February 8, 2024
BMA MEETING MINUTES

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; In additional to staff and member of the press.

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of January 25, 2024, as presented. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, and White; Vice-Mayor Povlin abstained; no nays; motion passed.

Presentation of Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023

Travis Lowe with Pugh, CPA gave an overview of the Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023.

Mayor's Report

Marilyn Childress (President, Veterans Heritage Site Foundation) gave an overview of the Wreaths Across America event.

John Schoonmaker introduced the youth Knox County Planning Commission member.

Ordinances

Public Hearing and Second Reading

Ordinance 24-02, Ordinance to amend the ARPA Fund Budget for Fiscal Year 2023-2024, passed by Ordinance 23-07

Motion was made to approve Ordinance 24-02 on second and final reading. Moved by Alderman Meyer, seconded by Alderman White; Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

First Reading

Ordinance 23-20, an ordinance on first reading to amend the Farragut Zoning Map to rezone the property located at 209 N. Watt Road from R-1 to C-1, 1.70 Acres (Debra Wilkerson, Applicant)

Motion was made to approve Ordinance 23-20 on first reading. Moved by Vice-Mayor Povlin, seconded by Alderman Burnette; Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Approval of 2024 Forget Me Not Race

Motion was made to approve the event application on April 13, 2024, involving the use of the Town's public rights of ways and pedestrian facilities for the Forget Me Not Race for Alzheimer's benefiting the Pat Summit Clinic. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Rejection of bids for Contract 2024-10, On-Call Speed Cushion Installation

Motion was made to reject the bids for the 2024-10 on-call speed cushion installation contract. Moved by Alderman Meyer, seconded by Alderman White. Gary Steimer, 809 O'Connell and Kim Frasch, 853 Belle Grove spoke on the item. Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Approval of Professional Services Agreement with O.R. Colan Associates, LLC for Acquisition Services on Sonja Drive/Admiral Road Sidewalk Project.

Motion was made to approve the Professional Services Agreement with O.R. Colan Associates, LLC for Acquisition Services on Sonja Drive/Admiral Road Sidewalk Project, with a lump sum fee of $235,500. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Design Services for Anchor Park Pedestrian Crossings Project

Motion was made to approve the Professional Services Agreement with Cannon & Cannon, Inc. for Design Services for Anchor Park Pedestrian Crossings Project, with a lump sum fee of $27,600. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

The meeting was adjourned at 6:55 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

FARRAGUT BOARD OF MAYOR AND ALDERMEN

Farragut Community Center

239 Jamestowne Blvd

AGENDA
February 8, 2024

WORKSHOP
Emergency Management Plan
5:15 PM

BEER BOARD
5:55 PM
See Beer Board Agenda

BMA MEETING
6:00 PM

I. **Roll Call**

II. **Approval of Agenda**

III. **Approval of Minutes**
   - **A.** January 25, 2024

IV. **Presentation of Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023**

V. **Mayor's Report**
   - **A.** Wreaths Across America

VI. **Ordinances**
   - **A. Public Hearing and Second Reading**
     1. **Ordinance 24-02**, Ordinance to amend the ARPA Fund Budget for Fiscal Year 2023-2024, passed by Ordinance 23-07

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

B. First Reading

1. **Ordinance 23-20**, an ordinance on first reading to amend the Farragut Zoning Map to rezone the property located at 209 N. Watt Road from R-1 to C-1, 1.70 Acres (Debra Wilkerson, Applicant)

VII. Business Items

A. Approval of 2024 Forget Me Not Race
B. Rejection of bids for Contract 2024-10, On-Call Speed Cushion Installation
C. Approval of Professional Services Agreement with O.R. Colan Associates, LLC for Acquisition Services on Sonja Drive/Admiral Road Sidewalk Project.
D. Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Design Services for Anchor Park Pedestrian Crossings Project.

VIII. Citizens Forum

IX. Town Administrator's Report

X. Town Attorney's Report

This meeting can be viewed live on the Farragut YouTube Channel and the Town of Farragut website www.townoffarragut.org/livestream.
The meeting will be held at the Farragut Community Center, 239 Jamestowne Blvd

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

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given five (5) minutes to speak on his/her topic.

During the regular agenda portion of the meeting there may be an allowance for public comment for each agenda item. The Mayor may recognize individuals for public comment based on the following guidelines.

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment;
2. Any Farragut resident interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn in to the Town Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to five (5) minutes per individual. Time for public comment may be amended at the discretion of the Mayor. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; each speaker should have their own original viewpoint;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose issues or measures, but the motives of those with differing views shall not be questioned or attacked;
8. Personal attacks and malicious comments shall not be tolerated;

9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The five (5) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

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

AGENDA NUMBER Workshop **MEETING DATE** February 8, 2024

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: **Trevor Hobbs, Assistant to the Town Administrator**

SUBJECT: **WORKSHOP: Updates to The Town of Farragut Emergency Management Plan supplementing the Knoxville-Knox County Emergency Operations Plan**

INTRODUCTION: The purpose of this workshop discussion is to review proposed updates to the Town's Emergency Management Plan supplementing the Knoxville-Knox County Emergency Operations Plan.

BACKGROUND: The Town made updates to its Emergency Management Plan supplementing the Knoxville-Knox County Emergency Operations Plan at the end of FY 23 following the adoption of an updated Emergency Response Plan by the Knoxville-Knox County Emergency Management Agency (KEMA) in 2022. Following those updates, staff continued to identify opportunities to provide additional detail and clarity of responsibilities in the Town's Emergency Management Plan.

DISCUSSION:

The proposed updates to the Town's Emergency Management Plan include additional information, procedures, and responsibilities as outlined in the Knoxville-Knox County Emergency Response Plan. This update includes a considerable amount of new information, totaling approximately 48 pages, and mirrors the format of the 2022 KEMA Emergency Response Plan.

The plan as updated, consists of a Base Plan, General Annexes, and Emergency Annexes.

I. Base Plan

The base plan serves as the foundation for the Town's emergency response and recovery activities. The Base Plan provides basic information and guidance to enable Town departments and staff to prepare for all emergency response scenarios. Much of the proposed Base Plan draws from content included in the current supplement. Some information has been added to clarify the role of KEMA during emergency events for which the Emergency Operations Center is activated, the kinds of hazards the plan is intended to address, mirroring KEMA's Emergency Response Plan, the Town's priorities when responding to an emergency event, responsibilities of specific staff positions and departments during an emergency event, and policies for ongoing review and maintenance of the Town's plan.

II. General Annexes

In keeping with the format and language used in KEMA's Emergency Response Plan, additional sections of the plan are called annexes, because they provide subject-specific information to the base plan.

The proposed update includes the following annexes:

Annex A- Town Administration Succession of Responsibilities: This annex draws from and clarifies information found in multiple locations of the current supplement regarding who will assume responsibility for coordinating administrative activities of each department in the absence of the Town Administrator.

Annex B- Recall of Town Personnel

This annex draws heavily from the section by the same name in the current supplement and clarifies some specific practices that will be used to notify staff of an incident, who will ensure tracking of staff time dedicated to response and recovery efforts, and where they will report for initial response planning.

This annex also includes an "Appendix A", which consists of a comprehensive list of Town staff and their cell phone numbers and will be maintained internally.

Annex C- Town Operations Center

This annex draws almost exclusively from "Appendix B" of the current supplement and specifies which Town facility will be used for response planning and coordination efforts at the internal Town level. Given the closure of Town Hall, this annex now specifies the Town Operations center will be located at the Farragut Community Center, with an alternate location being the Farragut Public Works facility.

Annex D- Facilities, Shelters, and Reception Centers

This annex draws heavily from the current supplement's section by the same title and identifies Town facilities that could be used during response or recovery activities. It also includes information regarding shelters that may be arranged through the American Red Cross, and contact information for their local representatives.

Annex E- Communications

This annex draws exclusively upon the current supplement's "Appendix C- Communications", but further divides that information into Appendix A- Incident Response Team, Appendix B- Crisis Communications, and Appendix C- Crisis Communications Checklist. Given connections made during inter-agency tabletop discussion, additional agency contacts have been added to Appendix A and C.

Annex F- Inventory of Town Equipment

This annex draws upon the current supplement's list of equipment available for use during an emergency, but also adds a policy statement that town equipment will be prioritized for emergency response efforts over other uses.

Annex G- Emergency Purchases Policy

This annex draws heavily from the existing purchasing policy and purchasing forms included in the current supplement, but under its own annex heading. This annex also includes new information regarding tracking reimbursable expenses, as this is important when submitting for reimbursement after an event.

III. Emergency Annexes

To provide additional details regarding how the Town will support emergency response and recovery efforts coordinated through KEMA, the proposed update includes an annex that summarizes each Town department's plan to maintain continuity of operations, as well as an annex for each of the sixteen Emergency Support

Functions. Each Emergency Support Function annex follows the general format of KEMA's Emergency Response Plan.

Annex H- Continuity of Operations

This annex draws exclusively from the current supplement's "Appendix D- Continuity of Operations" and provides a summary of each department's continuity of operations plan. Each department will continue to maintain a more detailed continuity of operations plan as an internal document.

Annex I- Emergency Support Annexes

This annex is a summary of the KEMA Emergency Response Plan and provides information regarding which Town department or staff position is the lead for coordinating each of sixteen emergency support functions, which Town department(s) or staff position(s) provide support to that lead, which area agencies they will coordinate with, and specifies the general scope of responsibilities for that function. A section is dedicated to each sub-function where a sub-functions exists.

The Emergency Support Annexes are as follows:

ESF 1- Transportation
ESF 2- Communications
ESF 3- Infrastructure, Public Works, and Engineering
ESF 4- Firefighting
ESF 5- Planning and Information
ESF 6- Human Services
ESF 7- Logistics
ESF 8- Health and Medical Services
ESF 9- Search and Rescue
ESF 10- Environmental Response
ESF 11- Food and Water
ESF 12- Energy
ESF 13- Law Enforcement
ESF 14- Donations and Volunteers
ESF 15- Recovery
ESF 16- Animal Care and Housing

Annex J- Contingency Response Checklist

This annex provides a new all-hazards checklist intended to be used regardless of the specific emergency situation, and guides specific staff positions on things they should be doing immediately following an emergency event. It also specifies which staff positions provide support to those who have responsibilities identified by the checklist. Incident-specific checklists are also included for some of the hazards the Town is most likely to respond to. This annex will be maintained as an internal document.

TOWN OF FARRAGUT EMERGENCY MANAGEMENT PLAN
-supplementing-

KNOXVILLE-KNOX COUNTY EMERGENCY OPERATIONS PLAN



Knoxville-Knox County Emergency Operations Plan

July 2023

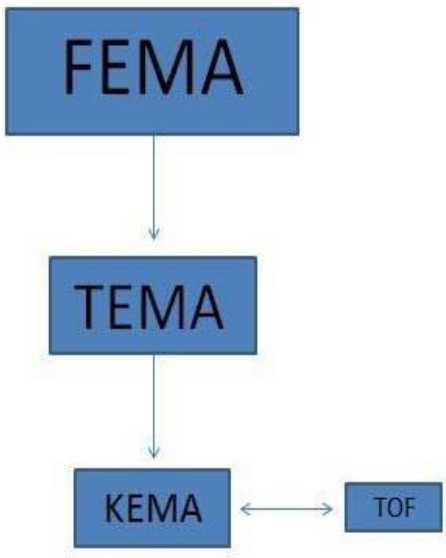
Emergency Management Plan
Town of Farragut
Revised July 2023

Purpose

The purpose of this plan is to provide standard procedures for how the Town of Farragut will, to the maximum extent possible, mitigate the consequences of any emergency situation that may affect the Town. This plan is intended to assure the continuity of all governmental functions by the Town of Farragut should conditions arise that impede or prevent normal governmental functions within the Town of Farragut. In addition to covering procedures for local non-emergency incidents this plan is designed to *assist* in the local implementation of the Knoxville-Knox County Emergency Operations Plan. This plan is not intended to replace or supersede any portion of the Knoxville-Knox County Emergency Operations Plan.

Scope

This plan is intended to be referenced during designated incidents or emergencies that may threaten the health or property of the citizens of the Town of Farragut. This plan also applies to functions normally conducted by the Town of Farragut that may be interrupted by emergency situations. It is the intent of this plan to provide such assistance as may be requested by the Knoxville-Knox County Emergency Management Agency (KEMA) in implementing the Knoxville-Knox County Emergency Operations Plan.



KEMA, Knoxville-Knox County Emergency Management Agency:
KEMA is an inter-governmental Agency consisting of appointed members from all of the incorporated municipalities within Knox County. KEMA answers to TEMA (Tennessee Emergency Management Agency) who answers to FEMA (Federal Emergency Management Agency).

KEMA's mission is to protect lives and property through mitigation, preparation for, response to, and recovery from the effects of natural and man-made disasters, as well as, national security concerns consistent with the resources provided.

KEMA is the central point of contact for all major emergencies and disasters and is responsible for incidents throughout the entire county, regardless of municipality. The plan developed by KEMA offers detailed operating procedures, along with incident command systems, agency responsibilities during Emergency Operations Center (EOC) incidents as well as disaster recovery.

Concept of Operations

Through KEMA's pre-arranged mutual aid agreements, local response agencies have the primary responsibility to respond to emergencies and to take actions that protect life and property. If response needs exceed local capabilities, mutual aid will be requested from neighboring jurisdictions or from the State. Similarly, the State may request assistance from neighboring states or from the federal government to meet the needs imposed by disasters beyond its response capabilities.

Emergency functions of response organizations during disasters generally parallel daily functions. To the greatest extent possible, the same people and resources will be used in disasters.

Daily local government functions which do not directly contribute to emergency operations may be suspended for the duration of the emergency. Personnel normally required for those functions may be redirected to tasks assisting with and supporting the emergency response.

KEMA's response plan is developed to address all hazardous situations that may develop within Knox County. The framework in this plan will be used to guide the response to all hazards.

As organizations develop and implement their own plans and procedures to execute their responsibilities identified in this plan they are expected to address and integrate the needs of community members with disabilities, access and functional needs.

EOC Activation

Notification of a potential emergency situation will normally be received at the Knoxville-Knox County E-911 Center. The individual receiving the call at E-911 will utilize their Standard Operating Procedures to determine if a potential emergency situation exists. E-911 will then notify the KEMA duty officer of the situation. The KEMA duty officer will evaluate the situation, and if necessary, activate the Knoxville-Knox County Emergency Operations Center (EOC).

