court costs and applicable litigation taxes.

**SECTION 3.** The written contract between the collection agency and the City shall include a provision specifying whether the agency may institute an action to collect fines, court costs and applicable litigation taxes in a judicial proceeding.

**SECTION 4.** In compliance with Tennessee Code Annotated § 40-24-105(e)(4), the collection agency shall not attempt to collect any unpaid parking tickets in violation of Tennessee Code Annotated § 6-54-513.

**SECTION 5.** This ordinance shall take effect fifteen (15) days after its final passage, the public welfare requiring it.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

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

Passed on first reading: \_\_\_\_\_

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

# Agenda Memorandum



Pigeon Forge City Commission

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Meeting Date: 1/26/2026  
Submitted by: Chief Richie Catlett  
Department: Police

**Item Caption:**

RESOLUTION NO. 2026-964

A RESOLUTION CONFIRMING THE CITY OF PIGEON FORGE'S DESIRE TO PARTICIPATE WITH THE TENNESSEE FISH AND WILDLIFE COMMISSION AND CITY OF GATLINBURG IN PROHIBITING THE FEEDING OF BLACK BEARS



**Attachments:** 2



**Action Requested:** Recommend for Approval



**Financial Summary**

Budgeted Expense  
Expense Account Detail:

Unbudgeted Expense  
Expense Account Details:

Not Applicable

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**RESOLUTION NO. 2026-964**

**A RESOLUTION CONFIRMING THE CITY OF PIGEON  
FORGE'S DESIRE TO PARTICIPATE WITH THE  
TENNESSEE FISH AND WILDLIFE COMMISSION IN  
PROHIBITING THE FEEDING OF BLACK BEARS**

**WHEREAS** the City of Pigeon Forge, Tennessee, is located in close proximity to natural habitats that support a population of black bears; and

**WHEREAS** the Tennessee Fish and Wildlife Commission has determined that the intentional and unintentional feeding of black bears, including through unsecured garbage, food waste, and other attractants, poses a significant risk to public safety, property, and the long-term welfare of black bears; and

**WHEREAS** black bears that become habituated to human food sources are more likely to exhibit aggressive or dangerous behavior, resulting in increased human-bear conflicts and the potential need for removal or euthanization of bears; and

**WHEREAS** the Tennessee Fish and Wildlife Commission is authorized under state statute to regulate activities affecting wildlife and to prohibit the feeding of wildlife when necessary for public safety and conservation purposes; and

**WHEREAS** the City of Pigeon Forge recognizes the importance of coordinating efforts between state and local governments to protect residents, visitors, and wildlife resources; and

**WHEREAS** the City of Pigeon Forge desires to affirm its support for participating with the Tennessee Fish and Wildlife Commission in enforcing prohibitions against the feeding of black bears, including practices that unintentionally provide food sources through unsecured garbage or other attractants;

**NOW, THEREFORE,** Be It Resolved by the Mayor and Board of Commissioners of the City of Pigeon Forge, Tennessee,

1. The City of Pigeon Forge hereby confirms its desire to participate with and support the Tennessee Fish and Wildlife Commission in prohibiting the feeding of black bears within the corporate limits of the City, whether such feeding is intentional or unintentional.
2. The City of Pigeon Forge specifically supports prohibitions that include, but are not limited to, the leaving of garbage, food waste, or other bear attractants in an unsecured or accessible manner that may reasonably result in the feeding of black bears.

3. The City of Pigeon Forge affirms its intent to cooperate with the Tennessee Fish and Wildlife Commission, the Tennessee Wildlife Resources Agency, and other appropriate entities in public education, enforcement coordination, and implementation efforts related to black bear attractant management.
4. The Mayor and Board of Commissioners authorize the City Manager to take such lawful and reasonable actions as may be necessary to effectuate the intent of this Resolution, including coordination with state agencies and consideration of complementary local ordinances or policies.
5. This Resolution is effective upon adoption, the welfare of the Citizens of Pigeon Forge, Tennessee requiring it.

ADOPTED this the \_\_\_\_\_ day of January, 2026.

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



January 22, 2026

Mr. David Wear  
City Manager  
City of Pigeon Forge  
3221 Rena Street  
Pigeon Forge, TN 37868

**RE: City of Pigeon Forge – 2026 USDOT BUILD Grant Writing Services,  
Parkway Corridor - Transit Improvements Project**

Dear Mr. Wear:

CDM Smith is pleased to have been selected by the City of Pigeon Forge to provide Grant Writing Services for a 2026 USDOT BUILD Grant application. This scope of work outlines the requirements for preparing a complete grant application for the **Parkway Corridor – Transit Improvements Project**.

The scope includes project coordination, data collection and analysis, development of the Benefit-Cost Analysis (BCA) and supporting spreadsheets, and preparation of the full grant application. CDM Smith will coordinate closely with the City, identify data and information needs, provide regular status updates, and request input as needed to strengthen the submission. Our team will develop a BUILD Grant application that fully aligns with the FY 2026 BUILD Notice of Funding Opportunity (NOFO) requirements. Throughout the process, our project team will work directly with the City's Grant Project Manager to ensure a well-organized, competitive grant submittal that meets the USDOT deadline. The following general tasks will be performed to complete the grant application:

1. General
  - a. The final amended Notice of Funding Opportunity (NOFO) for 2026 BUILD Grant applications was released on December 15, 2025. The deadline for submission of applications is February 24, 2026, at 5:00 p.m. eastern time.
  - b. CDM Smith will coordinate work progress within the allocated budget and timeline.
  - c. CDM Smith will coordinate with the City Project Manager and other City staff to complete the grant application by the deadline.
2. Meetings
  - a. CDM Smith will facilitate the preparation of this application in a compressed schedule.
  - b. We will schedule two (2) application progress calls to review the progress of the application, discuss any data or information gaps, and secure client input for the application.
  - c. CDM Smith will request data, maps, photography, and information from the City as needed to prepare the most competitive application possible.
  - d. CDM Smith will discuss the application approach with the City project team, including the BCA methodology that will follow the USDOT Benefit Cost Analysis Guidance for 2025/2026.



Mr. David Wear  
January 19, 2026  
Page 2

- e. CDM Smith will complete a QA/QC review, including technical editing and graphics review, of the draft application. The City will have an opportunity to request minor revisions, which CDM Smith will incorporate. Following these updates, CDM Smith will review the final draft application with the City Project Team before the City submits the final application to USDOT through the Grants.gov portal.
3. Deliverable
- a. BUILD grant application completed prior to February 24, 2026, submission deadline.

