

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

November 8, 2012

BMA MEETING

7:30 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Presentation of Farragut West Knoxville Chamber of Commerce 25th Anniversary Proclamation
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. October 25, 2012
- VI. Ordinances**
 - A. Public Hearing and Second Reading
 - 1. **Ordinance 12-17**, Budget amendment ordinance to amend Ordinance 12-09, Fiscal Year 2013, General Fund, Capital Investment Program and Insurance Fund
- VII. Business Items**
 - A. Approval of Town of Farragut Personnel Policies & Procedures
 - B. Approval of Contract 2013-11 for Parking Lot Lighting of Mayor Bob Leonard Park
 - C. Approval of Resolution R-2012-12, Acceptance of Town of Farragut Street List
 - D. Approval of Professional Services Agreement for Retail Marketing Services
 - E. Approval of Agreement with Freeman Webb regarding the Farm @ Willow Creek
- VIII. Town Administrator's Report**
- IX. Attorney's Report**

MINUTES

FARRAGUT BOARD OF MAYOR AND ALDERMEN October 25, 2012

6:00 PM

BMA Fire Sprinkler Demonstration as part of the Fire Safety Awareness Month

BMA MEETING

7:00 PM

- I. **Silent Prayer, Pledge of Allegiance, Roll Call**
- II. **Approval of Agenda**
- III. **Mayor's Report**
 - A. Presentation of Local Parks & Recreation Fund Grant
- IV. **Citizens Forum**
- V. **Approval of Minutes**
 - A. October 11, 2012
- VI. **Ordinances**
 - A. Public Hearing and Second Reading
 1. **Ordinance 12-15**, ordinance to rezone 11482 Parkside Drive, a portion of Parcel 191.06, Tax Map 130, located on the south side of Parkside Drive between JC Penney and Tennessee State Bank, approximately 3.68 Acres, from O-1-3 Office District, Three Stories to C-1 General Commercial District (Michael Brady, Inc., Applicant)
 2. **Ordinance 12-16**, ordinance to rezone Summit View Nursing Home, 12823 Kingston Pike and a residence at 112 N. Hobbs Road, Parcels 45, 45.01 & 45.02, Tax Map 151, located on the corner of Kingston Pike/N. Hobbs Road/Union Road, 7.954 Acres, from C-1-3 General Commercial District, Three Stories to R-1 Rural Single-Family Residential District and to C-1 General Commercial District (Farragut Health Care Center, LP, Applicant)
 - B. First Reading
 1. **Ordinance 12-17**, Budget amendment ordinance to amend Ordinance 12-09, Fiscal Year 2013, General Fund, Capital Investment Program and Insurance Fund
- VII. **Business Items**
 - A. Approval of Hot to Trot 5K/10K and Fun Run
 - B. Resolution R-12-11, Resolution to enhance the "Shop Farragut" program by suspending the issuance of separate special event permits
 - C. Approval of Town of Farragut Personnel Policies & Procedures
 - D. Approval of Request for Supplement for additional acquisition services from RES, LLC for the Watt Rd./Old Stage Rd. improvement project

- VIII. Town Administrator's Report**
- IX. Attorney's Report**

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday October 25, 2012 at 7:00 p.m.

Members present were Aldermen Elliott, Honken, LaMarche and Markli; Mayor McGill was absent.

Approval of Agenda

Motion was made to approve the agenda with the deletion of item VII.C. Approval of Town of Farragut Personnel Policies & Procedures. Moved by Alderman Markli, Seconded by Alderman Elliott; voting yes; Aldermen Elliott, Honken, LaMarche and Markli; no nays; Mayor McGill was absent; motion passed.

Mayor's Report

Presentation of Local Parks & Recreation Fund Grant

April Johnson presented a check for \$250,000 to the Board of Mayor and Aldermen from the Local Parks & Recreation Fund Grant.

David Purvis and Allison Sousa presented the progress report for the Business Alliance.

Citizens Forum

Steve Gillman, 12805 Norden Drive, addressed the board concerning the possibility of the Town offering trash services. Mr. Gillman stated that he does not want the town to get into the trash business. David Smoak, Town Administrator, and Board members addressed some of Mr. Gillman's concerns.

Sandy McRae, 10716 Pinedale Drive, requested that the board allow the Operation Christmas Child organization to place a sign at First Baptist Concord. Ms. McRae was asked to contact David Smoak concerning the sign.

Approval of Minutes

Motion was made to approve the minutes of October 11, 2012 as presented. Moved by Alderman Elliott, Seconded by Alderman Honken; voting yes; Aldermen Elliott, Honken and Markli; no nays; Alderman LaMarche abstained; Mayor McGill was absent; motion passed.

Ordinances

Public Hearing and Second Reading

Ordinance 12-15, ordinance to rezone 11482 Parkside Drive, a portion of Parcel 191.06, Tax Map 130, located on the south side of Parkside Drive between JC Penney and Tennessee State Bank, approximately 3.68 Acres, from O-1-3 Office District, Three Stories to C-1 General Commercial District (Michael Brady, Inc., Applicant)

Motion was made to approve Ordinance 12-15 on second and final reading. Moved by Alderman Honken, Seconded by Alderman Markli; voting yes; Aldermen Elliott, Honken, LaMarche and Markli; no nays; Mayor McGill was absent; motion passed.