Upon activation of the EOC, the designated Town of Farragut EOC representative(s)will be notified of the activation by the EOC and may be required to report to the EOC. The EOC consists of command and control, communications, and logistical support.

The Assistant to the Town Administrator and Risk Manager are designated points of contact for EOC activation.

EOC Address:

Emergency Operations Center
605 Bernard Avenue
Knoxville TN, 37921

The designated EOC representative will report back to The Town Administrator after an EOC activation meeting. Together, they will determine the need for additional notification of Town officials and the recall of any essential Town personnel. Typical variables analyzed to determine additional notification and recall may be:

- Type, Intensity, and Duration of the Incident
- How the Incident Affects the Town
- Assistance Requested by the EOC

TO REQUEST KEMA ASSISTANCE
In the event that the Town experiences an incident or emergency situation that is beyond the abilities of local staff and responders, the Town of Farragut may contact the Emergency Operations Center to request assistance by calling:

(865) 215-1166 (Daytime)
(865) 215-1167 (Evenings, Weekends, Holidays)

Recall of Town Personnel
The Town Administrator will determine if there is a need for TOF personnel activation. Department Heads will be contacted first. Each Department Head shall be responsible for contacting their departmental personnel for recall if directed **(Appendix A- Recall Roster).** Unless otherwise directed, all recalled personnel shall report to the Town's Incident Command Center in the Town Hall Board Room. The recalled personnel will "open" the Town Incident Command Center **(Appendix B- Town Incident Command Center)**. Recalled personnel shall not leave the Town Incident Command Center area without permission from the Town Administrator.

The Town Administrator or his/her designee will determine if there is a need for immediate Mayor and Aldermen notification; otherwise, the Mayor and Aldermen will be updated post incident.

Interoperable Radio System
The Town has interoperable handheld radios designated for incident management. If an incident occurs these radios will be utilized for inter-departmental communication and communication with the EOC. These radios and accessories are located in the vault on the 1st floor of Town Hall. The initial operating channel is "**A Farr Main**".

Media Relations/Mass Public Notification
Upon determination by the EOC, and to the extent possible, the town will utilize its media outlets to disseminate public information **(Appendix C- Communications)**.

Facilities and Shelters
Immediate facilities that may be used, if not damaged, or in a contaminated area, may be:

- Farragut Town Hall
- Farragut Public Works Facility
- Farragut Community Center
- EOC Designated Red Cross Shelters:
  - Faith Lutheran Church, 225 Jamestown Blvd.
  - First Baptist Church of Concord, 11704 Kingston Pike
    - Shelter openings are broadcast through media outlets by KEMA.
    - Local Red Cross Contact is Kristin Rice 865-719-4126 (Cell), kristin.rice@redcross.org



Farragut Town Hall



Farragut Community Center

Evacuation

The need for evacuation from the Town of Farragut will be determined by KEMA. Evacuation routes along available roads will be communicated to the public through media outlets. Knox County Sheriff's Office will be responsible for traffic control and public safety as coordinated through KEMA.

Town Equipment Available for Emergency Use

- 4 F250 trucks
- 7 F150 trucks
- 2 single axe dump trucks/snow plow attachments
- 2 Backhoes with Clamshell Buckets
- 1 Veneer 935 Chipper
- 1 Skid Steer loader
- 1 Bucket Truck
- 1 10 Ton trailer

Continuous Service Delivery

To the extent possible, the Town will continue to provide service delivery to its residents. **(Appendix D- Continuity of Operations)**

Training Resources for Local Government

The following web-links will redirect you to interactive training for various disciplines. All local government officials and employees should take the basic entry level courses to familiarize themselves further with the emergency management process.

Entry Level Courses:
http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-700.a
http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-800.b
http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-100.b

FEMA/TEMA/KEMA Contact Information:

FEMA Website: http://www.fema.gov/region-iv-al-fl-ga-ky-ms-nc-sc-tn
Main Number: 770-220-5200
Federal Emergency Management Agency
3003 Chamblee Tucker Road
Atlanta, GA 30341

TEMA Website: http://www.tnema.org/ema/regions/east/index.html
East Region Office
803 North Concord,
Knoxville, TN 37919
865-594-5650
east@tnema.org

KEMA Website: http://www.cityofknoxville.org/kema/
Colin Ickes, DIRECTOR
ALAWSON@CITYOFKNOXVILLE.ORG
605 BERNARD AVENUE
KNOXVILLE, TN 37921
865-215-1166

Photo of Emergency Operations Center entrance- 605 Bernard Ave. Knoxville TN



Driving Directions from Farragut Town Hall:

1. Turn right onto Municipal Center Dr
2. Turn left onto S Campbell Station Rd
3. Turn right to merge onto I-40 E/I-75 N toward Knoxville
4. Merge onto I-40 E/I-75 N
5. Use the right 2 lanes to take exit 387A for I-275 N toward Lexington
6. Continue onto I-275
7. Take exit 1A for Baxter Ave
8. Take Marion St to Bernard Ave
9. Turn right onto W Baxter Ave
10. Turn right onto Marion St
11. Turn right to stay on Marion St
12. **Turn left onto Bernard Ave**: Destination will be on the left

Appendix A- TOF Personnel Recall Roster

*A roster of cell phone numbers for town personnel is kept by each department director

Appendix B- Town Incident Command Center

The Town Incident Command Center is located at Town Hall in the Board Room. An alternate site will be selected in the event that Town Hall is impacted by an incident.

Opening the Center

During an incident recall the first person to arrive at Town Hall shall:

- Unlock the rear doors of Town Hall
- Disengage the alarm
- Open both doors of the Center
- Turn on all lights
- Retrieve the hand held interoperable radios, their chargers, extra batteries, lapel mics
    - Radios and accessories are located in the vault on the 1st floor of Town Hall
- Return to the Center, plug in/charge all radios
- Turn all radios to "A Farr Main" channel (home button) with appropriate volume
- Setup the two easels and large Town Base maps (located in the large closet in the committee room)
- Once set up all recalled personnel shall remain in the Center area to await instructions from the Town Administrator

Appendix C- Communications

OBJECTIVES OF THIS PLAN

- To prepare the Town of Farragut to manage communications to our key audiences in a crisis
- To be able to respond in a unified, compassionate and professional manner
- To manage the distribution of correct and timely information
- To strategically enhance understanding of the value provided by the Town of Farragut

What is the definition of a crisis in the Town of Farragut?

A crisis is any event or activity that requires the involvement of other (emergency, county, state or federal) agencies. Examples include:

- Criminal investigation of a Town employee/elected official
- Discrimination/sexual harassment accusation of a Town employee/elected official
- Fire at a Town facility
- Theft of Town resources
- Violent act at a Town facility
- Cyber attack
- Mass shooting
- Service interruption
- Natural disaster
- Shutdown of I-40/I-75 that requires detour through Farragut
- Strike
- Protest

INCIDENT RESPONSE TEAM

In the event of an emergency at a Town of Farragut facility, the first priority is the safety of staff and citizens who are on the premises. If the emergency involves injury, the first response is to request medical treatment by calling 911. (Operators will also send fire services and law enforcement based on the circumstances.)

A. In the event of an emergency in the Town of Farragut, the Incident Response Team will meet to discuss next steps. The team includes:

- Town Administrator
- Assistant to the Town Administrator
- Public Works Director
- Finance Director
- Risk Manager
- IT Manager
- Affected department head(s)
- Communications Manager

B. Safety partners (KCSO, KEMA, TEMA, Rural Metro) would be contacted immediately and public communications will be based on recommendations of safety partners as part of the incident command structure for the event.

SAFETY PARTNER CONTACT INFORMATION

Emergency Dispatch: 9-1-1
Knox County Sheriff's Office- Brad Hall (865) 392-1670
Rural Metro- (865) 546-9960 (Dispatch)
LCUB- (865) 988-0833

CRISIS COMMUNICATIONS TEAM

The Town Administrator, the Assistant to the Town Administrator, the Communications Manager, the Media Assistant, and other impacted department directors are the Crisis Communications Team.

The Town Administrator serves as the key spokesperson during a crisis (all quotes, comments, and interviews) but may pass responsibility to the Assistant to the Town Administrator or Communications Manager during an ongoing crisis.

The guiding principle of the Crisis Communications Team is to communicate incident facts accurately and quickly, updating information as circumstances change to ensure safety, transparency and continued operations.

CRISIS COMMUNICATIONS POLICY

1. Only the Town Administrator and Communications Manager are authorized to release information to the media and to the public. Other staff can help by connecting media and other stakeholders to those authorized on behalf of the Town. All media inquiries should be referred to the Communications Manager.
2. If a media organization asks a question that cannot be immediately answered, the Crisis Communications Team will note the question and media representative and get back quickly with a response. "No comment" is not an acceptable response. If the question can't be answered because of a policy, such as sharing personnel information or an ongoing investigation, let the journalist know.
3. Responses should be proactive and action-oriented, whenever possible. Provide guidance on how to stay safe, where to go for help and how to provide help.
4. Maintaining effective media relationships is important to bolstering public confidence in the Town of Farragut.

CRISIS COMMUNICATIONS CHECKLIST

These are the steps to managing a crisis.

1. (If an emergency) Ensure safety of staff and residents. Call 911 if necessary.
2. The Incident Response Team meets to discuss next steps:
    a. What safety partners should be alerted (KCSO, EOC, etc.)?
    b. What staff members need to be alerted?
    c. Contacting Board of Mayor and Aldermen regarding incident
    d. Do we need to seek outside consultant assistance?

3. The Crisis Communications Team develops factual, detailed messaging that reflects the status of the crisis, organizational response, and if possible, steps to resolve the situation. Before communicating publicly:
    a. The Communications Manager assigns duties regarding cooperation with safety partners, media response, web updates, social media and internal communication.
    b. The team provides a script for those answering TOF phone lines.
    c. Key audiences are contacted: neighborhoods, school families, Community Center members, Knox County Trustees Office, etc.
4. Reach out to local media (see below) with messaging that has been cleared by Town Administrator and/or safety partners.
5. After public announcement the team will:
    a. Evaluate effectiveness of message as situation progresses
    b. Monitor email and social media and respond as necessary
    c. Update website as needed
    d. Determine how to update key audiences with ongoing information
6. After the crisis, the team will:
    a. Distribute post-crisis communications
    b. Evaluate crisis communications efforts: discuss lessons learned, messages that worked well, what needs to be updated

LOCAL MEDIA ORGANIZATIONS

Shopper: nancyanderson1116@gmail.com

Farragutpress: asloan@farragutpress.com; mhollenhead@farragutpress.com;

tcheek@farragutpress.com

KnoxTNToday: news@knoxtntoday.com

Knox News: news@knoxnews.com

Loudon News Herald: news@news-herald.net

Maryville Daily Times: mike.sisco@thedailytimes.com

The Oak Ridger: editor@oakridger.com

WATE: newsroom@wate.com

WBIR: newstips@wbir.com

WVLT: wvlt.news@wvlt-tv.com

Appendix D- Continuity of Operations

NOTE- Each department will maintain an internal continuity of operations plan to address chain of command contingencies, communications plans, essential services, as well as technology, equipment, and supply needs.

INFORMATION TECHNOLOGY

The Town shall maintain secured backups and digital copies of all records in the event if our primary system is inoperable. The Town's IT department utilizes an off-site backup solution that maintains 30 days of encrypted backups. A managed service provider is also under contract to assist with information technology services.

ADMINISTRTION

The Administration department includes the office of the Town Administrator, risk management, municipal court, and communications. Staff are issued laptops and other mobile devices in order to access cloud-based software, town social media accounts, and website in order to continue operations in the event that Town Hall is impacted. The Community Center or Public Works facilities may be used as alternate work locations for Town personnel.

HUMAN RESOURCES

The Human Resources Manager is issued a laptop device in order to access cloud-based software and files in order to maintain operations remotely, or from alternate work locations. The director would seek to maintain all core services through an incident or emergency as they are critical to on-going operations of the Town. The Human Resource Manager is also equipped to access payroll and finance programs in the event finance personnel are impacted by the incident.

COMMUNITY DEVELOPMENT

The Community Development Department maintains an "emergency box" at the Public Works building on Fretz Road. The box includes copies of ordinances, flashlights, batteries, inspection tickets, building permit applications, and other items relevant to inspections and permitting. Staff are issued laptops and other portable devices which will allow for them to continue operations remotely, in the field, or from temporary work stations in the event that Town Hall is impacted. In the event of an emergency, priority would be given to permitting and inspecting repairs to damaged property over new construction.

FINANCE

The Town Recorder and Accounts Payable Office maintains all staff-related information in Incode. Because Incode is cloud-based, payroll, and payment process can be maintained from any work location. All staff receive payroll disbursements via direct deposit, so payroll can still be processed to personnel even in the event of impacts to Town Hall. Staff are issued laptops and other mobile devices which enable them to maintain operations remotely or from alternate work locations in the event that Town Hall is impacted.

PARKS & RECREATION

The Parks and Recreation department will continue to offer all programming according to schedule, if electricity and weather allow. In the event the Community Center is impacted, parks will remain open and operational to the greatest extent possible. Laptops and other mobile devices are issued to the department to allow for registration, check-in, and other park operations to be maintained remotely, in the field, from alternate work locations in the event the Community Center is impacted. Parks & Recreation social media channels may also be utilized to share important information with the public related to the incident response.

PUBLIC WORKS

The Public Works department is issued a cell phone for 9-1-1 dispatch and have staff on-call each week in order to be prepared to respond to fallen trees, road closures, flooding, etc. Additionally, the department's emergency call-back policy is in place to allow for the department to quickly expand the personnel dispatched to respond to an incident, beyond those who were on-call for the given week. A laptop and other mobile devices are issued to the department in order to allow for work orders to be received, managed, and assigned to work teams. The Public works department has limited supplies on-hand to repair and maintain operations of town vehicles in the event that local suppliers are unable to operate.

TOURISM

The Tourism department is equipped with laptops and other mobile devices, as well as the Mobile Visitor Center in order to maintain operations remotely, or from alternate work locations, in the event that Town Hall is impacted. Visit Farragut social media accounts and webpage may be used to share important information regarding incident response, including local businesses and hotels that are operational.