**SCOPE OF WORK**

CDM Smith will complete the following specific tasks to complete the BUILD grant application:

**Task 1: BUILD Grant – Data Collection, Analysis and Communication**

CDM Smith will collect and analyze data to develop the BUILD grant application. CDM Smith will request the City’s assistance in facilitating data collection and suggesting additional data and information resources that may not be known to CDM Smith. Data and information may include:

- Use of the Sevier County Travel Demand Model (TDM)
- Data and information from local planning studies and other relevant planning and economic studies for Pigeon Forge that might be beneficial to the preparation of this application.
- Maps and demographic information for the site, adjoining commercial area, and the city.
- Related project components and system information.
- Planning level estimated project costs for recent or planned greenways, wayfinding project, or related projects that could enhance the application.
- Costs and project budget information required to prepare the required “sources and uses statement” for the application.
- Detailed letters of matching funds commitment are required. CDM Smith will prepare those draft letters for review and execution. CDM Smith can also prepare a draft letter of financial commitment to describe committed financial match/leverage, the sources of those funds, any restrictions governing the use of those funds, and address other requirements in the final NOFO.
- Data and information to demonstrate how the project addresses the BUILD grant merit criteria including safety, quality of life, mobility & community connectivity, economic competitiveness & opportunity (including tourism), state of good repair, partnership & collaboration, and innovation.
- CDM Smith may request local agencies and organizations to participate in a brief survey to document community engagement in addition to the recently completed EDA Economic Recovery and Resilience Plan engagement activities. CDM Smith may request assistance from the City in the form of a cover letter for this survey.
- CDM Smith will prepare draft templates for project letters of support. The City will secure these letters of support for the project.



Mr. David Wear  
January 19, 2026  
Page 3

**Task 2: BUILD Grant – Benefit Cost Analysis**

BUILD Grant applications must include a benefit cost analysis (BCA) Summary in the application along with a detailed BCA Narrative as an appendix. CDM Smith will prepare a BCA by quantifying the project’s expected benefits compared to a no-build baseline scenario, including monetized benefit estimates with appropriate discounted present values relative to the projected project costs. The analysis will follow USDOT’s BCA guidance for BUILD grant applications and will document the assumptions and methodology used.

CDM Smith will review the proposed BCA approach with the City Project Team before preparing the analysis. CDM Smith will incorporate a summary of the BCA findings into the application and prepare a BCA Narrative for inclusion in the appendix per the requirements with USDOT BCA guidelines.

**Task 3: BUILD Grant – Application**

CDM Smith will prepare the BUILD Grant application for the project in accordance with the December 15, 2025 NOFO. The application package will include all required components: standard federal forms (including those requiring signatures from the appropriate Pigeon Forge official), the Project Description File, Project Location File, Project Budget File, Merit Criteria File, Project Readiness Files, the Cost Effectiveness Review, and all Benefit-Cost Analysis materials. CDM Smith will also develop the necessary graphics and maps for the application and will coordinate with the City to incorporate, refine, or update maps, photos, and other visual materials as requested.

CDM Smith will provide the City with the final BUILD Grant application, along with a draft cover letter for placement on official City letterhead and signature by the appropriate officials. CDM Smith will arrange a meeting or call to review the final draft before the submission deadline and will incorporate the City’s feedback into the final version. At this stage, text edits and minor corrections can still be made. CDM Smith will also verify all hyperlinks within the application and confirm that the City has received the required federal certificates and forms for signature. The City will then submit the final application to USDOT through the Grants.gov portal prior to the February 24 deadline. Whenever possible, CDM Smith recommends submitting several days ahead of the deadline to avoid last-minute issues.

**SCHEDULE AND FEE**

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. The schedule for this proposal is to complete the BUILD Grant application for City submittal on Grants.gov by the February 24, 2026 deadline. Given the accelerated schedule and the requirements of the BUILD Grant, we recommend completing this assignment under an hourly contract with a budget ceiling of **\$89,000**. This amount includes labor and direct expenses and will not be exceeded without your written approval. Labor will be billed at CDM Smith’s current rates, and direct expenses will be billed at cost.

Please note that grant administration services are not included in this initial scope of work. If the BUILD application is awarded to Pigeon Forge and the City requests that CDM Smith provide Grant Administration Services, CDM Smith will submit a future scope and fee amendment for those additional services.



Mr. David Wear  
January 19, 2026  
Page 4

CDM Smith sincerely appreciates the opportunity to submit this proposal and trust it is responsive to your needs. If this proposal is approved, please return a signed copy of the enclosed professional services agreement. This proposal will then serve as an attachment to the agreement, inclusive of terms and conditions, to form the balance of our contract for the project.

If you have any questions regarding this proposal, please feel free to contact me.

Sincerely,  
**CDM Smith, Inc.**

A handwritten signature in blue ink, appearing to read 'Jeff Mize'.

Jeff Mize, PE  
Vice President

## AGREEMENT BETWEEN OWNER AND ENGINEER

THIS IS AN AGREEMENT made effective on January 19th, 2026 between City of Pigeon Forge ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows: **2026 USDOT BUILD Grant Writing – Parkway Corridor – Transit Improvements Project** (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 Exhmade 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.

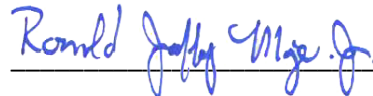
This Agreement and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

**OWNER:**

**ENGINEER:**

\_\_\_\_\_

  
\_\_\_\_\_

Name: Kevin McClure

Name: Ronald Jeffrey Mize, Jr.

Title: Mayor

Title: Vice President

Date:

Date: 01/21/2026

Address for giving notices:  
3221 Rena Street  
Pigeon Forge, TN 37868

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

**AMENDMENT NO: 2**  
**TO AGREEMENT**  
**BETWEEN**  
**OWNER AND ENGINEER**  
**CDM SMITH PROJECT NUMBER 311311**

This Amendment Number 2 is made and entered on January 12th, 2026 and amends the terms and conditions of the Agreement between CDM Smith Inc. ("CDM Smith" or "ENGINEER") and City of Pigeon Forge, TN ("OWNER"), dated September 24, 2025 ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Traffic study for midblock crossing on Jake Thomas Road.; and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

Final Design and Bidding Services for Jake Thomas Midblock Crossing, as detailed in Exhibit A.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

N/A

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Time as described in Exhibit A.

4. The payment for services rendered by ENGINEER shall be as set forth below:

Original Contract, Lump Sum Amount = \$10,000

Amendment 1 (additional traffic study – all-way stop analysis), Lump Sum Amount = \$5,000

Amendment 2 (final design & bid services – Jake Thomas midblock), Lump Sum Amount = \$14,000

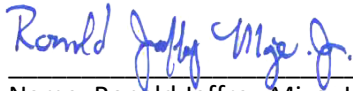
Revised Total Contract Amount = \$29,000

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

CDM Smith Inc.