Ordinance 12-16, ordinance to rezone Summit View Nursing Home, 12823 Kingston Pike and a residence at 112 N. Hobbs Road, Parcels 45, 45.01 & 45.02, Tax Map 151, located on the corner of Kingston Pike/N. Hobbs Road/Union Road, 7.954 Acres, from C-1-3 General Commercial District, Three Stories to R-1 Rural Single-Family Residential District and to C-1 General Commercial District (Farragut Health Care Center, LP, Applicant)

Motion was made to approve Ordinance 12-16 on second and final reading. Moved by Alderman Markli, Seconded by Alderman Honken; voting yes; Aldermen Elliott, Honken, LaMarche and Markli; no nays; Mayor McGill was absent; motion passed.

First Reading

Ordinance 12-17, Budget amendment ordinance to amend Ordinance 12-09, Fiscal Year 2013, General Fund, Capital Investment Program and Insurance Fund

Motion was made to approve Ordinance 12-17 on first reading. Moved by Alderman Honken, Seconded by Alderman Elliott; voting yes; Aldermen Elliott, Honken, LaMarche and Markli; no nays; Mayor McGill was absent; motion passed.

Business Items

Approval of Hot to Trot 5K/10K and Fun Run

Motion was made to approve the Hot to Trot 5K/10K and Fun Run road closures on Parkside Drive on November 22, 2012 from 6:00 to 10:00 AM. Moved by Alderman LaMarche, Seconded by Alderman Markli; voting yes; Aldermen Elliott, Honken, LaMarche and Markli; no nays; Mayor McGill was absent; motion passed.

Resolution R-12-11, Resolution to enhance the "Shop Farragut" program by suspending the issuance of separate special event permits

Motion was made to approve R-12-11 with a minor change to allow grand opening signs for new businesses within the town. Moved by Alderman Honken, Seconded by Alderman Markli; voting yes; Aldermen Elliott, Honken, LaMarche and Markli; no nays; Mayor McGill was absent; motion passed.

Approval of Request for Supplement for additional acquisition services from RES, LLC for the Watt Rd./Old Stage Rd. improvement project

Motion was made to approve the request for supplement in the amount of \$4,300. Moved by Alderman Honken, Seconded by Alderman Elliott; voting yes; Aldermen Elliott, Honken, LaMarche and Markli; no nays; Mayor McGill was absent; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that Freaky Friday Fright Night would be October 26 from 5-7 PM and the Farragut West Knox Chamber 5K run would be November 3 at 8:00 AM.

Meeting adjourned at 8:15 PM.

Mary Dorothy LaMarche, Vice-Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Ordinance 12-17, ordinance to amend Ordinance 12-09 FY2013 General Fund, Capital Investment Program and Insurance Fund Budget

INTRODUCTION:

The purpose of this agenda item is to approve Ordinance 12-17, to amend the Fiscal Year 2013 General Fund, Capital Investment Program and Insurance Fund Budgets.

DISCUSSION:

Ordinance 12-17 will amend the budget to reflect the following:

- The General Fund will be amended increasing the transfer to other funds by \$35,000 to the Insurance Fund for the payment into the Retirement Trust.
- The Capital Investment Program will be amended increasing the appropriated expenditures by \$450,000 and increasing revenues by \$250,000. The additional expenditures are needed for the 50/50 matching Local Parks and Recreation Fund Grant received from the State of Tennessee in the amount of \$250,000. There is \$100,000 currently in the FY2013 budget.
- The Insurance Fund will be amended by increasing the appropriated expenditure by \$35,000 for the payment into the Retirement Trust.

All requests will be funded through general and capital fund reserves.

RECOMMENDATION BY: Town Recorder, Allison Myers for approval.

PROPOSED MOTION: Motion to approve Ordinance 12-17 on second reading.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>ELLIOTT</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE	12-17
PREPARED BY	Myers
1 ST READING	October 25, 2012
2 nd READING	
PUBLISHED IN	
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2012-2013 BUDGET, PASSED BY ORDINANCE 12-09**

WHEREAS, the Town of Farragut adopted the fiscal year 2012-13 budget by passage of Ordinance Number 12-09 on June 28, 2012; 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 and Insurance Fund 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 2012-2013 BUDGET AS FOLLOWS:

SECTION 1. Ordinance Number 12-09 is hereby amended by:

- Increasing the transfer to other funds from the General Fund to the Insurance Fund in the amount of \$35,000.
- Increasing the appropriated expenditures for the Capital Investment Program by \$450,000 and Revenues by \$250,000.
- By increasing the appropriated expenditures for the Insurance Fund by \$35,000 and revenue-transfers in by \$35,000.

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.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE Board of Mayor and Aldermen

PREPARED BY: Janet Curry, Human Resources Manager

Subject: Consider Approval the proposed Town of Farragut *Policies and Procedures*.

INTRODUCTION: The current *Town of Farragut Personnel Policy Manual* was last updated in August 2008. Changes in federal law and court rulings necessitate updating the manual.