ENGINEERING

The Engineering department will prioritize maintaining a functional traffic control system, and has staff trained to address outages. A consultant is under contract to assist with repairing and maintaining the system. Staff are issued laptops and other mobile devices to access cloud-based software for inspections and permitting that will allow them to maintain operations in the field or from alternate work locations in the event that Town Hall is impacted. In the event of an emergency, priority would be given to permitting and inspecting damaged properties over new construction.

EMERGENCY PURCHASES POLICY

I. PURPOSE

To provide detailed instructions for performing an emergency purchase.

II. SCOPE

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

III. GENERAL

OBTAINING EMERGENCY AUTHORIZATION DURING NORMAL PURCHASING OFFICE HOURS

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

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

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

A written explanation of the emergency shall be prepared using the Emergency Purchase Explanation Form. Suppliers shall furnish sales tickets, delivery slips, invoices, etc., for the supplies or services rendered. Terms of the transactions, indicating price and other data, shall be shown. Attach all information to the form and forward the entire package to the Accounts Payable Clerk. No invoice will be paid unless the Accounts Payable Clerk has received an acceptable Emergency Purchase Explanation form.

A sample form for duplicating is located in the Sample Forms Appendix.

OBTAINING EMERGENCY AUTHORIZATION OUTSIDE NORMAL PURCHASING OFFICE HOURS

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

Process in the same manner as above.

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

EMERGENCY PURCHASE EXPLANATION FORM

EMERGENCY PURCHASE EXPLANANTION FORM

Emergency Purchase Order number assigned: PO#_____ on (Date) _____
Purchase Order number assigned by: (Name) _____, (Title)_____

Material or Services Purchased (General Description):

Nature of emergency affecting safety, health or welfare of the public. Be concise but describe the emergency completely:

Vendor: _____
Total Actual Cost of Emergency Purchase: $_____
Prepared By: (Name)_____
Department: _____
Date Prepared: _____

Attach receiving report or packing slip and any other supporting documentation and forward to the Town Administrator for review and approval. Once approved forward all documentation to the Accounts Payable Clerk for processing of the payment.

Approved by Town Administrator: _____ Date: _____

The new plan is in the Emergency Management Plan booklet that accompanies this packet

FARRAGUT BEER BOARD

Farragut Community Center
239 Jamestowne Blvd

February 8, 2024
5:55 PM

I. Approval of Minutes
   A. January 11, 2024

II. Beer Permit
   A. Approval of Class 6, Special Occasion Beer Permit for St. John Neumann Derby Auction

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

FARRAGUT BEER BOARD

Farragut Community Center
239 Jamestowne Blvd

January 11, 2024

Alderman Burnette, Chairman called the meeting to order at 5:55 PM. Members present; Mayor Williams, Alderman Burnette, Meyer, and Alderman White; Vice-Mayor Povlin was absent.

Approval of Minutes

Motion was made to approve the minutes of September 14, 2023, as presented. Moved by Alderman Meyer, seconded by Alderman White; voting yes; Mayor Williams, Aldermen Burnette, Meyer and White; no nays; Vice-Mayor Povlin was absent; motion passed.

Beer Permit

Approval of Class 3, On-Premise, Hotel/Motel Beer Permit for Hampton Inn, 11340 Campbell Lakes Dr.

Motion was made to approve the Class 3, On-Premise, Hotel/Motel Beer Permit for Hampton Inn, 11340 Campbell Lakes Dr. Moved by Alderman Meyer, seconded by Alderman White; voting yes; Mayor Williams, Aldermen Burnette, Meyer and White; no nays; Vice-Mayor Povlin was absent; motion passed.

_____

Drew Burnette, Chairman

_____

Allison Myers, Town Recorder

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

AGENDA NUMBER II.A. **MEETING DATE February 8, 2024**

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 6, Special Occasion Beer Permit for St. John Neumann Catholic Church Derby Auction Event

---

DISCUSSION:

St. John Newmann Catholic Church is planning a Derby Auction and is requesting a special event beer permit. The Town's Municipal Code governing special occasion beer permits is below.

Sec. 8-212. - Special occasion beer permit.

The special occasion beer permit request shall be made on such form as the board shall prescribe and/or furnish and shall be accompanied by a non-refundable application fee of one hundred dollars ($100.00).

(1) The beer board is authorized to issue a special occasion beer permit to bona fide charitable or nonprofit organizations for special events.

(2) The special occasion beer permit shall not be issued for longer than one (1) forty-eight-hour period, unless otherwise specified by the beer board, subject to the limitations on the hours, imposed by law.

(3) The application for the special occasion beer permit shall state whether the applicant is a charitable or nonprofit organization, include documents showing evidence of the type of organization, and state the location of the premise upon which alcoholic beverages shall be served and the purpose for the request of the license.

(4) For purposes of this section:

Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.

(5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.

(6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The St. John Newmann Catholic Church is a nonprofit organization and is requesting the permit for March 2, 2024, from 6:00-10:00 PM.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to approve the special occasion beer permit for the St. John Neumann Catholic Church Derby Auction Event, March 2, 2024.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

1. Reason for application: New Business ____ New Ownership ____ Name Change ____ Other ✓
2. Type of permit requested, please circle all that apply:

Class 1 On-Premise	Class 2 On-Premise, Other
Class 3 On-Premise, Hotel/Motel	Class 4 On-Premise, Tavern
Class 5 Off-Premise	Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) ST. JOHN NEUMANN CATHOLIC CHURCH + SCHOOL
4. Type of applicant (check one):
   Person ____ Firm ____ Corporation ____ Joint-Stock Company ____ Syndicate ____ Other ✓ NON-PROFIT
5. List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:
   /
6. Applicant's present home address: 9006 CANDLEWOOD DR. KNOXVILLE, TN 37923
7. Date of Birth 10/03/75 Home Telephone Number 865-696-1182
   Business Telephone Number 865-777-3410 Social Security Number
8. Representative Email Address: pwade@sjnknox.org
9. Under what name will the business operate? ~~ST. JOHN NEU~~ N/A
10. Business address N/A
    Business Telephone number N/A

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town: N/A

12. Information of any manager, other than the applicant:
    Name: _____ Birth Date: _____
    Address: N/A
    Phone Number: _____

13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ____Yes ___✓No. If yes, give particulars of each charge, court, and date convicted.

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? NO If so, specify, where, when, and why:

15. Name and address of property owner, if other than the business owner: N/A

16. What is the name and address of the Church (or other place of worship) nearest to your business? EVENT HELD ON OUR CHURCH/SCHOOL PROPERTY

17. What is the name and address of the school nearest to your business? SEE ANSWER TO #16

18. Special Occasion Event Name: STJN DERBY AUCTION
    Location of the special occasion event: 625 ST. JOHN CT., KNOX, TN 37934
    Event Date & Times: SAT. MARCH 2ND 6-10PM
    Representative name & phone number: PATRICK WADE 865-696-1182
    Have you received a special event permit to hold the event in the Town of Farragut? N/A

19. Tennessee Sales Tax Number:

20. Town of Farragut Business License Number N/A

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503.

I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records.

I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.

Patrick Wade

Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 12 day of January, 2024

Kristine Tiffany Roeck

Notary Public

My Commission Expires: 4-30-25

KRISTINE TIFFANY ROECK STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY MY COMMISSION EXPIRES APRIL 30, 2025

Notice: A non-refundable $250 fee must accompany this application. Any applicant making false statement in this application shall forfeit his/her permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of $100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

_____ _____

Beer Board Chairman Town Recorder

January 25, 2024
BMA MEETING MINUTES

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; In additional to staff and member of the press.

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Vice-Mayor Povlin, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of January 11, 2024, as presented. Moved by Alderman Meyer, seconded by Alderman White; voting yes, Mayor Williams, Aldermen Burnette, Meyer, and White; Vice-Mayor Povlin abstained; no nays; motion passed.

Mayor's Report

Bud McKelvey, Public Works Director, gave a recap of the snow event from Sunday January 14-24, 2024. Mayor Williams and other BMA members thanked the Public Works Department for their hard work during the event.

Ordinances

First Reading

Ordinance 24-02, Ordinance to amend the ARPA Fund Budget for Fiscal Year 2023-2024, passed by Ordinance 23-07

Motion was made to approve Ordinance 24-02 on first reading. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Business Items

Approval of Resolution R-2024-01, Appointment of Municipal Judge

Motion was made to approve Resolution R-2024-01, Appointment of G. Keith Alley as the Town of Farragut Municipal Judge. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Approval of bids and award of contract 2024-09, Stormwater Infrastructure Repairs

Motion was made to approve bids and award of Contract 2024-09 to Morgan Contracting, Inc. for the Alternative Bid of $1,471,352.90. Moved by Alderman White, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Rejection of bids for contract 2024-10, On-Call Speed Cushion Installation

Motion was made to reject all bids for Contract 2024-10, On-Call Speed Cushion installation. Moved by Alderman Burnette, seconded by Alderman Meyer. Ed Stone, 204 Admiral Road, expressed the need for the speed cushions on Admiral Road.

A substitute motion was made to approve the contract for speed cushions installation at Sonja Drive and Admiral Road. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer.

After much discussion a motion was made to table this agenda item until the February 8th meeting. Moved by Vice-Mayor Povlin, Seconded by Alderman Burnette; Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Approval of Pickleball Recommendations from the Parks & Athletics Council

Motion was made to approve the following activities:

Short-Term Activity

- McFee Park North Courts to be Tennis Only.
- McFee South Courts to be Pickleball only, except for high school tennis rentals.
- Permanent signs to be installed explaining this change in court use.

Medium-Term Activity

- Town of Farragut to work with architect to conduct a study location, timeline and overall cost for a dedicated and lighted Pickleball complex at Mayor Bob Leonard Park.

Long-Term Activity

- Based on the results of the study – build a dedicated and lighted Pickleball complex at Mayor Bob Leaonard Park.

Moved by Vice-Mayor Povlin, Seconded by Mayor Williams.

George Ellis, 12650 Brass Lantern Lane, spoke regarding the activities.

Roll call vote: Alderman Burnette, yes; Alderman Meyer, no; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed 4-1. Mayor Williams and Alderman White thanked the residents and Parks & Athletics council for the work done on this process.

Citizens Forum

George Ellis, 12650 Brass Lantern Lane, thanked the board for listening to the Brass Lantern residents and encouraged other neighborhoods to come forward with issues that are concerning in their neighborhood.

The meeting was adjourned at 7:15 PM.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

TOWN OF FARRAGUT

Report to the Board of Mayor and Aldermen
For the Year Ended June 30, 2023

Members of AICPA

PUGH CPAs

TSCPA
Members of the Tennessee Society
Of Certified Public Accountants

PUGH & COMPANY, P.C.
315 NORTH CEDAR BLUFF ROAD, SUITE 200
KNOXVILLE, TENNESSEE 37923
TELEPHONE 865-769-0660
FAX 865-769-1660
www.pughcpas.com

January 31, 2024

Board of Mayor and Aldermen
Town of Farragut
Farragut, Tennessee

We are pleased to present this report related to our audit of the financial statements of the Town of Farragut (the "Town") as of and for the year ended June 30, 2023. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the Town's financial reporting process.

This report is intended solely for the information and use of the Board of Mayor and Aldermen and management, and is not intended to be, and should not be, used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to be of service to the Town of Farragut.

Pugh & Company, P.C.
Certified Public Accountants
Knoxville, Tennessee

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REQUIRED COMMUNICATIONS

Auditing standards generally accepted in the United States of America (AU-C 260, *The Auditor's Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Our Responsibilities With Regard to the Financial Statement Audit

Our responsibilities under[auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States, have been described to you in our engagement letter dated April 27, 2023. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

Overview of the Planned Scope and Timing of the Financial Statement Audit

We have issued a separate communication dated April 27, 2023 regarding the planned scope and timing of our audit and identified significant risks.

Accounting Policies and Practices

Preferability of Accounting Policies and Practices
Under accounting principles generally accepted in the United States of America, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice.

Adoption of, or Change in, Accounting Policies
Management has the ultimate responsibility for the appropriateness of the accounting policies used by the Town. The Town did not adopt any significant new accounting policies, nor have there been any changes in existing significant accounting policies during the current period.

Significant Accounting Policies
We did not identify any significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Unusual Transactions
We did not identify any significant unusual transactions.

Management's Judgments and Accounting Estimates
Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached Summary of Significant Accounting Estimates.

Audit Adjustments and Uncorrected Misstatements

Audit adjustments, other than those that are clearly trivial, proposed by us and recorded by the Town are shown in the attached Summary of Recorded Audit Adjustments.

We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

Other Information Included in Annual Reports

Our responsibility for other information included in annual reports is to read the information and consider whether its content or the manner of its presentation is materially inconsistent with the financial information covered by our auditor's report, whether it contains a material misstatement of fact or whether the other information is otherwise misleading. We read the Management's Discussion and Analysis and Transmittal Letter prepared by the Town. We did not identify material inconsistencies with the audited financial statements.

Observations About the Audit Process

Disagreements With Management
We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Consultations With Other Accountants
We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed With Management
No significant issues arising from the audit were discussed or were the subject of correspondence with management.

Significant Difficulties Encountered in Performing the Audit
We did not encounter any significant difficulties in dealing with management during the audit.

Difficult or Contentious Matters That Required Consultation
We did not encounter any significant and difficult or contentious matters that required consultation outside the engagement team.

Shared Responsibilities for Independence

Auditor independence is a joint responsibility and is managed most effectively when management, audit committees (of their equivalents), and audit firms work together in considering compliance with American Institute of Certified Public Accountants (AICPA) and *Government Accountability Office* (GAO) independence rules. For Pugh CPAs (Pugh) to fulfill its professional responsibility to maintain and monitor independence, management, the Board of Mayor and Aldermen, and Pugh each play an important role.

Our Responsibilities

- AICPA and GAO rules require independence of mind and in appearance when providing audit and other attestation services. Pugh is to ensure that AICPA and GAO's General Requirements for performing non-attest services are adhered to and included in all letters of engagement.
- Maintain a system of quality control over compliance with independence rules and firm policies.