City of Pigeon Forge, TN

  
Name: Ronald Jeffrey Mize, Jr.

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

Title: Vice President

Title:

Date: January 12, 2026

Date:

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

Address for giving notices:  
3221 Rena Street  
P.O. Box 1350  
Pigeon Forge, TN 37863



January 12, 2026

Mr. Eric Brackins  
Assistant City Manager  
City of Pigeon Forge  
3221 Rena Street  
P.O. Box 1350  
Pigeon Forge, TN 37863

**RE: Jake Thomas Road – Traffic Study Contract, Amendment 2**  
Midblock Crossing Final Design & Bidding Services  
Pigeon Forge, Tennessee

Dear Mr. Brackins:

In response to your request, CDM Smith is pleased to submit this amendment for additional engineering services for the Jake Thomas Road Midblock Crossing project. For this amendment, CDM Smith will complete a final design package, advertisement for bids, and project bid book for the midblock crossing.

The final plans will include a layout sheet, details, and quantities needed to construct a new midblock pedestrian crossing on Jake Thomas Road, between the intersections with River Road and Teaster Lane. The proposed crossing would serve pedestrians traveling between the LeConte Center convention facility and the recently constructed Drury Inn hotel. The final design will be based upon the concept plan that was approved by TDOT.

The scope of services for this study will include the following:

- Finalize engineering design plans for a new midblock crossing on Jake Thomas Road. The design plans will include:
  - Title Sheet
  - Index & Standard Drawings Sheet
  - Plan sheet with details for construction of:
    - New midblock pedestrian island
    - ADA ramps for the midblock at each receiving sidewalk on both sides of Jake Thomas Road
    - ADA ramps for the pedestrian island
    - Rectangular Rapid Flashing Beacon Signs
    - Signs and striping for midblock crossing – per MUTCD and TDOT standards
  - Estimated Quantities
  - General Notes
- Provide Bidding Services, including:
  - Prepare the project bid book including special provisions and construction contract.
  - Prepare the bid advertisement for the City to advertise the project for construction.
  - Assist the City with Bid Opening, Bid review, and Contract Award.



January 12, 2026

Page 2

**Contractual**

CDM Smith is prepared to begin this scope of work immediately upon receipt of your notice of acceptance of this proposal and a signed amendment. We can complete the plans and bid book for the City's review within two to three weeks after notice to proceed. We propose to complete the additional services included with this amendment for a lump-sum fee of **\$14,000**.

We appreciate the opportunity to submit this proposal and trust it is responsive to your needs. If acceptable, please return a signed copy of the enclosed amendment, which will serve as our authorization to proceed. This document will serve as Amendment #2 to our current contract for the Jake Thomas Road Traffic Study project, inclusive of terms and conditions.

Please feel free to call me if you have any questions or require additional information regarding this proposal.

Sincerely,  
**CDM Smith Inc.**

A handwritten signature in blue ink, appearing to read "Jeff Mize".

Jeff Mize  
Vice President

# Agenda Memorandum



Pigeon Forge City Commission

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Meeting Date: 1/26/2026  
Submitted by: Brad Brummett  
Department: Water Plant

## Item Caption:

Approval of proposal from SSR for an alternative study for the addition of a second backwash pump at the Water Treatment Plant to provide redundancy and resiliency to the existing filter backwash process. Lump sum of \$16,905 for completing services will be payable from line item 413-52317-254 (General Government not Water Plant).



**Attachments:** Proposal from SSR



**Action Requested:** Recommend for Approval



## Financial Summary



Budgeted Expense  
Account Details:

Recommend using funds in line item 413-52317-254, \$16,905.



Unbudgeted Expense  
Details:



Not Applicable



December 16, 2025

Mr. Brad Brummett  
City of Pigeon Forge, Tennessee  
3211 Rena Street  
Pigeon Forge, TN 37868

RE: CITY OF PIGEON FORGE, TENNESSEE  
Water Treatment Plant – Backwash Pump Addition  
Alternatives Study

Dear Mr. Brummett:

As requested, we are pleased to provide the City of Pigeon Forge a proposal for an alternatives study for the addition of a second backwash pump at the Water Treatment Plant to provide redundancy and resiliency to the existing filter backwash process. The study will cover the following key tasks.

- Evaluate the possibility to install a second backwash pump in the location of the future High Service Pump No. 4.
- Evaluate up to two alternative pumping systems/locations for a future backwash pump besides the High Service Pump location.
- Evaluate electrical, structural, controls, process, impact to operations, and maintenance on all alternatives.
- Provide the City with a memo highlighting the alternatives evaluated and provide recommendation for the best path forward for the addition of a second backwash pump.

We propose completing the services outlined above for a Lump Sum fee of \$16,905. A task order is attached to this letter for execution should you agree with the scope and fee identified. We are thankful for the opportunity. If you have any questions or concerns regarding this task order, please do not hesitate to call me at 615-202-8015.

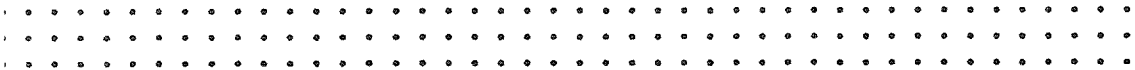
Sincerely,

SMITH SECKMAN REID, INC.

Andrew T. Johnson, P.E.

Attachments (Task Order)

Cc: Kevin McMahan – Pigeon Forge  
Paige Lowe, Luke Williams - SSR



## ENGINEERING TASK ORDER 25-41-054.0

### Task Order

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In accordance with the Standard Form of Agreement Between Owner and Engineer for General Professional Engineering Services, dated February 18, 2002 with updated rates dated May 14, 2025 ("Agreement"), Owner and Engineer agree as follows:

#### 1. Background Data

- a. Effective Date of Task Order:
- b. Owner: City of Pigeon Forge, TN
- c. Engineer: Smith Seckman Reid, Inc.
- d. Specific Project (title): Water Treatment Plant (WTP) Backwash Pump Addition – Alternatives Study
- e. Specific Project (description): To provide redundancy and resiliency to the Water Treatment Plant Filter Backwash Process, the Engineer will evaluate alternatives to add a second backwash pump at the Water Treatment Plant. The project will evaluate adding a vertical turbine backwash pump in the location of the future High Service Pump as well investigate installing a back wash pump in potentially two other different locations for comparative purposes. The evaluation will capture the findings in a memo and provide recommendations for the most economical and least intrusive option.

#### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
  - the services (and related terms and conditions) set forth in paragraph I. **Professional Services** of the Agreement referred to above and described herein:
    - Investigate existing infrastructure of the High Service Pump Area to determine if an additional vertical turbine backwash pump can be installed in the location of future High Service Pump No. 4 and tie into the existing backwash pump infrastructure.
    - Investigate up to two (2) additional locations for an additional backwash pump besides the location of High Service Pump No. 4. Additional pump types besides vertical turbines may be considered including in-line pumps and end suction pumps.
      - Installing a vertical turbine pump in the location of the original Clearwell (directly under Filter Nos. 1 – 4) will not be considered as part of this evaluation as it was previously determined this was not a viable solution.
    - Evaluate the Electrical, Instrumentation, Structural, and Process impacts for each alternative.
    - Evaluate the installation of the backwash pump and it's impact to operations of the WTP in all scenarios. Solutions evaluated will focus on minimizing the need to remove the plant offline for no more than six hours during backwash pump installation.

- Evaluate all alternatives to determine accessibility for maintenance and removal of pumps.
  - Provide the City with a memo outlining all the implications of the different backwash pump configurations and provide a recommendation for the best path forward.
  - Schedule and participate in up to one (1) onsite meeting for a site investigation to review and discuss potential options.
- B. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

**3. Additional Services**

- A. Additional Services that may be authorized or necessary under this Task Order are:
- those services (and related terms and conditions) set forth in paragraph I. **Professional Services** of the agreement and are as follows:
    - Full Design, Bidding, and Construction and Post Construction Administration.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Professional Services Agreement.

**5. Task Order Schedule**

In addition to any schedule provisions provided in the Professional Services Agreement or elsewhere, the parties shall meet the following schedule:

The engineering design and construction documents shall be completed and ready for Owner review 30 calendar days following the Notice to Proceed. Milestone dates will be set at the appropriate time.

**6. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	-	-
a. Study & Report Phase	\$16,705	LS
b. Expenses	\$200	LS
<b>TOTAL COMPENSATION</b>	<b>\$16,905</b>	

**7. Consultants retained as of the Effective Date of the Task Order: None.**

**8. Other Modifications to Agreement and Exhibits: None.**

**9. Attachments: None.**

**10. Terms and Conditions**

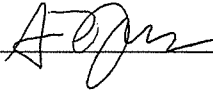
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, 2025.

OWNER: City of Pigeon Forge, TN

ENGINEER: Smith Seckman Reid, Inc.

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

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

Print Name: \_\_\_\_\_

Print Name: Andrew Johnson, PE

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

Title: Principal

# Agenda Memorandum



Pigeon Forge City Commission

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Meeting Date: 1/26/2026  
Submitted by: Bud McCarter  
Department: Sanitation

## Item Caption:

Discussion and consideration to purchase additional 280 semi automated bear resistant carts from Northland Products for the bid price of \$345.57 per cart. Total price with shipping included is \$96,759.20. Delivery is estimated at 5 to 7 weeks.



**Attachments:** 3



**Action Requested:** Recommend Purchase



## Financial Summary



**Budgeted Expense**

Expense Account Detail: Recommend using unused funds from Sanitation Line 237,261,295,326,340,944 equaling \$42,000



**Unbudgeted Expense**

Expense Account Details: Recommend using \$54,759.20 from undesignated funds to cover the balance.



**Not Applicable**

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**Semi Automated/ Automated Bear Resistant Carts**  
**August 6, 2025**

Bidder	Bid	Delivery
Northland Products 2608 Spitfire Lane Prescott, AZ 86301	345.57	5-7 weeks
Wastequip 122 Main Street East Rainsville, AL 35986	317.25	90 days

Northland Products recommended.

*Mark Miller*

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

*Kim E. Huffaker*

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

**BID SHEET**

Bidder: Northland Products Inc.

Contact: Sharon Michael

Address: 21608 Spitfire Ln  
Prescott, Az. 816301

Phone: 929-16316-9298 Fax: None

Email: info@northland-products.com

Bid Price Per Cart: see estimate attached (NPI-2851 and NPI-285)

Delivery Time After Order Placed: 5-7 Weeks

Sharon Michael  
Signature

8/5/2025  
Date



<b>Estimate</b>	
Date	Estimate No.
8/5/2025	NPI-2851

Northland Products Inc.  
 2608 Spitfire Lane  
 Prescott, AZ. 86301  
 Phone: 928-636-9298  
 Fax: 928-636-1070

<b>Name / Address</b>
City of Pigeon Forge

Description	Qty	Cost	Total
KP95-HDLL 95 Gallon, Kodiak-Fully Automated Bear Resistant Container, with lever latch, plain black, partial assembly required. (IGBC certification # 5397, WMI Black Bear certification #BB0002)	280	\$ 304.79	\$ 85,341.20
Molded in Graphic- 9 Digit Barcode serial number (front center of container)	280	\$ 1.25	\$ 350.00
Molded in Graphic- Company Logo(Optional) (located on both sides of container)	560	\$ 4.50	\$ 2,520.00
Molded in Graphic- Lid Instructions(Optional) (located on lid)	280	\$ 7.85	\$ 2,198.00
Lid open instruction sticker (front center of container)	280	\$ 1.25	\$ 350.00
Freight/Shipping-Estimate (Business to business with no extra services) One truckload holds 280 containers-40 stacks, nested 7 per stack Shipping estimate provided as of today's rates only and may vary at the time of shipment. Shipping rates are not guaranteed.	1	\$ 6,000.00	\$ 6,000.00
Estimates valid for 30 days Estimated Lead time: 5-7 weeks (Orders are processed as first come first serve, lead times may vary) Ship to: 37862			
<b>Thank you for your business!</b>			
	<b>Subtotal</b>		\$ 96,759.20 USD
	Tax to be determined at time of order		
	(Does not include any duties taxes or fees for international shipping)		
	<b>Total</b>		\$ 96,759.20 USD


Total Container price: \$ 345.57 per estimate NPI-2851, for total of \$ 96,759.20

Customer must provide copy of tax exemption certificate at time of order.





# Memo

**To:** David Wear, City Manager  
**From:** Rob Ogle, Information Technology Director  
**cc:** Eric Brackins, Assistant City Manager  
Dennis Clabo, City Financial Director  
  
**Date:** January 21, 2026  
**Re:** Pure Storage System Yearly Maintenance

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Message:

I recommend the budgeted purchase of Pure Storage annual services from Insight utilizing the OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (# 23-6692-03) contract in the amount of \$35,146.93.

