

FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
May 28, 2015

BEER BOARD MEETING
6:55 PM

BMA MEETING
7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. May 14, 2015
- VI. Ordinances**
 - A. First Reading
 - 1. Ordinance 15-08, Fiscal Year 2016 Annual Budget
- VII. Business Items**
 - A. Approval of Professional Services Agreement between the Town of Farragut and Icon Enterprises/CivicPlus
 - B. Approval of Professional Services Agreement with Duncan & Associates: Impact Fee Study and Program
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

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

May 28, 2015

6:55 PM

I. Approval of Minutes

A. April 23, 2015

II. Beer Permit Approval:

A. Approval of Class 5, off-premises permit for the following:

i. El Paraiso Tienda Hispana, 11110 Kingston Pike Suite 140

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

April 23, 2015

Ron Honken, Chairman, called the beer board meeting to order at 6:55 PM. Elected officials present were Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent.

Approval of Minutes

Motion was made to approve the minutes of March 12, 2015 as presented. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent; no nays; motion passed.

Beer Permit Approval:

Approval of Class 1, on-premises permit for the following:

Lenos & Carbon Latin Cuisine, 11151 Kingston Pike

Motion was made to approve the Class 1, on-premises permit for Lenos & Carbon Latin Cuisine, 11151 Kingston Pike. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent; no nays; motion passed.

Beer Board meeting adjourned at 7:00 PM.

Ron Honken, Chairman

Allison Myers, Town Recorder

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AGENDA NUMBER 11.A.i.

MEETING DATE May 28, 2015

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a Class 5, Off-Premise Beer Permit for El Paraiso Tienda Hispana, 11110 Kingston Pike, Suite 140

DISCUSSION:

The purpose of this agenda item is the approval of a class 5, Off-Premise Beer Permit for El Paraiso Tienda Hispana, 11110 Kingston Pike, Suite 140. The business is a Hispanic market and is located in the same shopping center as Sam & Andy's.

The applications and information are in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 5, Off-Premise Beer Permit for El Paraiso Tienda Hispana, 11110 Kingston Pike, Suite 140 subject to obtaining a certificate of occupancy.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

May @ 14
6:55
pd

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:

- Reason for application: New Business ☒ New Ownership ☐ Name Change ☐ Other ☐
- 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) David Crisanto Blanco
David Crivanto

4. Type of applicant (check one):
Person ☒ Firm ☐ Corporation ☐ Joint-Stock Company ☐ Syndicate ☐ Other ☐

5. List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:

WOWO

6. Applicant's present home address: 133 Peterson Rd, Knoxville TN 37934

7. Date of Birth Home Telephone Number
Business Telephone Number (865) 392-1038 Social Security Number

8. Representative Email Address: DavidBlanco54@gmail.com

9. Under what name will the business operate? Tienda Hispana El Paraiso

10. Business address 1110 Kingston Pike, Knoxville TN 37934

Business Telephone number 865-392-1038 Suite 140 ↑

409-365-0725

market

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

David Cresanto Blanco

133 Peterson Rd, Knoxville, TN, 37934

12. Information of any manager, other than the applicant:

Name: David Cresanto-Blanco Birth Date: 06-13-1986

Address: 133 Peterson Rd, Knoxville, TN 37934

Phone Number: 409-365-0725

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.

N/A

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:

Danny Kirby, 255 North Peters Road suite 101

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

Danny Kirby, 255 North Peters Road suite 101

16. What is the name and address of the Church (or other place of worship) nearest to your business?

Methodist Church, 1029 Boone Dr Knoxville, TN 37934

17. What is the name and address of the school nearest to your business?

Farragut Primary School, 509 N Campbell Station

18. Special Occasion Event Name:

N/A
Location of the special occasion event:

N/A
Event Date & Times:

N/A
Representative name & phone number:

N/A
Have you received a special event permit to hold the event in the Town of Farragut?

19. Tennessee Sales Tax Number:

106726269

20. Town of Farragut Business License Number

0300177

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.

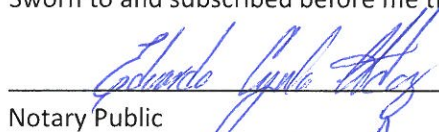
I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503.

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.

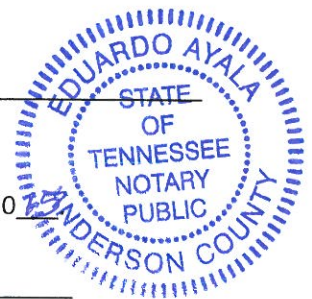
I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.


Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 30TH day of APRIL, 2016


Notary Public

My Commission Expires: APRIL 23TH, 2016



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

FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
May 14, 2015

BRANDING WORKSHOP
6:00 PM

BMA MEETING
7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Public Works Week Proclamation
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. April 23, 2015
- VI. Ordinances**
 - A. Public Hearing & Second Reading
 - 1. Ordinance 15-06, Ordinance to amend Ordinance 14-06, FY2015 Budget, Equipment Fund
- VII. Business Items**
 - A. Approval of Certificate of Compliance for Dixie Lee Liquor
 - B. Approval of Proposed Farragut Logo, Strapline and Look
 - C. Approval of Purchase of a Pre-Owned 2010 Dodge Ram 5500 Bucket Truck
 - D. Approval of Resolution R-2015-02, Resolution to Update the Occupational Safety and Health Program Plan
 - E. Approval of Agreement with Knoxville Utilities Board for Relocation of Gas Facilities on Everett Road
 - F. Approval of Bids for Contract 2015-14, Everett Road Improvements
 - G. Approval of Proposal from Qk4, Inc. for Construction Engineering and Inspection Services for Everett Road Improvement Project
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, May 14, 2015 at 7:00 p.m. Members present were Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent.

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

Mayor's Report

Public Works Week Proclamation

Approval of Minutes

Motion was made to approve the minutes of April 23, 2015 as presented. Moved by Alderman Pinchok, seconded by Alderman Honken; voting yes, Aldermen Honken and Pinchok; Alderman LaMarche abstained; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

Ordinances

Public Hearing & Second Reading

Ordinance 15-06, Ordinance to amend Ordinance 15-06, FY2015 Budget, Equipment Fund

Motion was made to approve Ordinance 15-06 on second and final reading. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

Business Items

Approval of Certificate of Compliance for Dixie Lee Liquor

Motion was made to approve a Certificate of Compliance for Dixie Lee Liquor. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

Approval of Proposed Farragut Logo, Strapline and Look

Motion was made to approve the Farragut Logo, Strapline, and Look as part of the overall branding project. Moved by Alderman LaMarche, seconded by Alderman Honken; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

Approval of Purchase of a Pre-Owned 2010 Dodge Ram 5500 Bucket Truck

Motion was made to approve the purchase of a 2010 Dodge Ram 5500 Bucket Truck to Utility Fleet Sales in the amount of \$67,210. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

Approval of Resolution R-2015-02, Resolution to Update the Occupational Safety and Health Program Plan

Motion was made to approve Resolution R-2015-02, Resolution to Update the Occupational Safety and Health Program Plan. Moved by Alderman Honken, seconded by

Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

Approval of Agreement with Knoxville Utilities Board for Relocation of Gas Facilities on Everett Road

Motion was made to approve the agreement with Knoxville Utilities Board for inclusion of gas line relocation with the Everett Road Improvement Project. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

Approval of Bids for Contract 2015-14, Everett Road Improvements

Motion was made to approve bids and award Contract 2015-14, Construction of Everett Road Improvements, to McKinnon Construction Company, LLC for the low bid of \$3,331,706.30. This amount also includes the cost of the gas line relocation. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

Approval of Proposal from Qk4, Inc. for Construction Engineering and Inspection Services for Everett Road Improvement Project

Motion was made to approve the proposal from Qk4, Inc. for Construction Engineering and Inspection (CEI) Services, not to exceed, \$373,317.14. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, noted that the Everett Road project was the largest project 100% funded by the town.

Meeting adjourned at 7:30 PM

Mary Dorothy LaMarche, Vice-Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Ordinance 15-08, on first reading, to adopt the annual budget of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2015 and ending June 30, 2016

INTRODUCTION: The purpose of this agenda item is to approve Ordinance 15-08, on first reading, adopting the annual budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

BACKGROUND: The annual budget for the Town of Farragut must be approved prior to July 1, which is the start of the fiscal year for our community. The budget is also required to be balanced and remitted to the State of Tennessee Comptroller for review once it has been approved by the Board of Mayor and Aldermen (BMA). Planning for the upcoming FY2016 budget started in February 2015, with departments turning in their budget requests. The BMA also had a strategic planning session in February that prioritized a number of initiatives that have been included in the proposed budget. Since February, the Town has had several workshops to review each of the funds that will be approved as part of the FY2015 budget: General Fund, Capital Investment Fund, State Street Aid Fund, Equipment Replacement, and Insurance Fund.

DISCUSSION: The proposed General Fund budget for FY16 has anticipated revenue of \$9,175,451, which is 10% higher than the budgeted amount of \$8,343,501 in the current fiscal year. The Town has continued to see modest increases in its sales tax revenues, which make up approximately 54% of the overall revenue for the Town of Farragut, and project local sales tax revenues of \$5,200,000 next year. We anticipate that other revenue sources should remain stable over the next year as well.

General Fund Expenditures are increasing 1.1% over the current fiscal year budget for a total of \$6,869,084. In FY16 we were able to make a small modification to employee health insurance which will keep our rates flat for the fourth consecutive year. In addition, we are proposing two program changes, which include changing a part-time public works administrative assistant to full-time status and adding a full-time lead park assistant in parks and leisure services. The cost of the park assistant position will be offset some by the reduction in hours of the current seasonal park assistants. The proposed budget also includes a 3% merit package for Town of Farragut employees based on the results of their performance evaluation.