The Town's Responsibilities

- Timely inform Pugh, before the effective date of transactions or other business changes, of the following:
  - New affiliates, directors, or officers.
  - Changes in the organization structure or the reporting entity impacting affiliate such as related entities, investments, joint ventures, component units, and jointly governed organizations.
- Provide necessary affiliate information such as new or updated investment structure charts, as well as financial information required to perform materiality calculations needed for making affiliate determinations.
- Understand and conclude on the permissibility, prior to the Town and its affiliates, officers, directors, or persons in a decision-making capacity, engaging in business relationships with Pugh.
- Not entering into arrangements of nonaudit services resulting in Pugh being involved in making management decisions on behalf of the Town.
- Not entering into relationships resulting in close family members of Pugh covered persons, temporarily or permanently acting as an officer, director, or person in an accounting or financial reporting oversight role at the Town.

Internal Control Matters

We have separately communicated significant deficiencies and material weaknesses in internal control over financial reporting identified during our audit of the financial statements. This communication is included in the bound financial statements.

Significant Written Communications Between Management and Our Firm

Copies of significant written communications between our firm and the management of the Town, including the draft representation letter provided to us by management, are attached as Exhibit A.

SIGNIFICANT ACCOUNTING ESTIMATES

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events, and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. The following summarizes the significant accounting estimates reflected in the Town's June 30, 2023 financial statements.

Significant Accounting Estimates	
Depreciation of Capital Assets	
Accounting Policy	Depreciation expense is calculated using the straight-line method over the estimated useful lives of the assets as determined by management.
Management's Estimation Process	Estimated useful lives are based upon prior experience and use of the asset as well as industry standards for similar assets.
Basis for Our Conclusion on the Reasonableness of the Estimate	We have reviewed the estimated useful lives used by management and compared them to industry standards for similar assets.
Net Pension Asset / Liability & Other Postemployment Benefit Liabilities (OPEB)	
Accounting Policy	The net pension asset/liability and OPEB liabilities are recorded at the amount determined by an actuarial valuation as of the measurement date.
Management's Estimation Process	The Town's single employer defined benefit plan and single employer OPEB plan's actuarial reports were prepared by actuarial firm hired by the Town.
Basis for Our Conclusion on the Reasonableness of the Estimate	We reviewed the actuarial information for the Town's single employer defined benefit plan and OPEB, as prepared by the actuaries and the underlying assumptions used for reasonableness.

SUMMARY OF RECORDED AUDIT ADJUSTMENTS

Entry	Description	Debit	Credit
1.	To adjust net pension liability, deferred outflows and deferred inflows.		
	Deferred Pension Outflows	$ 27,866	
	Deferred Pension Inflows	16,664	
	Net Position	37,554	
	Net Pension Liability		$ 82,084
	Total	$ 82,084	$ 82,084
2.	To correct fund balance accounts classified as liabilities.		
	Fund Balance	$ 496,598	
	Due to Other Funds		$ 496,598
	Total	$ 496,598	$ 496,598
3.	To correct capital projects fund.		
	Fund Balance	$ 390,939	
	Cash		$ 390,939
	Total	$ 390,939	$ 390,939
4.	To adjust general fund lessor activity.		
	Lease Receivable	$ 441,704	
	Deferred Inflows - Leases		$ 426,592
	Fund Balance		15,112
	Total	$ 441,704	$ 441,704

EXHIBIT A

Significant Written Communications Between Management and Our Firm

Draft of Management Representation Letter

Pugh & Company
Certified Public Accountants
P.O. Box 31409
Knoxville, Tennessee 37930-1409

This representation letter is provided in connection with your audit of the primary government basic financial statements of Town of Farragut, Tennessee (the “Town") as of and for the year ended June 30, 2023 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, through the date of this letter:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated April 27, 2023, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation and maintenance of controls to prevent and detect fraud.
4. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of U.S. GAAP, and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.
5. Related-party transactions have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
6. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.
7. The Town followed either its established accounting policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or followed paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes.
8. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.
9. All events subsequent to the date of the financial statements, and for which U.S. GAAP requires adjustment or disclosure, have been adjusted or disclosed.
10. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
11. Management has followed applicable laws and regulations in adopting, approving and amending budgets.
12. Capital assets, including infrastructure, intangible assets, and right of use assets are properly capitalized, reported and, if applicable, depreciated.
13. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.

14. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

15. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

16. The Town's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and appropriately disclosed and that net position is properly recognized under the policy.

17. We have no direct or indirect legal or moral obligation for any debt of any organization, public or private, that is not disclosed in the financial statements.

18. We have complied with all aspects of laws, regulations and provisions of contracts and agreements that would have a material effect on the financial statements in the event of noncompliance.

19. We have reviewed the GASB Statements effective for the fiscal year ending June 30, 2023, and concluded the implementation of the following Statements did not have a material impact on the basic financial statements: GASB Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITA)*.

20. We have no knowledge of any uncorrected misstatements in the financial statement.

21. We have requested an unsecured electronic copy of the auditor's report and basic financial statements and agree that the auditor's report basic financial statements will not be modified in any manner.

Information Provided

22. We have provided you with:

    a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation and other matters.

    b. Additional information that you have requested from us for the purpose of the audit.

    c. Unrestricted access to persons within the Town from whom you determined it necessary to obtain audit evidence.

    d. Minutes of the meetings of the Board of Mayor and Aldermen, or summaries of actions of recent meetings for which minutes have not yet been prepared.

23. All transactions have been recorded in the accounting records and are reflected in the basic financial statements.

24. We have disclosed to you the results of our assessment of risk that the basic financial statements may be materially misstated as a result of fraud.

25. It is our responsibility to establish and maintain internal control over financial reporting. One of the components of an entity's system of internal control is risk assessment. We hereby represent that our risk assessment process includes identification and assessment of risks of material misstatement due to fraud. We have shared with you our fraud risk assessment, including a description of the risks, our assessment of the magnitude and likelihood of misstatements arising from those risks, and the controls that we have designed and implemented in response to those risks.

26. We have no knowledge of allegations of fraud or suspected fraud affecting the Town's basic financial statements involving:

    a. Management.

    b. Employees who have significant roles in internal control.

    c. Others where the fraud could have a material effect on the basic financial statements.

27. We have no knowledge of any allegations of fraud or suspected fraud affecting the Town's basic financial statements received in communications from employees, former employees, analysts, regulators, or others.

28. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations.

29. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.

30. We have disclosed to you the identity of all of the Town's related parties and all the related-party relationships and transactions of which we are aware.

31. We have informed you of all deficiencies in internal control over financial reporting, including significant deficiencies or material weaknesses, in the design or operation of internal controls that could adversely affect the Town's ability to record, process, summarize and report financial data.

32. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

33. We agree with the findings of the specialist in evaluating the actuary reports for pensions and other postemployment benefits and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give instructions, or cause any instructions to be given, to the specialist with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialist.

34. We believe that the actuarial assumptions and methods used by the actuary for funding purposes and for determining accumulated Plan benefits are appropriate in the circumstances.

35. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Supplementary Information

36. With respect to supplementary information presented in relation to the basic financial statements as a whole:

    a. We acknowledge our responsibility for the presentation of such information.

    b. We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP.

    c. The methods of measurement or presentation have not changed from those used in the prior period.

    d. When supplementary information is not presented with the audited basic financial statements, we will make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

37. With respect to the Required Supplementary Information presented as required by Governmental Accounting Standards Board to supplement the basic financial statements:

    a. We acknowledge our responsibility for the presentation of such required supplementary information.

    b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP.

    c. The methods of measurement or presentation have not changed from those used in the prior period.

Compliance Considerations

In connection with your audit conducted in accordance with *Government Auditing Standards*, we confirm that management:

38. Is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework.

39. Is responsible for compliance with the laws, regulations and provisions of contracts and grant agreements applicable to the auditee.

40. Is not aware of any instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements.
41. Is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
42. Acknowledges its responsibility for the design, implementation and maintenance of controls to prevent and detect fraud.
43. Has a process to track the status of audit findings and recommendations.
44. Has identified for the auditor previous audits, attestation engagements and other studies related to the objectives of the audit and whether related recommendations have been implemented.
45. Is not aware of any investigations or legal proceedings that have been initiated with respect to the period under audit.
46. Has provided views on the auditor's reported findings, conclusions and recommendations, as well as management's planned corrective actions, for the report.
47. Acknowledges its responsibilities as it relates to non-audit services performed by the auditor, including that it assumes all management responsibilities; that it oversees the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge or experience; that it evaluates the adequacy and results of the services performed; and that it accepts responsibility for the results of the services.

In connection with your audit of federal awards conducted in accordance with Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), we confirm:

48. Management is responsible for complying, and has complied, with the requirements of Uniform Guidance.
49. Management is responsible for understanding and complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of its federal and state programs.
50. Management is responsible for the design, implementation, and maintenance, and has designed, implemented and maintained, effective internal control over compliance for federal and state programs that provides reasonable assurance that the auditee is managing federal awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state award that could have a material effect on its federal and state programs.
51. Management is responsible for the preparation of the schedule of expenditures of federal awards and state financial assistance, acknowledges and understands its responsibility for the presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance; believes the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; asserts that methods of measurement or presentation have not changed from those used in the prior period, or if the methods of measurement or presentation have changed, the reasons for such changes have been communicated; and is responsible for any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.
52. Management will make the audited financial statements readily available to the intended users of the schedule no later than the issuance date by the entity of the schedule of expenditures of federal awards and state financial assistance.
53. Management has identified and disclosed all of its government programs and related activities subject to the Uniform Guidance compliance audit.
54. Management has identified and disclosed to the auditor the requirements of federal and state statutes, regulations, and the terms and conditions of federal and state awards that are considered to have a direct and material effect on each major program.

55. Management has made available all federal and state awards (including amendments, if any) and any other correspondence relevant to federal and state programs and related activities that have taken place with federal and state agencies or pass-through entities.
56. Management has identified and disclosed to the auditor all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal and state awards or stated that there was no such noncompliance.
57. Management believes that the auditee has complied with the direct and material compliance requirements.
58. Management has made available all documentation related to compliance with the direct and material compliance requirements, including information related to federal and state program financial reports and claims for advances and reimbursements.
59. Management is aware of no communications from federal and state awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
60. There are no findings and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
61. There are no subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.
62. Management has disclosed all known noncompliance with direct and material compliance requirements occurring subsequent to the period covered by the auditor's report or stated that there were no such known instances.
63. Management has disclosed whether any changes in internal control over compliance or other factors that might significantly affect the entity's system of internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditor's report.
64. Federal and state program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.
65. The copies of federal and state program financial reports provided to the auditor are true copies of the reports submitted, or electronically transmitted, to the federal agency or pass-through entity, as applicable.
66. The reporting package does not contain protected personally identifiable information.
67. Management has accurately completed the appropriate sections of the data collection form.

Town of Farragut

David Smoak, Town Administrator

Allison Myers, Town Recorder / Treasurer

AGENDA NUMBER V.A.1. **MEETING DATE February 8, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 24-02, Ordinance to amend the ARPA Fund Budget for Fiscal Year 2023-2024, passed by Ordinance 23-07

INTRODUCTION:

The purpose of this agenda item is to approve Ordinance 24-02 on second and final reading to amend the Fiscal Year 2024 ARPA Fund Budget.

DISCUSSION:

The **ARPA Fund Budget** will be amended by increasing the appropriated expenditures from $8,900,000 to $9,371,353, an increase of $471,353. This amendment is needed to budget for the additional expenditure required for the stormwater infrastructure repair project. Please refer to Attachment A for the ARPA Fund budget and ending balance of $952,126.

FINANCIAL SECTION: ARPA Fund Budget

Account Number: ARPA Fund

FY2024 Amended Budget

Expenditures	Requested Amendment	FY2024 Amended Budget
$8,900,000	$471,353	$9,371,353

Approved By: A. Myers

RECOMMENDATION BY: Allison Myers, Town Recorder/Treasurer, for approval.

PROPOSED MOTION: Motion to approve Ordinance 24-02 on second and final reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

VOTE/TOTAL	BURNETTE	MEYER	POVLIN	WHITE	WILLIAMS
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE	24-02
PREPARED BY	Myers
1ST READING	January 25, 2024
2ND READING	February 8, 2024
PUBLISHED IN	Farragut Press
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE FISCAL YEAR 2023-2024 ARPA FUND BUDGET, PASSED BY ORDINANCE 23-07

WHEREAS, the Town of Farragut adopted the fiscal year 2023-24 budget by passage of Ordinance Number 23-07 on June 8, 2023; and

WHEREAS, pursuant to the Tennessee State Constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, expenses for the General Fund budget will be greater than budgeted; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2023-2024 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 23-07 is hereby amended by:

DISCUSSION:

The **ARPA Fund Budget** will be amended by increasing the appropriated expenditures from $8,900,000 to $9,371,353, an increase of $471,353. This amendment is needed to budget for the additional expenditure required for the stormwater infrastructure repair project.

SECTION 2. The Board of Mayor and Aldermen authorizes the Town Recorder to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect after its final passage and publication, the public welfare requiring it.

_____

Ron Williams, Mayor

_____

Allison Myers, Town Recorder

ARPA Fund-316

		FY2021-22 Actual	FY2022-23 Budget	FY2022-23 Estimated	FY2023-24 Approved	FY2023-24 Amended
	Beginning Balance	**0**	**3,353,590**	**3,353,590**	**6,465,216**	**6,465,216**
316	**Revenues**					
33193	Federal ARPA Grant 1	3,527,626	0	0	0	0
33194	Federal ARPA Grant 2	0	3,527,626	3,527,626	0	0
36190	Interest	6,707	0	120,000	70,000	119,106
34840	TDEC Non-Competitive Grant-Design Services	0	0	0	893,445	893,445
34840	Grant-Construction Services **(Stormwater**	0	0	0	828,121	828,121
	ARP Competative Grant	0	0	0	0	2,017,591
	Total Revenues	**$3,534,333**	**$3,527,626**	**$3,647,626**	**$1,791,566**	**$3,858,263**

		FY2021-22 Actual	FY2022-23 Budget	FY2022-23 Estimated	FY2023-24 Approved	FY2023-24 Amended
	Expenditures					
41830-9210	Town Hall Building Improvements	0	1,000,000	0	2,500,000	4,000,000
41830-9311	Stormwater Parking Facilities	47,113	0	0	2,100,000	2,100,000
41991-1150	Essential Personnel Pay	120,850	190,000	36,000	0	0
41991-1320	Vaccine Incentive Program	12,780	0	0	0	0
41992-9450	Broadband Infrastructure	0	100,000	100,000	1,200,000	1,200,000
43150-4810	Stormwater Master Plan	0	0	400,000	600,000	600,000
43150-9340	Stormwater Improvements	0	1,000,000	0	1,000,000	1,471,353
	Total Expenditures	**$180,743**	**$2,290,000**	**$536,000**	**$7,400,000**	**$9,371,353**
	Ending Balance	**3,353,590**	**4,591,216**	**6,465,216**	**856,782**	**952,126**

AGENDA NUMBER VI.B.1. **MEETING DATE:** **February 8, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 23-20, an ordinance on first reading to amend the Farragut Zoning Map to rezone the property located at 209 N. Watt Road from R-1 to C-1, 1.70 Acres (Debra Wilkerson, Applicant)

INTRODUCTION AND BACKGROUND: This item involves a rezoning request for a parcel along N. Watt Road to the north of the Rural Metro fire station. The property is currently zoned Rural Residential (R-1) and is 1.70 acres. There are two occupied homes on the property and some accessory structures. To the north of the property is Mayor Bob Leonard Park which is zoned Open Space/Park (OS-P) and to the west is property that is zoned General Commercial (C-1) and has been conditionally approved for a grocery store.