**Account name: 10379897**

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

**SHIP-TO**

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

Quotation	
Quotation Number :	<a href="#">0229075277</a>
Document Date :	31-DEC-2025
PO Number :	
PO Release :	
Sales Rep :	Ashley McDonald
Email :	<a href="mailto:ASHLEY.MCDONALD@INSIGHT.COM">ASHLEY.MCDONALD@INSIGHT.COM</a>
Phone :	+18004674448
Sales Rep 2 :	Wilson Quiroga
Email :	<a href="mailto:WILSON.QUIROGA@INSIGHT.COM">WILSON.QUIROGA@INSIGHT.COM</a>
Phone :	+18136377062

**Services will be performed pursuant to the attached SOW. By issuing Insight a PO for the items listed in this quote, you agree to be bound by the SOW and any applicable terms attached.**

**We deliver according to the following terms:**

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

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">FAX20R311TB1MOPRMS</a>	Pure Storage Evergreen Silver Subscription - extended service agreement - 1 month - on-site OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 760.99 Discount: 14.124% Term Dates : 01/06/2026 - 01/05/2027 SERIAL NUMBER : B49691ED64EC SERIAL NUMBER : B49691ED65B8 SERIAL NUMBER : B49691ED6734 SERIAL NUMBER : B49691ED6E84 SERIAL NUMBER : PCHFJ22320095 SERIAL NUMBER : PSPFT225000EP	12	653.51	7,842.12
<a href="#">SSDFMSHELF1MOPRMS</a>	Pure Storage Evergreen//Forever - subscription license (1 month) - 1 license Coverage Dates: 06-JAN-2026 - 05-JAN-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 180.99 Discount: 2.989% SN: PCHFJ241300C2	12	175.58	2,106.96
<a href="#">DFMCHASSISDP11TB13</a>	Pure Storage Evergreen Silver Subscription - extended service agreement - 1 month - on-site OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 327.99 Discount: 17.790% SN: PSPFT231306DA Term Dates : 01/06/2026 - 01/05/2027	12	269.64	3,235.68
<a href="#">DFMDP22TB1MOPRMS</a>	Pure Storage Evergreen foundation Subscription - extended service agreement - 1 month - on-site	11	461.51	5,076.61

Material	Material Description	Quantity	Unit Price	Extended Price
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 536.99 Discount: 14.056% Term Dates : 02/07/2026 - 01/05/2027 SERIAL NUMBER : PSPFT24311D5G			
<a href="#">DFMDFP22TB1MOPRMP</a>	Pure Storage Evergreen foundation Subscription - extended service agreement - 1 month - on-site OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 536.99 Discount: 14.056% Term Dates : 01/12/2026 - 01/05/2027 SERIAL NUMBER : PSPFT252221TY	12	461.51	5,538.12
<a href="#">FAX20R311TB1MOPRMS</a>	Pure Storage Evergreen Silver Subscription - extended service agreement - 1 month - on-site OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 760.99 Discount: 14.124% Term Dates : 01/06/2026 - 01/05/2027 SERIAL NUMBER : B49691ED66B4 SERIAL NUMBER : B49691ED66E0 SERIAL NUMBER : B49691ED69E0 SERIAL NUMBER : B49691ED6AAC SERIAL NUMBER : PCHFJ23110005 SERIAL NUMBER : PSPFT231306D6	12	653.51	7,842.12
<a href="#">DFMCHASSISDP11TB13</a>	Pure Storage Evergreen Silver Subscription - extended service agreement - 1 month - on-site OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 327.99 Discount: 17.790% SN: PSPFT241412GF Term Dates : 12/08/2025 - 01/05/2027	13	269.64	3,505.32

Product Subtotal	2,106.96
Services Subtotal	33,039.97
TAX	0.00
<b>Total</b>	<b>35,146.93</b>

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

Sincerely,

Ashley McDonald  
+18004674448  
[ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
Fax +14807608991

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Wilson Quiroga  
+18136377062  
[WILSON.QUIROGA@INSIGHT.COM](mailto:WILSON.QUIROGA@INSIGHT.COM)

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

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

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

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

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

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



## Renewal Summary

**Account Name** City of Pigeon Forge  
**Partner Account** Insight Direct USA, Inc.  
**Notes**

## How Your Renewal Charges Are Calculated

Your total renewal charges are calculated based on Pure's Flat is Fair policy that maintains the subscription charges the same as the original transfer price with an adjustment accommodating any changes to service levels, term length, promotional discounts, and true-ups for any missed coverage or upgrades. For more details refer to Pure's End User Agreement. The breakdown of all the charges and component subscriptions along with their subscribed serial numbers, and entitlements for each system are provided on the next page for your reference.

## Summary of Renewal Charges by Location

Location	Subscription End date	Subscription	Installed Capacity	Appliance
Pigeon Forge, US	01/05/2027	Foundation Premium	57.00	2

## Summary of Renewal Charges by Product Family

Product Family	Subscription End Date	Subscription	Installed Capacity	Appliance
FlashArray	01/05/2027	Foundation Premium	57.00	2

For summary purpose only



Billing Frequency One-time Upfront

PO needs to align with the information below

pfarray1.cityofpigeonforgetn.gov: pfarray1.cityofpigeonforgetn.gov ( FA-X20R3 66TB )

Appliance	Product	Start Date	End Date	Quantity
pfarray1.cityofpigeonforgetn.gov PCHFJ22320095 PSPFT225000EP B49691ED65B8 B49691ED6734 B49691ED6E84 B49691ED64EC	FA-X20R3-11TB 1MO,PRM,SILVER	01/06/2026	01/05/2027	12
pfarray1.cityofpigeonforgetn.gov PCHFJ241300C2	SS-DFM-Shelf, 1MO,PRM,FND	01/06/2026	01/05/2027	12
PSPFT231306DA	DFM-CHASSIS-DP-11TB 1MO,PRM,SILVER	01/06/2026	01/05/2027	12
PSPFT24311D5G	DFM-DP-22TB, 1MO,PRM,FND	02/07/2026	01/05/2027	11
PSPFT252221TY	DFM-DP-22TB, 1MO,PRM,FND	01/12/2026	01/05/2027	12

pfarray2.cityofpigeonforgetn.gov: pfarray2.cityofpigeonforgetn.gov ( FA-X20R3 22TB )

Appliance	Product	Start Date	End Date	Quantity
pfarray2.cityofpigeonforgetn.gov PCHFJ23110005 B49691ED66B4 B49691ED66E0 B49691ED69E0 B49691ED6AAC PSPFT231306D6	FA-X20R3-11TB 1MO,PRM,SILVER	01/06/2026	01/05/2027	12
PSPFT241412GF	DFM-CHASSIS-DP-11TB 1MO,PRM,SILVER	12/08/2025	01/05/2027	13



Tailored Payment Solutions and Finance options are available from Pure Storage Finance.