BACKGROUND: Since 1980, the Town has evolved from an organization with a couple of employees into a larger and more complex organization. In addition to changes in federal law and court rulings, the number of employees, the expansion of disciplines, and the complexity of the organization necessitates an updated version of the original Town of Farragut Personnel Policy Manual to meet both the employee and the organizational needs.

In preparation for writing and updating the *Town of Farragut Personnel Policy Manual*, I reviewed the Town of Franklin, the cities of Brentwood, Collierville, Murfreesboro, Athens and Maryville human resources policy and procedures manuals as well as the Municipal Technical Advisory Service (MTAS) and International Personnel Management Association (IPMA) best practices. Following completion of the draft *Policy and Procedures*, Town Department Heads, Tom Hale and his partner Betsy Beck of Kramer Rayson, and the Personnel Committee reviewed the draft document. Their appropriate feedback was incorporated in the document. The Board attended a Workshop on the proposed Policies and Procedures document on October 11, 2012. The requested changes to the draft document that were made subsequent to the Workshop are attached.

DISCUSSION: The 2008 *Personnel Policy Manual* contained civil service language within it. The Town of Farragut is not a civil service organization. Therefore, this type of language was removed.

The following thirteen (13) sections are new: Welcome, Classification Plan, Service Recognition, Promotions, Employee Development and Training, Safety Education and Training, Disciplinary Guidelines, Complaint & Disciplinary Appeal, Workplace Violence, Family Medical Leave, Employee Cell Phone Policy, Personal Appearance and Dress, and Social Media. Several of the new policies were written to document current practices. Also, there was no intention to decrease employee's current benefits, leave accrual, or fringe benefits or to lessen the current practices. Some new policies were written as a response to best practices in municipal government and/or federal law and court rulings.

The Social Security and Retirement sections were revised to reflect the Board's recent changes in these areas. The Travel policy was revised earlier and approved by the Board of Mayor and Aldermen. It is added as an appendix. Much of the remaining sections were expanded to reflect current practices or for clarity and consistency among the Town departments. Additional appendices were added both for clarity and convenience of employees. The draft Cell Phone policy, Appendices J and K were amended to reflect the growing trend of distracted driver accidents.

Throughout the document, new Articles/policies are marked *NEW*. Also, references to the current 2008 Town Personnel Policy Manual are noted where appropriate. This notation includes the Article number and section for easier reference.

FINANCIAL SECTION: N/A

RECOMMENDATION BY: Town Administrator, David Smoak and Human Resources Manager, Janet Curry recommends the updated Town of Farragut *Policies and Procedures*, for approval.

PROPOSED MOTION:

Approve and adopt the proposed Town of Farragut *Policies and Procedures*.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>HONKEN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Policy Changes requested during the Board's October 11, 2012 Workshop

-blue font designates the proposed changes

Policy and Procedures draft document

Article XIX: General Policies and Procures

Section K. Employee Cell Phone Policy

Employees whose job duties include the frequent need for a cell phone may receive a Town issued cell phone or a cell phone allowance to cover business-related costs on their personal cell phone. No further reimbursement for cell phone costs is available to employees who receive such an allowance. The Town shall maintain a limited number of cell phones assigned to a specific department or piece of equipment. Town reimbursed personal cell phone expense is subject to open records. Cell/smart phones are not to be used while operating Town vehicles or machinery except in the event of an emergency. When driving on Town business in a Town vehicle, Town employees will focus on safe vehicle operation and therefore, shall not use cell/smart phones, PDA/laptop computer, and like technology. Pursuant to the T.C.A. 55-8-199, employees must also not text while driving. (Appendix K).

Cell Phone Policy (Appendix K)

- 6.—Safety:** It is recognize that an increasing number of vehicle accidents have been attributed to cell phone usage while driving. Cell/smart phones are not to be used while operating Town vehicles or machinery except in the event of an emergency. When driving on Town business in a Town vehicle, Town employees will focus on safe vehicle operation and therefore, shall not use cell/smart phones, PDA/laptop computer, MP3, portable two-way radio, or global positioning systems (GPS). Pursuant to the T.C.A. 55-8-199, employees must also not text while driving. An exception may be made when business circumstances dictate that employees use their cell phone to talk while they are driving and the employee uses a hands free device or speakerphone.
- 7.—Monitoring, Reporting and Investigation:** All use of Town-owned cell phones and two-way communication systems is treated as being related to Town business and subject to monitoring.

All reports of alleged policy violations, regardless of the source, are to be directed to department heads or the Human Resources Office. Alleged policy violations will be thoroughly investigated.

Other Town policies including, but not limited to, EEO, harassment prevention, conflicts of interest, e-mail, voice mail, telephone, hours of work, overtime, FLSA, software, Internet, etc. also apply to cell phone use. Employees are absolutely forbidden to use Town-owned cell phones for illegal purposes or to harass anyone.