DISCUSSION: On the Future Land Use Map (FLUM), the property that is the subject of this rezoning request is shown as Parks and Recreation. When the Watt Road corridor community visioning workshop was conducted, some amendments were made to the FLUM based on citizen input. Some of the properties adjacent to MBLP were given a Parks and Recreation land use designation. Those properties, including the subject property, were previously shown as a Medium Density Residential land use.

To make the FLUM consistent with the applicant's rezoning request, a resolution to amend the FLUM designation for the property from Parks and Recreation to Commercial will be presented to the Planning Commission for a vote at their next meeting on February 15. During a workshop discussion at the December Planning Commission meeting, Commissioners expressed support for the FLUM amendment.

RECOMMENDATION: The applicant's request to rezone the property to General Commercial (C-1) would be compatible with how the properties to the west, south, and east (east side of N. Watt Road) are currently zoned. At their meeting on December 21, 2023, the Planning Commission unanimously recommended approval of the rezoning reflected in Ordinance 23-20. Community Development Director, Mark Shipley, recommends approval of Ordinance 23-20 on first reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	MEYER	WHITE	POVLIN	BURNETTE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	

farragut

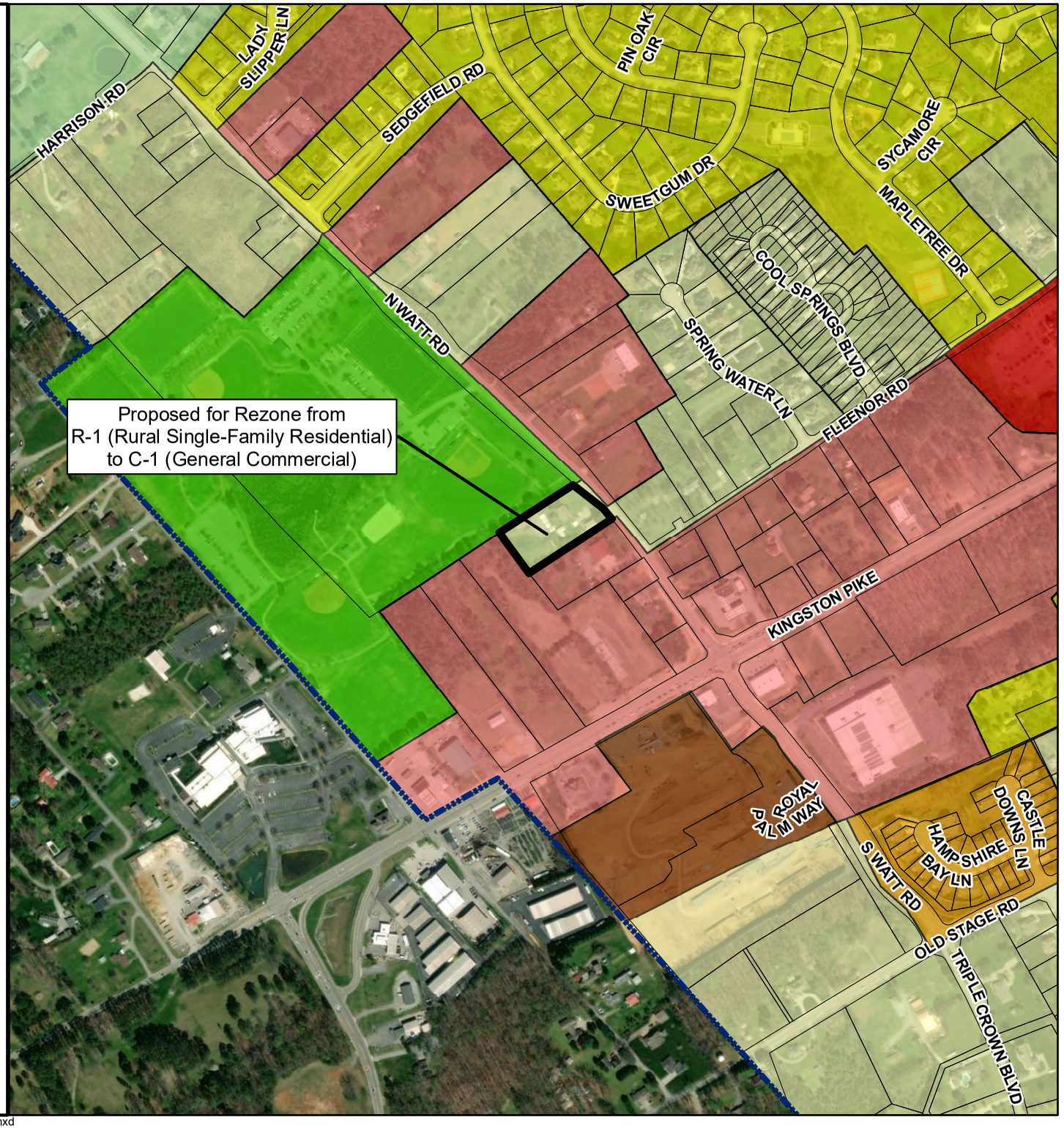
Exhibit A
Ordinance 23-20

Rezone of 209 N. Watt Road
Parcel 151 031, Tax Map 151

Proposed for Rezone from
R-1 (Rural Single-Family Residential)
to C-1 (General Commercial)

Legend

- Parcels
- Subject Area
- A, Agricultural
- OS-P, Open Space/Park
- R-1, Rural Single-Family Residential
- R-2, General Single-Family Residential
- R-4, Attached Single-Family Residential
- R-1/OSR, Open Space Residential Overlay
- C-1, General Commercial
- C-1-3, General Commercial, Three Stories
- PCD, Planned Commercial Development



1 in = 560 ft

Document Path: G:\Farragut\Map Documents\2023\Ordinance-23-20 Zoning.mxd

ORDINANCE: **23-20**
PREPARED BY: **Shipley**
REQUESTED BY: **Debra Wilkerson**
CERTIFIED BY FMPC: **December 21, 2023**
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

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

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

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning the property located at 209 N. Watt Road from Rural Single-Family Residential (R-1) to General Commercial (C-1) (See Exhibit A).

SECTION 2.

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

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2023, with approval recommended by the Farragut Municipal Planning Commission (FMPC).

_____
Scott Russ, Chairman

_____
Shannon Preston, Secretary

RESOLUTION PC-23-14

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF THE PROPERTY LOCATED AT 209 N. WATT ROAD FROM RURAL SINGLE-FAMILY RESIDENTIAL (R-1) TO GENERAL COMMERCIAL (C-1)

WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on December 21, 2023;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval of Ordinance 23-20 to the Farragut Board of Mayor and Aldermen, an ordinance amending the Farragut Zoning Ordinance and Map, Ordinance 86-16, by rezoning the above noted property.

ADOPTED this 21st day of December 2023.

_____
Scott Russ, Chairman

_____
Shannon Preston, Secretary

AGENDA NUMBER VII.A. MEETING DATE February 8, 2024

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of 2024 Forget Me Not Race

INTRODUCTION AND BACKGROUND: Included in your packet is a request for approval of an Event application for the Forget Me Not race. Proceeds from the event will benefit the Pat Summit Clinic at the University of Tennessee Medical Center. The event is scheduled for the morning of April 13, 2024, and is anticipated to have over 700 participants.

DISCUSSION: The event is being presented to the Board of Mayor and Aldermen because of the use of the streets within Village Green subdivision.

Portable restrooms and one water station will be provided, and volunteers will be responsible for defining the race route and cleaning up after the event. The Knox County Sheriff's Department will help provide traffic control and a nurse will be present for any medical issues.

RECOMMENDATION: Staff recommends approval of the event subject to proper notification to any affected entities and the provision of adequate traffic control. As noted above, the applicant is proposing to use volunteers to mark the course.

PROPOSED MOTION: To approve an Event Application on April 13, 2024, involving use of the Town's public rights of ways and pedestrian facilities for the Forget Me Not 5K for Alzheimer's benefitting the Pat Summit Clinic.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	BURNETTE	MEYER	WHITE	POVLIN
YES	_____	_____	_____	_____	_____
NO					
ABSTAIN					

Farragut
Special Event Permit Application
BP-2024-39

Submitted by Troy Degges
drewdegges19@gmail.com
(865) 337-1885

Address of Proposed Work: **11433 KINGSTON PIKE**

City: **FARRAGUT** State: **TN** Zip: **37934**

Contact Information

Applicant's Contact Information

Title: First Name: **Troy** Last Name: **Degges** Suffix:

Business Name: **Forget Me Not Race**

Mailing Address:

City: State: _ Zip:

Email Address: **drewdegges19@gmail.com**

Cell Phone: Work Phone: Home Phone: **(865) 337-1885**

Contractor's Contact Information

Title: First Name: _ Last Name: Suffix:

Business Name:

Mailing Address:

City: State: **TN** Zip:

Email Address:

Cell Phone: Work Phone: Home Phone:

Property Owner's Contact Information

Title: First Name: _ Last Name: Suffix:

Business Name:

Mailing Address:

City: State: **TN** Zip:

Email Address:

Cell Phone: Work Phone: Home Phone:

Application Questionnaire (* denotes required question)

Special Event

Provide law enforcement contact for day of event.	Brad Hall
Will you have a solid waste dumpster?	No
Event Start Time	6:30 AM
Type of Event *	Race
Start Date of Event *	4/13/2024
Will you have portable Sanitary Facilities?	Yes

Copy of Insurance must be uploaded.
I HEREBY UNDERSTAND AND AGREE TO THE STATED REQUIREMENTS ABOVE.

Event Setup Time	6:00 AM
Will you need any public street closures? Please Note: Any public street closures must go before Board of Mayor and Aldermen for approval	No
Name of Event *	Forget Me Not Race
Is food being served?	No
Will you have any other Air Supported Structures? UPLOAD LOCATION DRAWING IN FILE UPLOAD SECTION.	No
Is event private or open to the public? *	Open to the public
If this event is a parade/sporting event, where is the route, staging, and disbanding areas? UPLOAD DRAWING IN FILE UPLOAD SECTION	
Do you want this event advertised on VisitFarragut.org?	Yes
Will you need Temporary Power? PROVIDE LOCATION DRAWING IN FILE UPLOAD SECTION.	No
How many Officers?	2
How many people do you expect?	700
From what time to what time?	8am-10am

Brief Description of Event *	The 14th Annual Forget Me Not race to benefit Alzheimers research through the Pat Summitt Foundation at the Pat Summitt Clinic at UT Medical Center
Will any Public Parks/Facilities be used in your event? * Please note that use of any public parks/facilities must be approved by the Farragut Parks and Recreation Department prior to applying for this permit. Please call 865-966-7057 for approval before proceeding with this permit.	No
Will you have Security/Police Officers at your event? Please note: The Town of Farragut does not provide Security or Police Officers.	Yes
Will alcoholic beverages be served? *	No
Have you applied for an insurance certificate of general liability insurance? * Naming the Town of Farragut, its employees and agents as additionally insured.	Yes
Will there be any temporary structures/stages? Upload Location in File Upload Section.	No
In case of Rainout, state cancellation date and time: (EXAMPLE-EVENT IS AT 2:00PM ON SATURDAY, RAINOUT CANCELLATION IS AT 1:00 PM SATURDAY OR POSTPONEMENT IS UNTIL 4:00 PM)	Event is on rain or shine
Event End Time	12:00 PM
Will you have any Fire Officers/Apparatus at your event?	No

A Signed Letter of Approval from Property Owner must be uploaded in the document uploads section.	18278
Will you have any Emergency Medical Personnel/Apparatus On-Site? Please Note: The Town of Farragut does not provide Emergency Medical Personnel/Apparatus.	No
Event Teardown Time	12:00 PM
Will there be music, live or otherwise?	No
Will you have Bounce Houses?	No
Will you have Tents? If Yes, please list tents in order from largest to smallest.	No
Where are the parking areas located? INCLUDE DRAWING IN FILE UPLOAD SECTION.	
Name of Sanitary Facility Vendor:	United Rentals
End Date of Event	4/13/2024
Will there be any animals at the event?	


12:34
5G
NORMAL
HYBRID
SATELLITE
Seasons Innovative Bar & Grille
HERRON RD
BRIAR GATE LN
BANCROFT LN
RUSSFIELD DR
Campbell Station Park
CLOVER FORK DR
BERMUDA DR
NASSAU DR
BORING RD
Kohl's
PETERSON RD
GERONIMO RD
FEDERAL BLVD
NHC Place Farragut
Maps
Legal
SUGARWOOD


Kingston Pike

AGENDA NUMBER **VII.B.** **MEETING DATE** **February 8, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Eric Schindler, Assistant Town Engineer

SUBJECT: Rejection of Bids for 2024-10 On-Call Speed Cushion Installation Contract

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INTRODUCTION: The purpose of this item is the rejection of all received bids due to excessive cost.