For further information email [psfquotes@purestorage.com](mailto:psfquotes@purestorage.com)

This Quote is governed by the terms of the applicable Pure agreement you entered into authorizing you to purchase directly from Pure ("Agreement") and constitutes an offer to provide products, support services, subscriptions or professional services ("Products") on the terms and conditions set forth herein. Your acceptance of this Quote is expressly limited to the terms set forth herein and any alterations to this Quote made by you are of no effect. You may accept this Quote by issuing a purchase order that commits your organization to the Products in the amounts and term length (if applicable) set forth herein. Quotes, including the Products, amounts, discounts, and special terms are valid and will only be honored if a valid purchase order, including the applicable Ship To address, is received by Pure before the close of business on the Expiration Date set forth above. The Pure entity appearing on the invoice and authorized to sell the Products to you is determined based on the Ship To address identified in the applicable purchase order (or country location of End User in case of professional services purchased on a stand-alone basis). Pricing does not include sales, use, value-added taxes, or shipping costs, unless otherwise agreed in the Agreement. By accepting this Quote and purchasing the Products listed herein you acknowledge that the End User of such Products agrees to be bound by the terms and conditions of the Pure Storage End User Agreement, which may be found here:

<https://www.purestorage.com/content/dam/pdf/en/legal/pure-enduser-agreement.pdf>

(or other agreement executed between Pure and the End User covering the subject matter), and confirm that your purchase is based only on currently available Products, features and functionality, and that you have not relied on the future availability or announcements of unreleased products, features, or functions in your purchasing decision. End User's use of third-party products is subject to such third party's applicable end user terms.

Notwithstanding anything to the contrary, Pure permits the following termination rights for these order types: (a) orders for the purchase of hardware may be terminated any time prior to shipment; (b) Evergreen //Forever and //Foundation subscriptions may be terminated if the underlying hardware order is terminated prior to shipment; (c) renewal orders of Evergreen //Forever or //Foundation subscriptions may not be terminated; (d) orders for Professional Services may not be terminated if the underlying hardware order has been shipped; (e) Evergreen //One, //Flex, Pure Protect, and any other subscriptions not otherwise described herein may be terminated if End User (i) provides Pure 60 days' prior written notice and (ii) pays in full all Reserve Commitments outstanding from the date of termination through the end of the Service Term; and (f) Portworx orders can be terminated if End User (1) provides Pure 30 days' prior written notice for any Term-Based, Consumption-Based, or Pay-As-You-Go Software licenses; and (2) pay for all utilization or consumption of the Software through the date of termination.

#### Expired Subscription renewals

are: (a) not eligible for incumbency treatment; (b) subject to a reinstatement fee, assessed as 20% of the 12 month Flat is Fair renewal price; and (c) are subject to backdated fees based on Flat is Fair pricing for the lapsed Subscription period. Pure may, in its sole discretion, deny reinstatement for the array if the Subscription is expired for more than 6 months.


Evergreen//Forever Subscription entitles the End User to the Ever Modern program for FlashArray, subject to the terms and conditions of the Pure Storage End User Agreement.

Evergreen//Foundation Subscription does not entitle the End User to the Ever Modern program.

All levels of support provide 24/7 Technical Support - (These apply to all SKUs including ASP) ADV = NBD shipment of replacement parts  
PRM = 4 hour shipment of replacement parts



# Memo

**To:** David Wear, City Manager  
**From:** Rob Ogle, Information Technology Director  
**cc:** Eric Brackins, Assistant City Manager  
Dennis Clabo, City Financial Director   
**Date:** January 21, 2026  
**Re:** Phone System Yearly Maintenance

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Message:

I recommend the budgeted purchase of 6 Month Support Contract from Communications Resources, Inc in the amount of \$8,200.00



**ANNEX 1**  
**List of Support Services For**  
**City of Pigeon Forge**

**ShoreTel Enterprise IP Telephony Solution**

**System Configuration**

SKUs	Quantity	Description
<b>MiVoice Connect SG Switches and Bundles</b>		
10321	1	Voice Switch SG 24A
10320	1	Voice Switch SG 30
10259	5	Voice Switch SG 50
10260	3	Voice Switch SG 90
10322	2	Voice Switch SG T1k
<b>MiVoice Connect Application and Client Software</b>		
30145	29	Connect ONSITE Courtesy license: Extension Only with NO client.
30146	32	Connect ONSITE Telephony license: Includes Ext+Mbx, NO client.
30147	7	Connect ONSITE Essentials bundle: Ext+Mbx, Desktop with IM, Collaboration, Softphone, Video, Web and App dialer.
30043	2	SIP Trunk Software License
30053	1	SIP Device Software License
30044	5	Additional Site License
<b>MiVoice Connect 14.2 Client Software</b>		
30035	138	Extension & Mailbox License
30039	32	Extension-only License
30040	41	Mailbox-only License
30052	1	Professional Access License
40006	1	Operator Access License
40007	3	Workgroup Agent Access License
30051	1	Mobile Access License

6 Months On-Site PLUS Support plan excluding phones is \$8,200.00 plus applicable sales tax.

Support period:

February 6, 2026 through August 5, 2026

Initial \_\_\_\_

## Support

- The solution detailed within this Annex 1 includes a complete OnSite Support package. This package has been designed for those customers that want CRI to provide end to end support of all communications system components detailed in the included list of equipment.
- On Site Support deliverables include:
  - ✓ Unlimited Telephone Support from the CRI Customer Service Center.
  - ✓ Unlimited service calls as needed to correct system operational issues.
  - ✓ Onsite repair/replacement of system components per the included list of equipment. Includes advanced overnight shipping from CRI or manufacturer.
  - ✓ CRI will respond on site to correct, repair or replace items covered by this support agreement. Response is included for non-emergency troubles during normal business hours, 8AM-5PM, Mon-Fri. Response is included for Emergency troubles - 24 x 7 x 365 days per year
  - ✓ Standard response is available 8-5, M-F and can be reached by calling 855-489-3247 or emailing support@gocri.com
  - ✓ Emergency response is available 24 hours a day by calling 855-489-3247
  - ✓ CRI will respond within 8 business hours for non-service affecting issues and within 2 business hours for any service affecting issues (emergency)
  - ✓ 13 Month Warranty all new hardware and software purchases.
  - ✓ Delivery and installation of Software release upgrades. Upgrades must be pre-scheduled with the CRI support department. Support includes all regular labor hours and up to one overtime labor hour to perform the upgrade. Labor required to support server and network changes to support the upgrade will be billed at current rates.
  - ✓ CRI Managed Monitoring – Optional as configured
  - ✓ CRI Managed Reporting – Optional as configured
  - ✓ Semi Annual System review
  - ✓ Discounted Labor rate for additions and changes
- On Site PLUS Option
  - ✓ If chosen, the PLUS option includes all system adjustments and changes that can be performed remotely for a complete managed solution.