Vehicle Use Policy (Appendix J) - Section 2. Town Drivers' Procedures and Rules

h. Employees are responsible for the adhering to the following safety rules while driving Town vehicles and/or operating machinery:

- Avoid unnecessary cell phone or two-way radio use.
- Keep two-way radio traffic and cell phone conversations brief.
- The use of hands free device or speakerphone is preferred when business necessitates the use of a cell/smart phone while driving.
- The use of personal cell phones is restricted to non-duty time, such as breaks, lunch, etc.
- Personal cell phones may not be used while operating a Town vehicle or Town machinery.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks and Leisure Services Director and Bud McKelvey, Public Works Director

SUBJECT: Approval of Contract 2013-11 for Parking Lot Lighting of Mayor Bob Leonard Park.

INTRODUCTION: The purpose of this agenda item is to approve the contract for the installation of lighting at all three of the parking lots at Mayor Bob Leonard Park.

BACKGROUND: Currently the parking lots at Mayor Bob Leonard Park are not lighted. Because all of the athletic field lights are now computerized, when these lights go out, it can suddenly be very dark at this park and we feel that the installation of lighting is necessary for safety and convenience. The trails lights do not provide any coverage in the parking lot areas. This CIP item was originally scheduled for FY12 but due to cost concerns was moved to the current fiscal year.

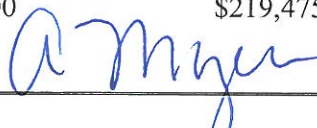
The bid specifications require the installation of LED lights using equipment from LSI. These fixtures were chosen because they match the lighting installed at McFee Park Phase 2 and the Town is in the process of standardizing park equipment so that we will not need several different types of bulbs and other replacement parts. This lighting meets all the Town's current lighting standards and is energy efficient.

DISCUSSION: Attached are five bids which were received on October 30. The bids requested a price by parking lot and as a whole (including all three parking lots). Staff recommends award of the contract to the lowest bidder, Edison Electric, for the installation of lights at all three parking lots at a cost of \$219,475. The project is required to be complete by Friday, February 15, 2013 in preparation for the opening of the sports field on March 2, 2103. During the installation, the contractor is required to keep one parking lot open at all times. The walk trail, restrooms and playground will be open during this project but there may be short closures of walk trail sections due to construction.

FINANCIAL SECTION:

Account Number: 310-43939-900

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to date</u>	<u>Remaining Amount</u>
\$275,000	\$219,475	\$7,000	\$48,525

Approved By: 

RECOMMENDATION BY: Public Works Director Bud McKelvey and Parks and Leisure Services Director Sue Stuhl for approval.

PROPOSED MOTION: Approval of Contract 2013-11 for the installation of lighting at three parking lots at Mayor Bob Leonard Park to Edison Electric.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____



BID OPENING

Contract: 2013-11 – Mayor Bob Leonard Park (MBLP) Parking Lot Lighting
Date: October 30, 2012
Time: 10 a.m.

Bidder	Bid Price	
Edison Electric	716,525. ⁰⁰	Total 219,475
	70,800. ⁰⁰	
	72,150. ⁰⁰	
Tellco Electric	70,785. ⁰⁰	Total 232,172
	74,290. ⁰⁰	
	85,097. ⁰⁰	
HCS Electrical	73,092. ⁸⁰	Total 229,226. ⁰⁰
	76,631. ¹⁷	
	82,502. ⁸⁸	
Holley Electric	89,356. ⁰⁰	Total 249,456. ⁰⁰
	82,112. ⁰⁰	
	77,988. ⁰⁰	
McGaha Electric	85,925. ⁰⁰	Total 241,750. ⁰⁰
	83,375. ⁰⁰	
	89,055. ⁰⁰	

AGENDA NUMBER VII.C.

MEETING DATE November 8, 2012

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Ruth Viergutz Hawk, Community Development Director

SUBJECT: Resolution R-2012-12, a resolution to accept public streets and street names located within the Town of Farragut

INTRODUCTION: As part of the subdivision preliminary plat approval process, the Farragut Municipal Planning Commission approves new roads for construction. Upon completion of the road construction and all other associated improvements, the planning commission approves the final plat. The final plat is then recorded at the Register of Deeds Office. The approval and recording of the final plat, however, does not constitute acceptance of the streets as public. In order for streets to become public streets, the Board of Mayor and Aldermen must formally accept the streets.

DISCUSSION: Attached please find a "Town of Farragut Streets Accepted as Public Streets - Street Listings By Name" and "Town of Farragut Streets Accepted as Public Streets - Street Listings By Subdivision". The lists include the same streets, but are organized first alphabetically by street name and then alphabetically by subdivision name. The streets indicated in red are the new streets to be accepted. The streets indicated in black have been accepted in the past.

New streets proposed to be accepted include streets in the following subdivisions: Baldwin Park, The Battery at Berkeley Park, Bridgemore, Chapel Glen, Chapel Grove, Cool Springs, Cool Springs Estates, Cottage Creek, The Farm at Willow Creek, streets in the last phase of Fox Run, streets in the last phase of Inverness, McFee Manor, Park Place, streets in the last phase of Rockwell Farm, Sheffield, Siena, and Summer Oaks.

Attached please find a copy of Resolution R-2012-12.

PROFESSIONAL RECOMMENDATION: Community Development Director, Ruth Hawk, and Town Engineer, Darryl Smith, recommend approval of Resolution R-2012-12.