BACKGROUND:

Sonja Drive, Admiral Road, and St. John Court are approved for Traffic Calming Speed Cushion installation in accordance with the Town of Farragut Traffic Calming Policy. The next step in the process is the scheduling of the Asphalt Speed Cushion installation. A bid reading for Contract 2024-10 On-Call Speed Cushion Installation was held 11/29/2023, but no bids were received. Contract 2024-10 was advertised again, and a new bid reading took place 1/9/2024, with two bids received. The bid tabulation is shown in the table below. The bids were presented to the Board of Mayor and Alderman 1/25/2024 and a motion was made to investigate completing Sonja Drive and Admiral Road under PRI's bid amounts (at a cost of $156,500), but to withhold moving forward on St. John Court. The Board voted to table the agenda item until the following meeting (2/8/2024).

Table 1. January 9, 2024 Bid Tabulation for Contract 2024-10

		PRI (Bid DOES include installation of signage)	**APAC - Atlantic, INC. (BID Does NOT include installation of Signage)**
1.1	Minimum Charge - NORMAL Response Time	$2,500	$10,500
2.1	84" x 144" Speed Cushion Materials (Detail Exhibit A). Price Per Speed Cushion	$5,500	$1,400
2.2	84" x 144" Speed Cushion Labor and Overhead (Detail Exhibit A). Price Per Speed Cushion	$5,500	$8,000
2.3	72" x 144" Speed Cushion Materials (Detail Exhibit B). Price Per Speed Cushion	$5,500	$1,300
2.4	72" x 144" Speed Cushion Labor and Overhead (Detail Exhibit B). Price Per Speed Cushion	$5,500	$8,000

Based on the bids received, the cost to install the asphalt speed cushions at each location would be as follows:

Table 2. Installation Cost Per Location

	PRI	APAC – Atlantic INC.
Sonja Drive (8 Speed Cushions)	$88,000	$75,200
Admiral Road (6 Speed Cushions)	$66,000	$56,400
St. John Court (12 Speed Cushions)	$132,000	$112,800
Bid Line Item 1.1 Minimum Charge Per work order	$2,500	$10,500
Total Cost	$288,500	$254,900

*Notes: The prices shown for each road do not include Line Item 1.1 Minimum Charge Per Work Order. The Total Cost is the price to complete all three locations and includes Line Item 1.1. The APAC – Atlantic INC. bid amounts do not include installation of the necessary signage, but the PRI bid was fully turn-key and included signage purchase and installation.

If the bids received for the 2024-10 On-Call Speed Cushion Installation are rejected, there are four options to consider.

- Consider rubber bolt-down speed cushions similar to those installed on Thornton Drive and Clover Fork Drive. Staff has obtained quotes indicating cushions for all three roads (Sonja Drive, Admiral Road, and St. John Court) would cost approximately $22,000 plus staff time to install with a product delivery timeframe of 1-3 weeks.
- Consider adding asphalt speed cushions to the Annual On-Call Roadway Maintenance Contract, which will begin July 1, 2024.
- Consider terminating the current maintenance contract (held by PRI, Inc., which runs through June 30, 2024) and rebid immediately with asphalt speed cushions included. If we receive a reasonable bid, this might allow installation as early as mid to late April, primarily being weather dependent. While this potentially expedites installation by up to three months, it might be considered poor business practice and could still result in similar excessive bids for the asphalt speed cushions.

The initial estimate for the installation of six (6) speed cushions on Admiral Road and eight (8) speed cushions on Sonja Drive as part of a single work order was $156,500. Based on the bids received, staff is recommending rejection of the bids.

RECOMMENDATION BY: Eric Schindler, Assistant Town Engineer to reject all bids.

PROPOSED MOTION: Reject bids for the 2024-10 On-Call Speed Cushion Installation Contract.

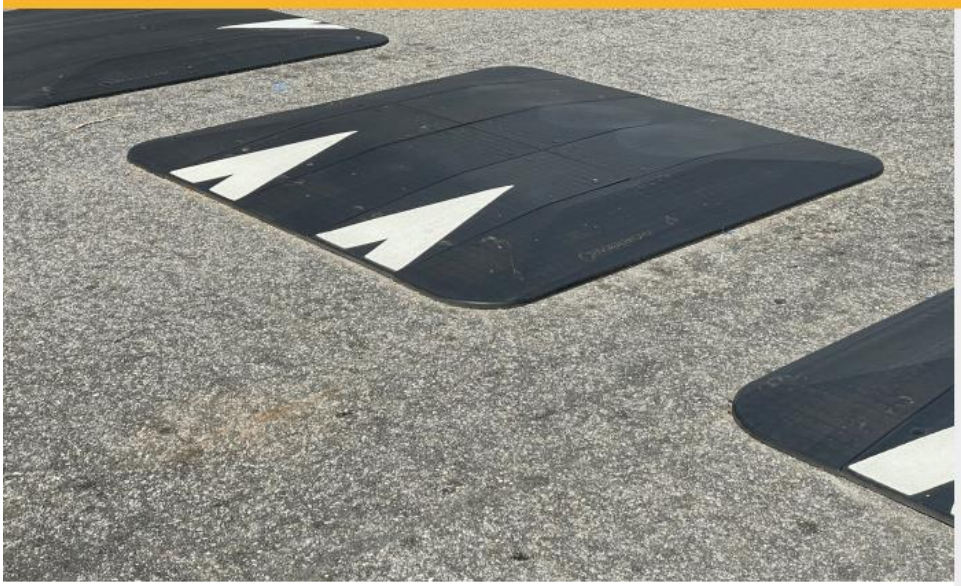
BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	BURNETTE	MEYER	POVLIN	WHITE	WILLIAMS
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Additional Information:

RubberForm SPEED CUSHIONS



Key Features

- Easy to install, remove, and relocate
- Injection molded
- Modular design for custom widths or lengths
- Versatile arrow configurations
- Can be straddled by emergency vehicles
- Only speed cushion manufactured in the USA
- Made with 100% American recycled composite material

RubberForm's Speed Cushion is injection molded with our Next-Gen Recycled Composite Material that combines recycled rubber and plastic that is proven to outlast the compression molded scrap tire rubber cushions that are available on the market today.

By using this new technology and recycled composite material on our new speed cushion, RubberForm's development team was able to reduce its weight and make installation drastically easier and more efficient.

RubberForm's standard speed cushions are made up of 10 individual sections that are securely connected with our specially designed dual lange connectors. Each cushion can have as many white arrows as needed that are inlayed with a reflective thermoplastic retro material, 3 arrows meet the MUTCD standard.

Made in the USA

100% Recycled Material

Models

RF-SCLC

- Speed cushion left corner
- 18 lbs
- 3"H x 15-1/4"W x 40"L

RF-SCRC

- Speed cushion right corner
- 18 lbs
- 3"H x 15-1/4"W x 40"L

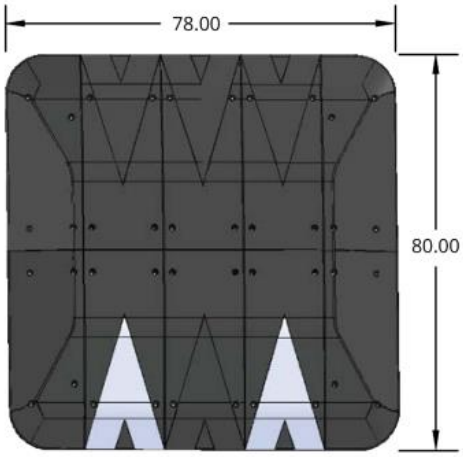
RF-SCRP

- Speed cushion ramp – no arrow
- 26 lbs
- 3"H x 16"W x 40"L

RF-SCRPA

- Speed cushion ramp with arrow
- 28 lbs
- 3"H x 16"W x 40"L





RUBBERFORM®
RECYCLED PRODUCTS, LLC

Specifications

- 78"W x 80"L – Standard 10 piece system
- Available with all black or up to 6 white arrowheads

Properties

- Hardness:
  85 (min) - 90 (max) Shore A
- Specific Gravity:
  1.000 (min) - 1.150 (max)
- Tensile Strength:
  500 (min) - 900 (max) psi
- Elongation:
  225% (min) - 300% (max)

Hardware Kit

RF-SCHWK10

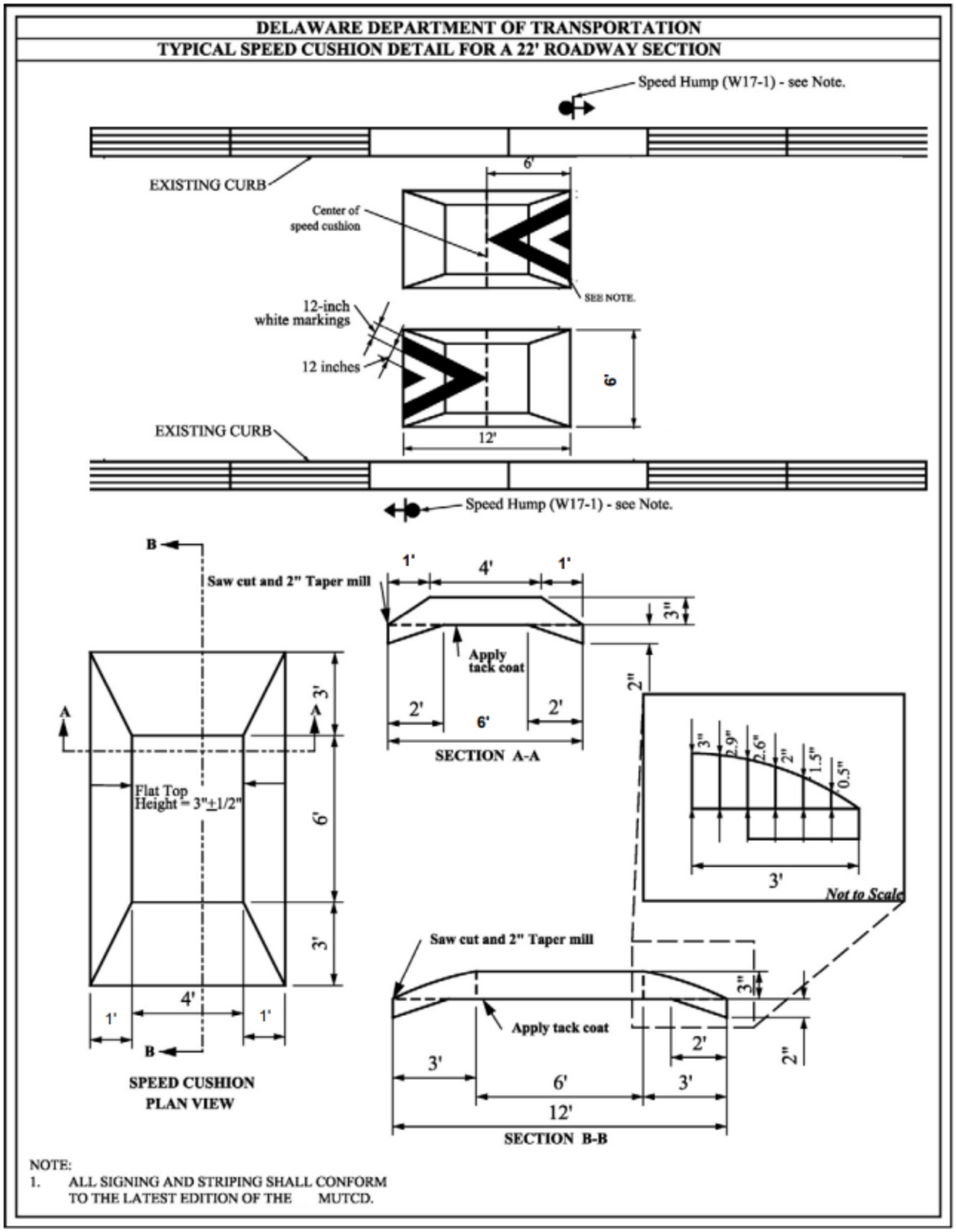
- 10 piece Speed Cushion Hardware Kit
- 40 - Lag Bolts: 10mm x 120mm
- 40 - Washers
- 40 - Anchors
- 40 - Black Caps
- 24 - Dual Flange Connector

RF-SCRT

- 2 Part Epoxy Resin

RF-SCRDG

- Resin Dispensing Gun



Asphalt Speed Hump Detail Sheet

AGENDA NUMBER VII. C. **MEETING DATE February 8, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl Smith, PE

SUBJECT: Approval of Professional Services Agreement with O.R. Colan Associates, LLC for Acquisition Services on Sonja Drive/Admiral Road Sidewalk Project

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INTRODUCTION: The purpose of this item is the approval of an agreement for acquisition of Right of Way and easements for the Sonja Drive/Admiral Road sidewalk project

BACKGROUND: One Critical Success Factor in the Town's Strategic Plan is "Connecting our Community with Excellent Parks, Greenways, Trails, Sidewalk and Recreation Programs," and the Town's Capital Investment Program includes a project to add sidewalk on Sonja Drive and Admiral Road.

DISCUSSION: The intent of the project is to add a sidewalk on Sonja Drive and Admiral Road (see map), along with a short portion of roadway widening on Sonja Drive. Most of the work will be contained within easements, with a short strip of Right of Way necessary on the western end of Sonja Drive to allow for roadway widening. Staff anticipates 45 parcels of property will be affected.

The attached agreement outlines O.R. Colan Associates' responsibilities in acquiring the necessary easements and Right of Way for the project, with a lump sum fee of $235,500.00.