## Terms and Conditions

- Support is included for all components detailed within this Annex 1 up to the point of *Demarcation*, defined as the point where the last piece of provided equipment, interfaces with the customers network.
- Support for all add-on purchases will be billed at the time of delivery, pro-rated for the remainder of the term.
- For new systems or sites, support begins 30 days from the date of shipment from the manufacturer.
- Unless specifically identified within the list of equipment in this Annex 1, this support package does not include CRI support for Third Party products. CRI will provide the interface to the Third Party manufacturer within the scope of this agreement. Any time spent troubleshooting or working with the Third Party manufacturer will be billed at current rates.

- The complete solution detailed in this Annex 1 employs IP-based technology. In order to successfully deliver telephony services via IP-based networks, the ability to provide end-to-end Quality of Service (QoS) throughout the LAN and/or WAN is an absolute necessity. Customer agrees to work with CRI to insure that proper QoS settings are maintained.
- Support does not include coverage and correction of problems relating to Network performance (outside of physical coverage of hardware supplied with this solution), LAN/Wan carriers, Telco Providers, customer provided equipment or customer caused issues. CRI will proactively respond to customer reported issues that may be related to these non-covered sources in an effort to assist the customer with problem resolution. Any time spent in excess of two hours to resolve these issues will be billed at current rates.
- Support does not cover damage to components due to fire, explosion, power irregularities, power surges, Acts of God (including without limitation: earthquakes, rains, floods or lightning) or unsuitable climatic conditions.
- Support of the solution detailed within this Annex 1 requires remote access to the voice network for authorized CRI personnel. CRI utilizes ConnectWise Control (CWC) as a standard for remote access and customer agrees to allow its installation on the ShoreTel HQ server. Should the customer require CRI to use their own remote access solution, CRI agrees to secure all access credentials that are issued and to use them only for the purposes of supporting the VoIP solution. Customer agrees that CRI will not be held liable for any incidental or consequential damages, or any other issues relating to the customer's network or network security.
- Applications such as remote users or work-at-home solutions may be designed to use the Public Internet and/or Wireless Data providers. While these solutions are beneficial to the Customer, the Customer understands that no guarantee of performance or quality is included or implied for any application that relies on this type of provider for its transport.
- Customer agrees to supply Servers and/or Personal Computers (PC's) that meet manufacturers' requirements for all applications. Time spent troubleshooting customer supplied Server or PC related problems will be billable at current rates. CRI will not attempt to troubleshoot problems related to Servers or PC's that do not meet manufacturers' minimum requirements.

PURCHASER \_\_\_\_\_  
 (Authorized Signature)

CRI \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_

02-010-2016F1

Initial \_\_\_\_



## DEPARTMENT OF PARKS & RECREATION

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January 26, 2026

Honorable Mayor and Member of the City Commission:

Attached you will find an agreement between the City of Pigeon Forge and the City of Sevierville to operate a joint youth baseball program. This is the seventh year the two cities have worked together to offer a joint program which has been very successful, and we call the league the Smoky Mountain Youth Baseball League. This agreement has already been approved by the Sevierville Board of Mayor and Aldermen.

I am requesting approval of this agreement for the 2026 baseball season, and would be glad to answer any questions you may have about the league.

Respectfully Submitted,

A handwritten signature in blue ink, which appears to read "Lanny Goodwin", is written over the typed name.

Lanny Goodwin, CPRP  
Director



**Agreement for Management of Youth Baseball  
Smoky Mountain Youth Baseball League**

This Agreement is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the City of Pigeon Forge (“Pigeon Forge”) and the City of Sevierville (“Sevierville”) to create Smoky Mountain Youth Baseball (“League”).

In consideration of the mutual promise and agreements contained herein, Pigeon Forge and Sevierville agree as follows:

1. Purpose.

- a. Pigeon Forge and Sevierville will each operate and manage a mutually exclusive youth baseball program for their respective municipalities. Throughout the 2026 season, jointly agreed upon games will be played in an interleague format, whereby teams in the League will play one another in their respective age divisions. Both parties shall comply with the terms of this Agreement, and shall adhere to the rules and regulations of the Pigeon Forge Parks and Recreation Department and the Sevierville Parks and Recreation Department, and shall comply with all applicable park, city, state and federal laws, rules and regulations.
- b. Pigeon Forge and Sevierville shall use Wear Farm City Park in Pigeon Forge, Sevierville City Park in Sevierville and Northview Optimist Park in Kodak to play games and schedule practices on each of the respective youth baseball league’s 2026 schedule.
- c. Every coach and umpire in both leagues will be required to have completed and passed a background check.
- d. Pigeon Forge and Sevierville shall collaborate with each other in developing their League.

2. Term.

This Agreement shall be in effect during the 2026 calendar year, beginning on February 23, 2026, and continuing until November 6, 2026. Pigeon Forge and Sevierville reserve the right to schedule other activities at their respective parks, including weekends within the agreed upon time schedule.

3. Pigeon Forge’s Obligations.

- a. Pigeon Forge shall handle all games taking place at Wear Farm City Park. This will include purchasing of necessary equipment, hiring and supervising umpires and background checks for all umpires at Wear Farm City Park. Pigeon Forge Parks and Recreation Department will also be responsible for developing practice and game schedules, keeping standings, league oversight, insurance, and tournament development and management.

- b. Pigeon Forge shall determine if weather conditions (rain, lightning, sleet, snow, wind, or severe storms) have made Wear Farm City Park unusable prior to 3:30 p.m. on scheduled game days and shall make reasonable efforts to notify all teams scheduled to play and post this information on social media. Pigeon Forge's determination of usability will be final.
- c. Pigeon Forge shall provide a staff member to be present during any games at Wear Farm City Park. Pigeon Forge remains responsible for security and facility lock up of Wear Farm City Park throughout the fall 2026 season.
- d. Pigeon Forge shall be responsible for all concession's operations and sales at Wear Farm City Park.
- e. Pigeon Forge shall comply with Tennessee Code Annotated Section 68-55-503 relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has concussion information available online at <http://health.state.tn.us/TBI/concussion.htm>. Pigeon Forge shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of concussion and head injury, including continuing to play after concussion or head injury.
- f. Pigeon Forge shall comply with Tennessee Code Annotated Section 68-54-101 et seq., the Sudden Cardiac Arrest Prevention Act, relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has sudden cardiac arrest information available online at: <http://www.tn.gov/health/topic/sudden-cardiac-arrest-prevention-act>. Pigeon Forge shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of sudden cardiac arrest, including continuing to play after suffering from sudden cardiac arrest.