PROPOSED MOTION: To approve Resolution R-2012-12 as attached.

BOARD ACTION:

MOTION BY: _____ **SECONDED**

BY: _____

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>HONKEN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____



TOWN OF FARRAGUT

RESOLUTION R-2012-12

ACCEPTANCE OF PUBLIC STREETS AND STREET NAMES LOCATED WITHIN THE TOWN OF FARRAGUT

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut wishes to accept the attached list of streets as public streets and establish the listed street names as the official street names within the Town of Farragut, Tennessee; and

WHEREAS, Tennessee Code Annotated 13-4-305 states that the approval of a subdivision plat by the planning commission does not constitute an acceptance by the municipality of the dedication of any street; and

WHEREAS, Tennessee Code Annotated requires the Board of Mayor and Aldermen of the Town of Farragut to accept all streets that are to be public streets;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Farragut that the attached list of streets are hereby accepted as being public.

This resolution is hereby adopted this 8th day of November 2012.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

STREET LISTINGS BY SUBDIVISION

<u>SUBDIVISION</u>	<u>STREET NAME</u>
Altamira	Altamira Drive
Andover Place	Andover Boulevard Ansley Court Ashton Court, East Ashton Court, West Brighton Court Lindenhall Circle Southwick Circle
Audubon Hills	Bobolink Road Bunting Drive Finch Road Junco Lane
Baldwin Park	Bouldercrest Lane Burney Circle
Belleaire	Belleaire Drive Crestview Road Mountain View Road Vista Trail
Berkeley Park (including the Battery)	Belle Grove Road Cotton Blossom Lane McKinley Pointe Lane Prince George Parish Drive
Bridgemore	Barnsley Road Bridgemore Boulevard Brookwater Drive Farmgate Lane Hammock Lane Highwick Circle Porchfield Lane
Bridgewater	Barharbor Way Blue Herron Road

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

<u>SUBDIVISION</u>	<u>STREET NAME</u>
	Hatteras Drive Lake Breeze Road Nautical Drive Noce Drive Sundancer Road Windlass Road
Brixworth	Abners Ridge Drive Bayshore Road Breezeway Drive Bridgeport Drive Brixworth Boulevard Brookstone Drive Cabot Drive Farmhouse Drive Lake Vista Lane McGuffey's Drive Willingham Drive
Camden Grove	Camdenbridge Drive Wexton Lane
Chapel Glen	Autumn Glade Lane Chapel Glen Lane Glen Crest Road Grigsby Loop Circle
Chapel Grove	Chapel Grove Lane
Chapel Point	Chapel Point Lane
Concord Hills	Calloway View Drive Commodore Lane Crosswind Drive Crown Point Drive Cutlass Road Ensign Lane Farragut Hills Boulevard Ferret Road Flotilla Drive Hampton Roads Drive Lookout Point

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

<u>SUBDIVISION</u>	<u>STREET NAME</u>
	Merrimac Drive
	Midshipman Lane
	Monitor Lane
	Moser Lane
	Pleasant Forest Drive
	Schooner Lane
	Windward Drive
Concord Landing	Landing Lane
Cool Springs	Cool Springs Boulevard
Cool Springs Estates	Spring Water Lane
Cottage Creek	Cottage Creek Lane
Country Manor	Axton Drive
	Bermuda Drive
	Burgess Drive
	Clover Fork Drive
	Dixie View Road
Derby Chase	Derby Chase Boulevard
	Shadowfax Road
Farm at Willow Creek	Cottage Stone Boulevard
	Ivy Lakes Drive
	Lone Willow Drive
	Stone Villa Lane

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

<u>SUBDIVISION</u>	<u>STREET NAME</u>
Farragut Crossing	Battery Hill Circle Battle Front Trail Burnside Place Farragut Crossing Drive Federal Boulevard Longstreet Place Rebel Pass Union Camp Lane
Farragut View	Admiral Road Sonja Drive
Fort West	Broken Saddle Road Fort West Drive Lawton Boulevard Long Bow Road Red Canyon Road Sundown Road Todwick Lane
Fox Den	Aronimink Point Augusta National Way Baltusrol Road Broadmoor Point Brookline Point Carnoustie Point Champions Point Congressional Point Crippled Mule Point Dominick Point Doral Point Firestone Point Fox Den Drive, East Fox Den Drive, North Fox Den Drive, South Hound Ears Point Inverness Point Llanerch Point Lost Tree Lane Oakland Hills Point Oakmont Circle Olympic Drive

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

<u>SUBDIVISION</u>	<u>STREET NAME</u>
	Pebble Beach Point
	Royal Birkdale Road
	Scioto Point
	Singing Hills Point
	St. Andrews Drive
	Torrey Pines Point
	Valencia Point
	Winged Foot Point
Fox Run	Ackley Circle
	Brochardt Boulevard
	Buttonwood Lane
	Comblain Road
	Fiser Lane
	Fox Dale Lane
	Geyser Lane
	Golden Fox Lane
	High Forest Lane
	Hunting Fox Lane
	Jarmann Road
	Lebel Road
	Mauser Point
	Norden Drive
	Pepperwood Lane
	Sauer Point
	Serenity Lane
	Sparta Lane
	Stahl Drive
	Trowbridge Lane
	Vancurry Lane
	Werndl Drive
	Whispering Hills Lane
Glen Abbey	English Station Road
	Fincastle Lane
	Glen Abbey Boulevard
	Kimball Lane
	MacArthur Lane
	Medallion Lane
	Port Charles Lane
	San Martin Lane
Hickory Woods	Creekwood Terrace