FINANCIAL SECTION:

Project: Sonja Drive/Admiral Road Sidewalk Project

Project Budget	Requested Amount	Contracted Amount	Remaining Amount
$710,000.00	$235,500	$128,854	$345,646

Approved By: A. Myers

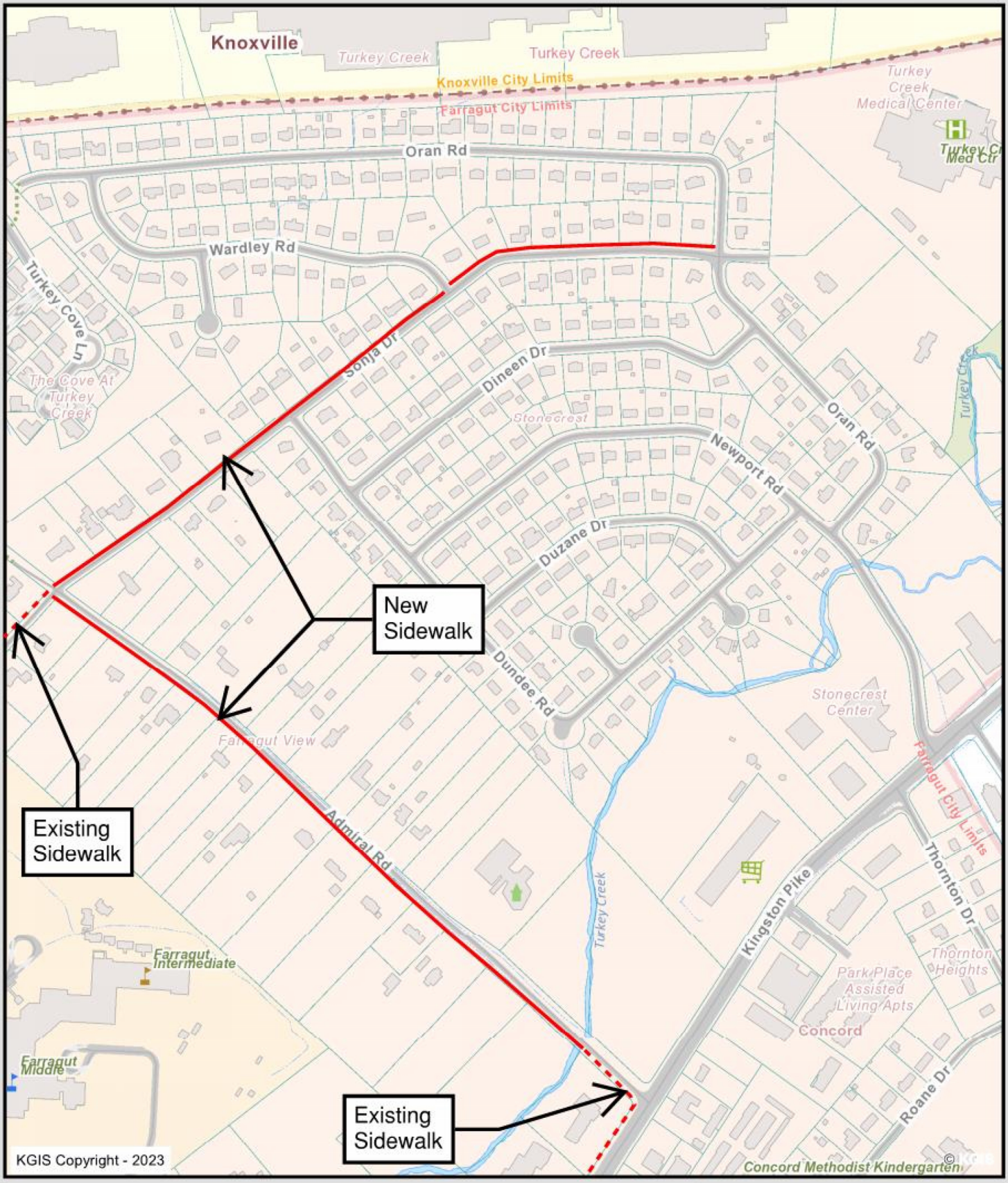
RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of professional services agreement with O.R. Colan Associates, LLC. for acquisition services for the Sonja Drive/Admiral Road Sidewalk project, with a lump sum fee of $235,500.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	POVLIN	MEYER	BURNETTE	WHITE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Sonja Drive/Admiral Road Sidewalk

Knoxville - Knox County - KUB Geographic Information System

Printed: 3/22/2023 at 5:50:54 PM

0 250 500 1,000

ft

KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS ,WITH ALL FAULTS, and assumes all responsibility for the use thereof, and futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

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TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **O.R. Colan Associates, LLC** ("Contractor") for professional services for the assignment described as follows:

Project: Sonja Drive/Admiral Road Sidewalk Improvements

Location: Sonja Drive and Admiral Road, Farragut

Description of Project: Acquisition Services for ROW and Easements

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

See **Exhibit A ("Scope of Services")** to this Agreement for a description of Basic Services.

2. **Compensation**. Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of $235,500.00, including reimbursable expenses. If a full appraisal is required on any other tract, additional fees will be required and OR Colan will submit a request for supplement at that time.

3. **Schedule**. Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments**. Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time**. Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the

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schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

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

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

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

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

10. **Access to the Site/Jobsite Safety**. Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction

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workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

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

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

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

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15. **Indemnification**.

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

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

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

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

16. **Miscellaneous**.

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By:_____

Printed Name:_____

Title:_____

Date:_____

CONTRACTOR:

O.R. Colan Associates, LLC

By: DocuSigned by: Jordan Hohn 09ECE21B8EDC4BA...

Printed Name: Jordan Hohn

Title: Executive Vice President

Date: 1/18/2024

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EXHIBIT A

Town of Farragut
Sonja Drive and
Admiral Road
Right of Way Acquisition Services
Scope of Services

DEFINITIONS AND DESCRIPTIONS OF DUTIES TO BE PERFORMED

Client – References to "Client" in this Scope of Services shall mean Town of Farragut

Consultant – References to "Consultant" in this Scope of Services shall mean the right of way acquisition consultant, O. R. Colan Associates, LLC.

Project Authorization – Project authorization shall remain a Client function. The Client shall ensure an official notification to begin work.

Evidence of Insurance – The Consultant will provide a Certificate of Insurance meeting all of the requirements of the Client with the proposal or after a contract is executed between the Client/or Client and the Consultant.

Labor Payments – All labor payments to the Consultant will be the responsibility of the Client.

TITLES – Title Reports to be provided by the Consultant to the Client.

APPRAISALS:

Appraisal– The Consultant will subcontract one (1) FPA appraisals to be completed within 45 days of a signed contract and delivery of exhibits/legal descriptions.

Appraisal Reviews –The Appraisal Review process is required if either: (1) directed by the Client or (2) State or Federal funds are used on any phase of this project. This proposal includes an internal review of the appraisal and will not utilize a licensed appraiser for the review process.

NPP (Appraisal Waiver) –The consultant will provide 44 NPP's in place of a formal or FPA appraisal on all tracts assumed to be less than $10,000. With the exception of tract 3, any tract discovered to need an appraisal will be authorized by the client through a contract modification.

Sign Value Estimates, Engineering Studies, & Septic Inspections – (Not part of this Proposal) When acquiring right of way, especially within a commercial corridor it becomes necessary to provide a sign valuation estimate. This task is generally provided by someone experienced in the field of sign valuation and comes at an additional cost. Engineering Studies or Septic Inspections, if needed, also come at an extra expense. It's unknown if these items will be needed, therefore they are not included in this proposal. The cost of these items shall be incurred by the Client or the Client as a pass-through expense on the Consultant's invoice, as pre-approved by the Client and/or Client.

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ACQUISITION:

Preparation of Individual Parcel Files – The Consultant shall be responsible for the assemblage and maintenance of all acquisition files. All files will be maintained in accordance with the Client's request.

Negotiations – The Consultant will be responsible for negotiation activities for the forty-five (45) proposed tracts. All negotiation activities will be done in accordance with the Client's request or the TDOT Acquisition Manual. Negotiations are assumed to be for permanent and temporary construction easements.

The Consultant is responsible for the Initial Contact and the distribution of the Offer Letters. Consultant will complete a maximum of eight (8) contacts (face to face meetings, TEAMS calls, phone calls, mail, and/or e-mails) per acquisition parcel within a ninety (90) day period from the date of the Initial meeting, to secure the right of way for the Client. All contacts will be logged in the Acquisition Agent's notes, as part of the parcel file records. Should the Client wish to extend negotiations beyond these eight (8) contacts or beyond a ninety (90) day period, Consultant reserves the right to request a contract modification for additional Negotiation labor fee(s) with the affected property owner(s).

Issues that may arise during Construction that are addressed with the Consultant will be forwarded to the Client. Construction oversight and related issues will be the responsibility of the Client.

If parcel ownership changes over the span of this project, that results in new offers or new negotiations, the Consultant reserves the right to request a contract modification.

Legal Descriptions & Staking– Exhibits and/or Legal Descriptions will be supplied by the Client confirming to the Client's requirements as to form and function for inclusion in acquisition documentation package prior to the initiation of negotiations. The Consultant will review the documentation and provide suggested modifications to verify Client's intent, and Client will approve the final documentation prior to offers being made. The Client shall be responsible for staking and/or marking out the proposed acquisition areas, if requested by the property owner and/or the Consultant for negotiating purposes. If the proposed take area changes and legal descriptions change and result in additional negotiation labor, the Consultant reserves the right to request a contract modification.

Legal (Conveyance) Instruments – Legal (Conveyance) Instruments will be provided to the Client for review prior to scheduling a closing.

Client Representative may Accompany Consultant – At the request of the Client, employees of the Client may accompany the Consultant on any or all phases of the acquisition process; but on a schedule and at times set by the Consultant.

CLOSING & TITLE UPDATE:

Closings – Closing activities are to be the responsibility of the Consultant. Closing activities include the following:

- Conducting of closings and the disbursement of monies as required;
- Assisting the property owner in the execution of required instruments and forms.

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- Recording the instruments with the County Register of Deeds;

Title Updates – This proposal includes forty-five (45) updates to be completed at closing.

Mortgage Releases – This proposal includes one (1) mortgage and/or lien release on this project. Mortgage Release fees requested from the bank will be invoiced as actual costs to the project, as pre-approved by the Client.

PROJECT ADMINISTRATION:

Project Mobilization Meeting – A Project Mobilization Meeting is held to introduce each other and to clarify any questions relating to project scope. A Project Mobilization Meeting will outline contact persons and communication protocol. At this meeting, all issues related to the specific job and its division of responsibilities will be resolved.

Project Timeline – A Project Timeline will be submitted by the Consultant. It will indicate the critical path of the project as it relates to overall project completion.

Administrative Reviews – The Client shall be the primary contact for settlement authority requested by the Consultant for administrative reviews. All requests for administrative reviews shall be in writing and shall contain all appropriate documentation to support a request. A recommendation will be provided by the Consultant.

Condemnation Coordination – **(Not part of this Proposal)** –This may be re-visited at a later date depending on the outcome of the project negotiations. The Consultant reserves the right to a submit revised cost proposal should the Client request the Consultant's services to provide any condemnation activities.

Billing – Complete billing packages (signed tracts) shall be submitted to the Client for processing. All forms/negotiator notes will be typed or computer generated. Specific items of information to be included in the billing package will be defined during the Project Mobilization meeting. All billing requests will be reviewed and warrants processed by appropriate Client personnel. Deficient packages returned to the Consultant for correction shall be completed and returned to the Client within ten (10) business days. In the case of signed parcels, the warrant shall be prepared by the Client and sent to the owner(s) for payment.

Project Status Reports – The Consultant shall provide a monthly status report to the Client on a form acceptable to the Client. The status report shall be a stand-alone document indicating the current acquisition status of the project. Status reports will not be sent by the Consultant while the project is under construction.

Project Meetings – The Consultant will meet with the Client personnel once per month after the Project Mobilization Meeting to discuss project status. If additional meetings are requested by the Client or the Client, the Consultant reserves the right to request a contract modification for attending or participating in additional meetings beyond the schedule outlined above.

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Final File Disposition – The Consultant shall submit the individual parcel file(s) to the Client; either individually or at the end of the project during the project closeout.

Quality Assurance Reviews – Consultant shall fully cooperate with the Client during the auditing of the project by the Client.

Invoicing by Consultant – Consultant shall invoice the Client on a monthly basis for milestones met. Invoices shall contain the Project Status Report (unless provided for separately). The acquisition fees shall be invoiced in two (2) milestones as follows: 50% once the written offer is made, and the final 50% once the parcel is closed or sent to the Client for condemnation. The closing fee will be invoiced in one (1) milestone once the parcel is closed or sent to the Client for condemnation.

Utility Coordination Process – (Not part of this Proposal) The utility service providers will work with the Client to identify specific utility relocation needs critical to the advancement and completion of the project. Utility coordination is the responsibility of the Client or other third party and is not part of this Scope of Services.

RESPONSIBILITY OF THE CONSULTANT

The Consultant shall be responsible for the following acquisition services under the Scope of Services for this project:

- Project Schedule
- Preparation of Individual Parcel Files
- Initial Title Reports
- Appraisal Report
- NPP's
- All Phases of Acquisition (Negotiations) including all necessary written correspondence to owners (Notification Letters, Offer Letters, etc…)
- Preparation of Billing Packages
- Title Updates
- Closing & Recording
- Project Status Reports – Monthly Submittals
- Final File Disposition

RESPONSIBILITY OF THE CLIENT

The Client shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Project Authorization
- Exhibit and legal description
- Administrative Reviews
- Billings for Owner Settlement Checks or Checks for Deposit in Court
- Payment of taxes after deed transfer
- Construction and Right-of-Way Plans showing the properties to be acquired, and all currently available information relative to the tracts to be acquired
- Presentation of formal Notice to Proceed from for all aspects of the ROW Acquisition process prior to the onset of the work.

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EXHIBIT A
Sonja Dr. and Admiral Rd. Greenway
COST PROPOSAL ESTIMATE

Date: 1/15/24
Client: Town of Farragut

O.R. Colan Associates, LLC

Project: Sonja Drive and Admiral Road Greenway

Pay Item	Type of Unit	Number of Units	Avg Fee Per Uni	Total Amount
1. Acquisition				
a. Negotiations/Documentation Review and Preparation	Tracts	45	$2,800.00	$126,000.00
2. Initial Title Work				
a. Title Reports	Tracts	45	$600.00	$27,000.00
3. Appraisal Reports				
a. Valuation Services FPA Appraisal	Tracts	1	$3,800.00	$3,800.00
b. Valuation Services NPP	Tracts	44	$400.00	$17,600.00
4. Appraisal Review				
a. Review Report	Tracts	1	$400.00	$400.00
5. Closing & Title Update				
a. Easement Acquisition Closing	Tracts	45	$1,000.00	$45,000.00
b. Title Update	Tracts	45	$200.00	$9,000.00
6. Miscellaneous Fees				
b. Recording (Estimate only)	Tracts	45	$100.00	$4,500.00
c. Direct Costs (mileage, etc.)	Est Total	1	$2,000.00	$2,000.00
d. Copies (Lump sum with first invoice)	Total	1	$200.00	$200.00
TOTAL AUTHORIZED				**$235,500.00**

Annotations:

1 Recording Fees will be invoiced as actual cost to the project as set by the County Recorder's Office (County receipts provided). Mortgage Release fee are not anticipated, but if needed, will be invoiced as actual cost to the project as pre-approved by the Client.