4. Sevierville Obligations.

- a. Sevierville shall handle all the operational aspects of all games taking place at Sevierville City Park and practices taking place at Northview Optimist Park. This will include purchasing of necessary equipment, hiring and supervising umpires and background checks for all umpires and coaches involved in Sevierville. Sevierville shall also be responsible for developing practice and game schedules, keeping standings, league oversight, insurance, and tournament development and management.
- b. Sevierville shall determine no later than 3:30pm if weather conditions (rain, lightning, sleet, snow, wind, or severe storms) have made Sevierville City Park unusable on scheduled game days and shall make reasonable efforts to notify all teams scheduled to play and post this information on social media. Sevierville's determination of usability will be final.
- c. Sevierville shall handle all management responsibilities for fall 2026 registration and league management.

- d. Sevierville shall provide a staff member to be present during all games at Sevierville City Park and all games during the fall 2026 season at Wear Farm City Park.
- e. The City of Sevierville shall be responsible for all concession operations and sales at Sevierville City Park.
- f. Sevierville shall comply with Tennessee Code Annotated Section 68-55-503 relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has concussion information available online at <http://health.state.tn.us/TBI/concussion.htm>. SMYB/Sevierville shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of concussion and head injury, including continuing to play after concussion or head injury.
- g. Sevierville shall comply with Tennessee Code Annotated Section 68-54-101 et seq., the Sudden Cardiac Arrest Prevention Act, relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has sudden cardiac arrest information available online at: <http://www.tn.gov/health/topic/sudden-cardiac-arrest-prevention-act>. Sevierville shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of sudden cardiac arrest, including continuing to play after suffering from sudden cardiac arrest.

5. Mutual Representations.

- a. Pigeon Forge and Sevierville covenant to one another that they shall not discriminate against any person on any unlawful basis, including but not limited to sex, race, religion, national origin, or disability and that their programs and services shall comply with the Americans with Disability Act.
- b. Pigeon Forge and Sevierville shall maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of this Agreement. The Sevierville insurance policy shall list the City of Pigeon Forge as an additional insured. The Pigeon Forge insurance policy shall list the City of Sevierville as an additional insured. Certificates of insurance to this effect must be presented to Pigeon Forge and SMYB/Sevierville at the time of signing this Agreement.
- c. Pigeon Forge and Sevierville will work together with advertisement, registration, League rules, creating teams, and scheduling for the League. Any expenses for these will be split even between Pigeon Forge and Sevierville.
- d. Once registration is complete, Pigeon Forge and Sevierville administration will work together to make a League schedule and determine scheduling and payment of umpires.
- e. After receipt of final fall registration fees, City of Sevierville will calculate the umpire charges for the fall season and the City of Sevierville will then make payment of the remaining registration fees to the City of Pigeon Forge for use of their facilities for fall 2026.

6. Signage.

No signs or advertisements shall be posted, displayed or listed by Sevierville at Wear Farm City Park without the prior approval of Pigeon Forge. No signs or advertisements shall be posted, displayed or listed by Pigeon Forge at Sevierville City Park without the prior approval of Sevierville. All signs must conform to each City's sign ordinance. Any signage must be removed at the request of Pigeon Forge or Sevierville.

7. Indemnification.

To the extent permitted by Tennessee law and no further or otherwise, Sevierville shall indemnify and hold harmless Pigeon Forge, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of SMYB/ Sevierville, their officers, employees, and/or agents, including their sub or independent contractors, in connection with the performance of this Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of Sevierville, their officers, employees, and/or agents, including their sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

To the extent permitted by law, Pigeon Forge shall indemnify and hold harmless Sevierville, its officers, agents, and employees from:

- h. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Pigeon Forge, their officers, employees, and/or agents, including their sub or independent contractors, in connection with the performance of this Agreement.
- d. Any claims, damages, costs, and attorney fees arising from any failure of Pigeon Forge, their officers, employees, and/or agents, including their sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

8. Termination.

This Agreement may not be assigned or transferred. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement immediately, upon written notice to the other party. Otherwise, either party may terminate this Agreement immediately upon written notice to the other party, but not before July 1, 2026.

9. Amendment.

This Agreement constitutes the entire agreement between the City of Pigeon Forge and the City of Sevierville on the subject matter described herein. This Agreement may be modified only by a written amendment executed by all parties.

In witness whereof, the City of Pigeon Forge and the City of Sevierville have executed this Agreement through their authorized representatives, effective on the date first written above.

**CITY OF PIGEON FORGE**

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

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

**CITY OF SEVIERVILLE**

By: Debbie Fox

Date: 01-13-2026

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Pigeon Forge City Attorney

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

# Memo

**To:** City Commissioners  
**From:** Mark Miller *MM*  
**Date:** January 16, 2026  
**C:** David Wear and Eric Brackins  
**Re:** Middle Creek Lift Station Equipment Rental

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Public Works Utility Department is seeking your approval for the rental period from December 19, 2025 to January 19, 2026 in the amount of \$11,085.

Additionally, we would like to request permission for the ongoing use of the necessary pump and piping system for an extended period of up to three months. The cost for this rental is \$11,085 per month, totaling \$33,255.



Brad Brummett  
Assistant Utilities Director  
City of Pigeon Forge  
PO Box 1350  
Pigeon Forge, TN 37868-1350  
Mobile Phone: 865-621-4407  
Email: [brad.brummett@cityofpigeonforgetn.gov](mailto:brad.brummett@cityofpigeonforgetn.gov)

**SUBJECT: Middle Creek Lift Station Force Main Break**

A break in the Middle Creek Force Main was discovered on 11/14/2025 that resulted in an overflow to Middle Creek near Jayell Road and Veterans Boulevard. After extensive investigation, it was determined that the slip-lined section of force main from previous repairs had burst and split and that a temporary pump and piping system would be required until repairs could be made. An estimate was received by Mersino outlying a \$11,085.00 monthly rental fee, a \$250.00 mobilization fee, and a \$1463.25 PM service fee at 250 hours of operation if required. The initial period approved by Council for rental was from 11/18/2025 - 12/18/2025 and due to the extent of the project, the use of this pump and piping was deemed to be a necessary continuing process until the permanent repairs could be made. Therefore, a new requisition was created in the amount of \$11,085 for monthly rental for a period from 12/19/2025 - 1/19/2026. It has since been determined that the use of this pump and piping could continue for a period extending up to three additional months.

The avenue that has been taken to perform permanent repairs required the involvement of Consulting Engineers (which Council approved) to look at boring under Veterans Boulevard and installing a casing and a completely new section of force main, then abandoning the old section of force main. This process requires surveying, design plans and specs, permitting, and advertisement for bid, of which all has been performed. Prebid has currently been scheduled to take place on 01/29/2026, and when awarded, final completion has been set at 45 days.

We are asking for Councils approval for the rental period from 12/19/2025 - 1/19/2026 and for the continued use of the necessary pump and piping system for a period extending up to three months at a rental cost of \$11,085.00 per month (total \$33,255.00).