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

SUBDIVISION

STREET NAME

Hickory Woods Road
Laurel Valley Road
Leatherwood Lane
Mountain Breeze Lane
Rolling Creek Road
Valley Brook Drive
Valley Trail

Holly Oaks

Crystal Brook Lane
Deanwood Lane
Jeffrey Lane

Individual (Non-Subdivision) Streets

Allen Kirby
Boring Lane
Boring Road
Boyd Station Road
Campbell Lakes Drive
Campbell Station Road, N.
Campbell Station Road, S.
Cavette Hill Lane
Concord Road
Dixon Road
Evans Road
Everett Road
Fleenor Road
Fretz Road
Grigsby Chapel Road
Harrison Road
Herron Road
Hobbs Road, N.
Hobbs Road, S.
Kingston Pike
Lindsey Lane
Loop Road
McFee Road
Municipal Center Drive
Old Stage Road
Outlet Drive
Parkside Drive
Red Mill Lane
Smith Road
Snyder Road
Station West Drive

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

SUBDIVISION

STREET NAME

Turkey Creek Road
Union Road
Virtue Road
Watt Road, N.
Watt Road, S.
West End Avenue
West Point Drive

Inverness

Cassidy Lane
Hawkstowe Lane
Hidden Grove Road
Lake Heather Road
Loblolly Lane
Spring Branch Lane
Woodcliff Drive

Kingsgate

Augustan Lane
Bantry Lane
Barbara Lane
Berwick Lane
Byron Lane
Carlyle Road
Cross Bridge Circle
Dryden Lane
Foxford Drive
Grinstead Road
Harrow Road
Keats Lane
Kingsgate Road, East
Kingsgate Road, West
Lake Mill Lane
Midhurst Drive
Newgate Drive
Peterson Road
Royal Way Lane

Lake Haven Park

Lake Haven Road
Lake Park Circle

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

<u>SUBDIVISION</u>	<u>STREET NAME</u>
Linda Heights	Cedar Ridge Drive Chaho Road Corto Lane Geronimo Road
McFee Manor	Carriage Station Lane Manor Station Lane Providence Glen Lane
Oakley Downs	Oakley Downs Road Sunview Circle
Old Stage Hills	Butterfield Lane Deadwood Road Pony Express Drive Spur Road Wagon Wheel Circle Way Station Trail Wells Fargo Drive
Orchid Grove	Lady Slipper Lane
Park Place	Colonial Ridge Lane Ivy Gate Lane Park Place Boulevard
Powell Acres	Ida Hertzler Lane
Prestwick Place	O'Connell Drive St. John Court
Ramsgate	Applegate Lane
Reserve of Farragut	Johnsons Corner Road Orchard Crossing Lane
Ridgeland	Forest Ridge Circle Hickory Trail Richwood Lane Ridgeland Drive Walden View Lane

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

<u>SUBDIVISION</u>	<u>STREET NAME</u>
Rockwell Farm	Autry Ridge Lane Heathland Drive Laurel Brooke Lane Meadow Pointe Lane Morgan Path Lane Pine Meadows Lane Quail Pointe Road Rockwell Farm Lane Willowcrest Lane
Saddle Ridge	Big Horn Lane Big Oak Lane Buckley Road Buckmill Lane Greeley Lane High Oak Road Key Hole Lane Lamesa Lane Lodgepole Lane Long Ridge Road Oak Landing Lane Paladin Lane Pecos Road Saddle Ridge Drive Shady Ridge Lane Treyburn Drive
Sailview	Anchor Court Sailview Road Spinnaker Road
Sedgefield	Mapletree Drive Pear Leaf Circle Pin Oak Circle Sedgefield Road Sweetgum Drive Sycamore Circle
Sheffield	Inglecrest Lane Lake Hurst Lane

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

<u>SUBDIVISION</u>	<u>STREET NAME</u>
	Raeburn Lane Shirecliffe Lane Thornbush Lane
Shiloh	Confederacy Circle
Siena	Siena Lane
Smithfield	Avallon Place Heathermoor Drive Kittredge Court
St. Charles Place	St. Charles Lane
Steeplechase	Celebration Road Rodeo Drive Triple Crown Boulevard
Stonecrest	Destin Circle Dineen Drive Dundee Road Duzane Drive Hidden Creek Circle Highstone Lane Newport Road Oran Road Wardley Road
Sugarwood	Aspenwood Drive Bigtree Drive Broadwood Drive Buroak Circle Butternut Circle Butternut Lane Candlenut Lane Fruitwood Lane Loganberry Lane Nutwood Circle Sugarwood Drive