AGENDA NUMBER VII.D. **MEETING DATE February 8, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl Smith, PE

SUBJECT: Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Design Services for Anchor Park Pedestrian Crossings Project

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INTRODUCTION: The purpose of this item is the approval of an agreement for design services for the Town's Anchor Park Pedestrian Crossings project.

BACKGROUND: One Critical Success Factor in the Town's Strategic Plan is "Connecting our Community with Excellent Parks, Greenways, Trails, Sidewalk and Recreation Programs," and the Town's Capital Investment Program includes a project to updates three mid-block pedestrian crosswalks near Anchor Park on Turkey Creek Road.

DISCUSSION: The intent of the project is to update the three mid-block pedestrian crosswalks to include flashing beacons that will alert oncoming traffic when a pedestrian enters the crosswalk, along with new asphalt striping and signage. One of the crosswalks is to be moved approximately 75 feet to the east and will include a greenway connection from Turkey Creek Road to existing greenway near the restroom constructed in 2020 (see attached aerial photo). This will better align pedestrians to existing pedestrian features, as opposed to the middle of the parking lot.

The attached agreement outlines Cannon & Cannon's responsibilities in developing plans for the project, with a lump sum fee of $27,600.00.

FINANCIAL SECTION:

Project: Anchor Park Pedestrian Crossings Project

Project Budget	Requested Amount	Contracted Amount	Remaining Amount
$230,000.00	$27,600.00	$0	$202,400.00

Approved By: A. Myers

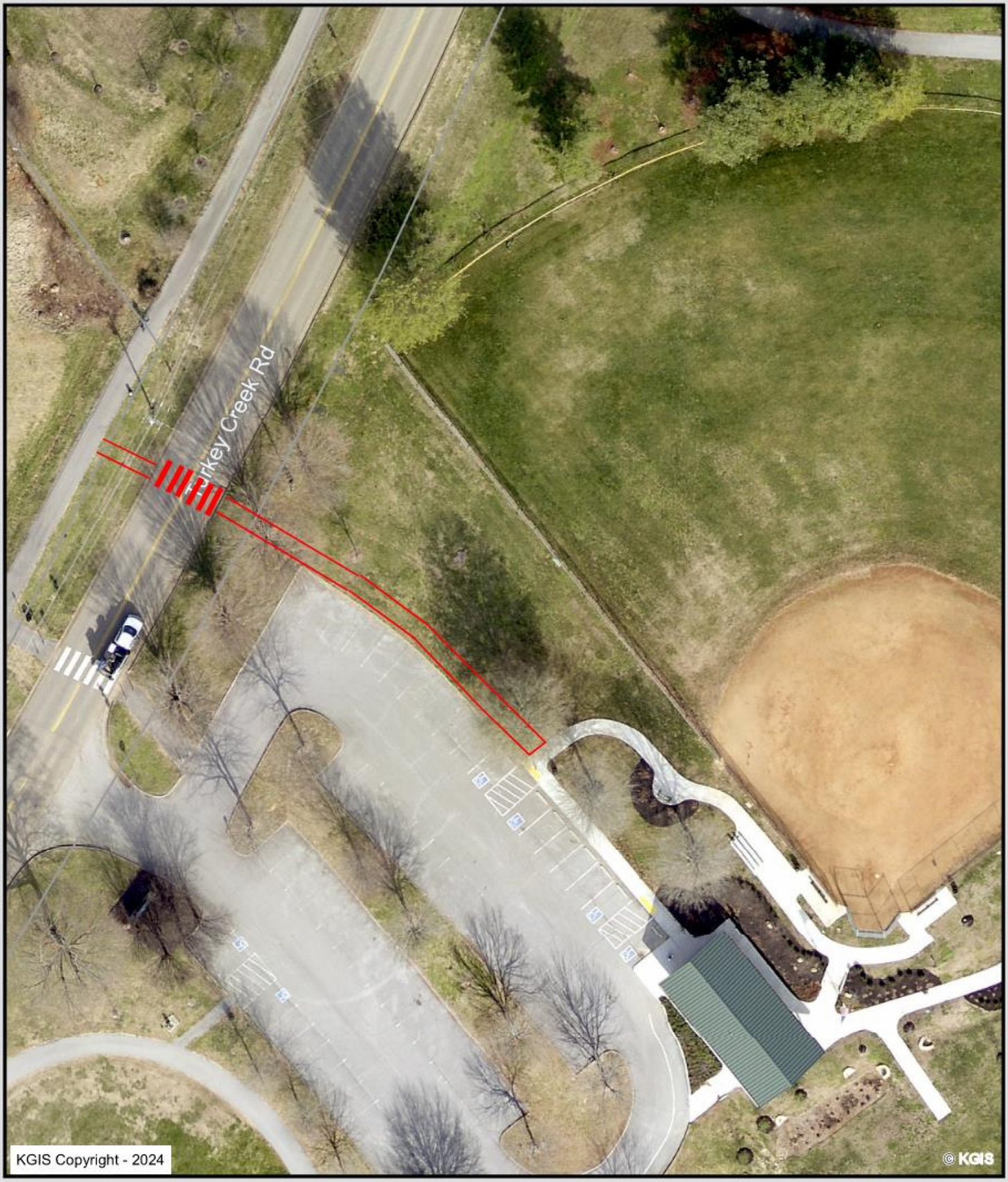
RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of professional services agreement with Cannon & Cannon, Inc. for design services for the Anchor Park Pedestrian Crossings project, with lump sum fee of $27,600.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	POVLIN	MEYER	BURNETTE	WHITE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Crosswalk at Anchor Park

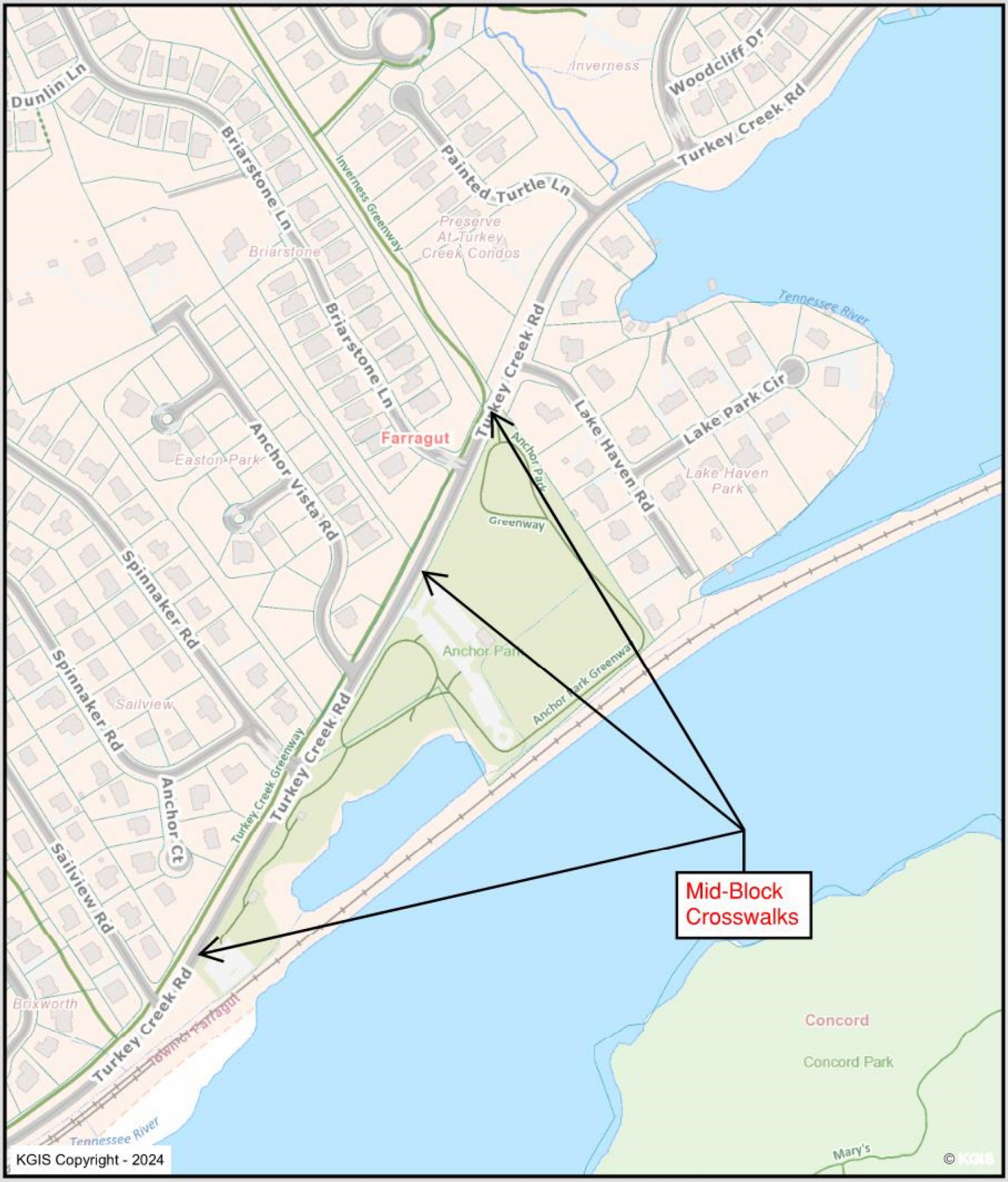
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Knoxville - Knox County - KUB Geographic Information System

KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS ,WITH ALL FAULTS, and assumes all responsibility for the use thereof, and futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.



Anchor Park Crosswalks

Knoxville - Knox County - KUB Geographic Information System

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ft

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TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Anchor Park Crosswalk Improvements

Location: Turkey Creek Road adjacent to Anchor Park

Description of Project: Design Pedestrian Flasher Crossings and Associated Sidewalk/Greenway, Curb Ramps for Three Mid-Block Crossings

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

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

2. **Compensation**. Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of $27,600, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule**. Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the deliverables for review within 12 weeks from receiving authorization to proceed. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments**. Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

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

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

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

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

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

10. **Access to the Site/Jobsite Safety**. Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the

contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

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

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

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

15. **Indemnification**.

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

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

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

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

16. **Miscellaneous**.

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

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

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

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

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

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

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

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

CLIENT:	**CONTRACTOR:**
Town of Farragut	
By:_____	By: Wesley Stokes
Printed Name:_____	Printed Name: Wesley Stokes, P.E.
Title:_____	Title: Project Manager
Date:_____	Date: January 25, 2024

CANNON & CANNON INC

Attachment A

SCOPE OF SERVICES

DATE: January 25, 2024

DESCRIPTION: Anchor Park Crosswalk Improvements
LOCATION: Turkey Creek Road near Anchor Park (Three Mid-Block Crossings)
CONSULTANT: Cannon & Cannon Inc., Knoxville, Tennessee
CONTACT: Wesley Stokes, P.E.

Cannon & Cannon, Inc. appreciates the opportunity to prepare a proposal for engineering design services for the above-described project. This effort will involve the construction of pedestrian crossing flashers at the three (3) mid-block pedestrian crossing locations on Turkey Creek Road near Anchor Park. The middle mid-block crossing is proposed to be relocated roughly 75 feet to the east along Turkey Creek Road to line up with the eastern edge of the Anchor Park parking lot. In addition, the greenway is proposed to be extended along the eastern edge of the parking lot to tie into the new mid-block crossing location. The proposed scope of services for this effort is listed below.

1. Obtain from the Town of Farragut any available pertinent site information or related data.
2. Conduct a field review of the project site to obtain field observations.
3. Conduct necessary field topographic and right of way/property surveys.
4. Prepare design plans for sidewalk and curb ramps as needed at each location. TDOT standard drawings will be used to the extent possible.
5. Prepare design plans for the pedestrian flashers at each location, including any special details or specification information that is needed. TDOT standard drawings will be used to the extent possible.
6. Coordinate with the Town of Farragut for plans review and provide required plans modifications.
7. Assist the Town of Farragut in the bid process, including attending a pre-bid meeting (if held), preparation of bid tabulation and recommendation of bid award.
8. Assist the Town of Farragut during the construction process, including attending a pre-construction meeting (if held), reviewing product sheets and shop drawings, and conducting a field inspection of the project sites once construction is complete and the flashers are operational.

This proposal includes the tasks and services specifically listed above. Additional services may be included at the request of the Town and such services will be billed using the current CCI standard hourly rates, which are provided as Attachment B.

SCHEDULE OF CHARGES – HOURLY RATE BASIS

CIVIL PROJECT MANAGEMENT & DESIGN

Senior Civil Project Manager	$235.00 per hour
Civil Project Manager	$210.00 per hour
Senior Civil Project Engineer	$185.00 per hour
Civil Project Engineer	$175.00 per hour
Senior Civil Engineering Designer	$155.00 per hour
Civil Engineering Designer	$145.00 per hour
Project Technician II	$125.00 per hour
Project Technician I	$105.00 per hour

FIELD SURVEYING

Senior Project Manager	$235.00 per hour
Project RLS	$170.00 per hour
Senior Survey Technician	$160.00 per hour
Field Crew	$180.00 per hour
Drone Services (including pilot)	$420.00 per hour
Survey Technician	$125.00 per hour

CONSTRUCTION PHASE SERVICES & ASSESSMENTS

Senior Project Manager	$235.00 per hour
Project Manager	$210.00 per hour
Senior Project Engineer	$185.00 per hour
Project Engineer	$175.00 per hour
Construction/RPR Manager	$150.00 per hour
Resident Project Representative III	$120.00 per hour
Resident Project Representative II	$110.00 per hour
Resident Project Representative I	$100.00 per hour
Project Technician II	$120.00 per hour
Project Technician I	$100.00 per hour

Rates for Principles and other Professionals/Experts provided upon request as specific project necessitates.

Unless otherwise noted in the Agreement; outside services contracted for a specific project, including but not limited to professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at reimbursable rate per Federal guidelines at time expense is incurred.
- Travel, living and per diem expenses for all personnel when required to be away from office in connection with the project will be evaluated on a project by project basis and provided for in the project contract.

Statements will be issued on a monthly basis and are due upon receipt.

Effective: December 2023