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

<u>SUBDIVISION</u>	<u>STREET NAME</u>
Summer Oaks	Cashmere Lane Renaissance Lane
Sweet Briar	Bancroft Lane Briar Gate Lane Gates Mill Drive Glen Iris Lane Glen Willow Drive Ivy Chase Lane Lark Meadow Drive Woodedge Lane Woodrose Court
Thornton Heights	Farr Drive Hughlan Drive Loudoun Road Roane Drive Thornton Drive Towne Road
Turkey Creek Harbor	Anchorage Circle
Turkey Creek Woods	Autumn Leaves Lane Banbury Road Black Powder Drive Golden Harvest Road Turkey Shoot Drive
Village Green	Beacontree Lane Bellfield Road Boundary Lane Briar Creek Drive Chancellors Lane Chowning Drive Corby Lane Crofton Lane Dominion Circle Four Seasons Lane Georgetowne Drive

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

SUBDIVISION

STREET NAME

Governors Lane
Grammar Lane
Hearthside Road
Heritage Drive, East
Heritage Drive, West
Jamestowne Boulevard
Monticello Drive, North
Monticello Drive, South
Nassau Drive
Old Colony Parkway
Old Tavern Circle
Packard Lane
Presidents Drive
Russfield Drive
Russgate Boulevard
Turtle Creek Drive
Village Green Parkway
Weathervane Drive
Williamsburg Drive, North
Williamsburg Drive, South

Vista

Stone Vista Lane
Vista Brook Lane

Weatherly Hills

Blackstone Drive
Weatherly Hills Boulevard

Wentworth

Byfield Court
Dunheith Drive
Gwinhurst Road
Sandringham Court
Somersworth Drive
Torrington Court
Willow Hill Court
Windham Hill Road

Woodchase I

Baytree Court
Cedar Bark Court
Heatherwood Court
Woodchase Drive

TOWN OF FARRAGUT
STREETS ACCEPTED AS PUBLIC STREETS (NEW STREETS IN RED)

SUBDIVISION

STREET NAME

Woodchase II

Fox Chase Circle, West
Woodchase Road, West
Woodsmoke Circle

Woodland Trace

Glenstone Court
Timberhill Court
Woodland Trace Drive

Wyndham Hall

Benwick Lane
Channing Lane
Wyndham Hall Lane

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Approval of Professional Services Agreement for Retail Marketing Services

INTRODUCTION: The purpose of this agenda item is to approve a professional services agreement with The Shopping Center Group (TSCG) for retail marketing services to be provided to the Town of Farragut.

DISCUSSION: In April 2012, the Town of Farragut hired TSCG to provide marketing and demographic materials in preparation for the International Council of Shopping Centers (ICSC) annual convention. These marketing materials provide a professional approach to marketing the Town of Farragut to potential retailers looking to expand in the Greater Knoxville area.

The Town of Farragut sent out Request for Proposals (RFP) for retail marketing services and received three responses. A committee was formed to review the proposals and two firms were interviewed, the Retail Coach and TSCG. The committee concluded that TSCG was the most qualified firm and could provide the best approach to marketing the Town of Farragut to prospective retailers. One of the qualities that set TSCG apart from other firms in this field is that they are actually hired by retailers to find potential sites and this allows their tenant representatives to get a thorough understanding of the Farragut trade area.

The proposed agreement would be for three years and includes all the services listed in Exhibits A & B. The first year agreement would be for \$18,500, year two would be \$16,000 and year three \$17,500. All of the initial marketing materials would be completed within 90 days of execution of this agreement.

FINANCIAL SECTION:

Account Number: 110-47200-254

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$25,000	\$18,750	\$0	\$6,250

Approved By: A. Myers

STRATEGIC PLAN: Execution of this agreement would be consistent with the Board of Mayor and Aldermen's Strategic Plan **Goal 2: Strengthen the Local Economy** with the Objectives of increasing the number of retail businesses and expanding the number of small businesses in Farragut.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the attached Retail Recruitment Services Agreement with The Shopping Center Group for a total of \$18,750.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>ELLIOTT</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

RETAIL RECRUITMENT SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **The Shopping Center Group, LLC** ("Contractor") for services and materials for the assignment described as follows:

Project: Best practices and marketing materials in local retail recruitment to locate in the Town of Farragut, Tennessee.

1. **Services and Materials.** Contractor agrees to perform consulting services and provide the materials as requested in the Client's Request for Proposal, as well as those described in Exhibit B entitled Retail Recruitment Marketing Materials & Consulting Services and attached hereto and incorporated herein.
2. **Compensation.** Contractor has previously provided the services described in Exhibit A entitled Recon Retail Marketing Materials for which it has been compensated \$9,750. For the services and deliverables described in paragraph 1, Contractor will be paid (i) \$18,750 for the twelve-month period following execution of this Agreement by the parties, subject to the obligation of Client to pay Contractor an additional \$4,000 if it terminates this Agreement at the end of the first twelve-month period, or an addition \$2,000, if it terminates this Agreement at the end of the second twelve-month period, (ii) \$16,000 for the second twelve-month period, and (iii) \$17,500 for the third twelve-month period, the obligation to pay said payments in (ii) and (iii) being conditioned upon this Agreement not being terminated as provided herein. The foregoing annual fee amounts include all expenses and time of Contractor providing the services and deliverables described herein.
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 final deliverables as outlined in Exhibit C. Consulting services and updates of materials shall be provided by Contractor throughout the term of this contract, which is contemplated to extend for three (3) years.
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 the entire 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.
10. **Access to the Site/Jobsite Safety.** [Intentionally deleted.]

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:

- i. 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.
- ii. 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. Indemnification.

- i. 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.

- ii. 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.
- iii. 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.
- iv. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

15. Miscellaneous.

- i. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.
- ii. 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.
- iii. 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.
- iv. 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.

- v. 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.
- vi. 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.
- vii. 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 Contract 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.

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

CLIENT:

Town of Farragut

Name: _____

Title: _____

Date: _____

Signature _____

CONTRACTOR:

The Shopping Center Group, LLC

Name: _____

Title: _____

Date: _____

Signature _____

RECON Retail Marketing Materials

The full marketing materials take approximately 90 days to complete in full with ongoing consulting. For a less expensive and faster alternative, Town of Farragut has the option to purchase a limited package. Items mentioned below will be delivered in 45 days or less. Investment in the limited package will count as a credit towards the full package, should the full package be purchased within 8 months of the limited package.

Recommended Deliverables

Tennessee MSA Map

Aerial and Demographic Overview - 2 of each included (\$150/copy)

24 x 36 Aerial Map of the Knoxville Area Big Box Retail Make-Up

24x36 & 11x17 Aerial of Farragut with Traffic, Retail and Restaurant

General Marketing Flyer

Highlight key points and include aerial map

Assistance for RECON ICSC Convention

List of RECON Attendees

Use of TSCG Booth at RECON

Invitation to TSCG Private Party

Program iPad with Recommended APPs

Deliverables – additional copies can be provided at quoted rate

5 Bound Books (\$45/book)

5 Flash Drives with all files electronically (\$15/drive)

TOTAL for RECON Materials

\$ 9,750.00

Retail Recruitment Marketing Materials & Consulting Services

The Shopping Center Group, LLC (TSCG) will partner with the Town of Farragut to determine the best practices and materials for local retail recruitment. TSCG's success in the Southeast is attributed to hands-on brokers in local markets developing specific, proven strategies for clients. Using Geographic Information Systems (GIS) resources that rank among the top in the country, TSCG will produce a variety of resources essential to retailers' decision making process for new locations. TSCG recommends the Town of Farragut use the following marketing materials specific to your community's needs.

Recommended Deliverables

Regional Trade Area Map

Farragut in relation to all major anchor retail concepts in east Tennessee. Customized primary and secondary trade area for included with demographic reports.

Aerial and Demographic Overview

36x48 & 11x17 Aerial with Traffic, Retail, Restaurant, Schools, Major Employers

Center Point: I-40 & Lovell Road

~ Radius Rings: 3, 5, 7, 10 Miles

~ Drive Times: 5, 10, 15, 20 Minutes

~ Drive Distance: 5, 10, 20, 30 Miles

Existing and Potential Business Report

~Leakage Report showing retail categories with greatest potential for success

~ Business Report (excel database) of existing Farragut retail businesses with contact information, estimated number of employees and estimated sales volumes.

~Business Report of similar size communities' businesses with contact information for local and regional businesses who may want to expand in Farragut.

Thematic Maps of Farragut

Median HH Income, Population Density, Daytime Population, Age, Education and 5 Year Population Growth Projections

Daytime Population Maps: School Map & Employer Map

City-wide map plotting schools with enrollment and traffic counts

City-wide map plotting major employers with # employees and traffic counts

Marketing Flier

8.5x11 page promotional piece highlighting key components

Sites Flier

Double sided 11x17 flier marketing 12-15 commercial properties defined by city.

Lifestyle Report

Defining the dominate mosaic lifestyle of a typical Farragut consumer.

Ongoing Assistance

Up to 10 demographic reports per a month upon request. Retailers' contact information provided upon request. ICSC Convention assistance. Recommendations for expanding retail concepts. Available assistance as needed for retail oriented information.

Timeline for Retail Recruitment Consultant Study & Marketing Materials for Farragut, Tennessee

Following please find the details in regard to timing of product delivery:

DEFINITIONS AND TERMS

Contractor: THE SHOPPING CENTER GROUP, LLC, a Georgia limited liability company
c/o Lacy Beasley and or as assigns

CLIENT: Town of Farragut
c/o David Smoak and or as assigns

STUDY which consists of deliverables listed on Exhibit B

Date Action

DAY 1 **Contractor** receives executed contract

DAY 2 **Contractor** sends (via email) invoice for first half consultant fees to Client

DAY 15 **Contractor** sends a list of all information needed from Client to begin
Study

DAY 30 **CLIENT** returns all requested information to **Contractor**

DAY 60 **Contractor** delivers first draft of **Study** to **Client**

DAY 75 **CLIENT** returns one list with all requested changes and maps with
revisions marked

DAY 90 **Contractor** delivers final and complete **Study**

DAY 90 **Contractor** sends (via email) invoice for second half consultant fees to
Client

YEAR 2 FULL Update

YEAR 3 FULL Update