The overall General Fund budget anticipates \$2.3 million in revenues over expenditures for FY16. We will also be funding our rainy day fund at a total of \$2.06 million and project an available fund balance at the end of the FY16 budget year to be \$4.07 million.

The Capital Investment Program (CIP) Fund budget has a total of \$4,310,500 in projects planned to get underway in FY16. Revenues for the CIP are largely coming from Town resources in the form of a \$3 million transfer from the General Fund and \$257,500 from land acquisition reserves. The remaining \$1.27 million in revenue sources will be a combination of grants and interest. Overall, the projected five year fund balance based on all the projects in the current CIP is \$611,240.

The State Street Aid Fund has estimated expenditures of \$688,000 and projected revenues of \$660,000. The general fund will be transferring \$120,000 to State Street Aid this year. This fund is primarily used to resurface

Town of Farragut streets. At the end of the FY16 budget year there will be an estimated \$617,000 in fund balance.

The Equipment Replacement Fund will have projected expenditures of \$140,500 in FY16 and projected revenues of \$150,350. This fund is used to purchase all vehicles and equipment throughout the Town’s fleet. The general fund is transferring \$150,000 to the equipment replacement fund this year.

The Insurance Fund has no estimated expenditures in FY16 and still maintains a fund balance of \$99,709. This fund has been used to pay for retirement benefits for the closed retiree pension plan.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Ordinance 15-08, on first reading, to adopt the annual budget for the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

BOARD ACTION:

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

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

ORDINANCE	15-08
PREPARED BY	Myers
1 ST READING	May 28, 2015
2 nd READING	June 11, 2015
PUBLISHED IN	Farragut Shopper News
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2015
AND ENDING JUNE 30, 2016.

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the governing body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE TOWN OF FARRAGUT, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body estimated anticipated revenues of the municipality from all sources to be as follows:

General Fund	FY2013-14	FY2014-15	FY2015-16
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Local Sales Tax	5,579,606	5,200,000	5,200,000
State of Tennessee	1,473,393	1,450,000	1,400,000
Other Revenue	2,913,379	2,738,792	2,575,451
Transfer from Other Funds	0	0	0
Fund Balance			\$6,213,572

State Street Aid	FY2013-14	FY2014-15	FY2015-16
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
State Gasoline & Motor Fuel	536,958	535,000	540,000
Other Revenue	720	500	500
Transfer from General Fund	120,000	120,000	120,000
Fund Balance			\$600,268

Equipment Replacement Fund	FY2013-14	FY2014-15	FY2015-16
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Other Revenue	3,101	350	350
Transfer from General Fund	150,000	150,000	150,000
Fund Balance			\$638,258

Insurance Fund	FY2013-14	FY2014-15	FY2015-16
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Interest	102	80	80
Transfer from General Fund	200,000	0	0
Fund Balance			\$99,733

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY2013-14	FY2014-15	FY2015-16
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Personnel	3,648,665	3,800,403	3,918,295
Operating Expenditures	2,284,523	2,616,381	2,950,789
Operating Transfers	3,270,000	3,270,000	3,270,000
Total Appropriations	5,933,188	6,416,784	6,869,084
Total Transfers	3,270,000	3,270,000	3,270,000

State Street Aid	FY2013-14	FY2014-15	FY2015-16
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Road Maintenance	603,853	1,087,402	688,000
Total Appropriations	603,853	1,087,402	688,000

Equipment Replacement Fund	FY2013-14	FY2014-15	FY2015-16
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Major Equipment	111,864	83,000	140,500
Total Appropriations	111,864	83,000	140,500

Insurance Fund	FY2013-14	FY2014-15	FY2015-16
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Retirement Benefit	194,356	173,121	100,000
Total Appropriations	194,356	173,121	100,000

Everett Road Fund	FY2013-14	FY2014-15	FY2015-16
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Transfer to Capital Investment Program	173,121	100,000	0
Total Appropriations	173,121	100,000	0

SECTION 3: At the end of the current fiscal year the governing body estimates balances/ (deficits) as follows:

General Fund	\$6,213,572
CIP Fund	\$3,578,357
State Street Aid	\$617,814
Equipment Fund	\$638,258
Insurance Fund	\$99,733

SECTION 4: That the governing body recognizes that the municipality has bonded and/or other indebtedness as follows:

Bonded and/or Indebtedness	Debt	Interest	Total Debt
Notes (3 years @ 1.5%)	\$750,000	22,500	\$772,500

SECTION 5: During the coming fiscal year the governing body has planned capital investment program and proposed funding as follows:

<u>Proposed Capital Projects</u>	Proposed Amount Financed by Appropriations
Land Acquisition	500,000
Pedestrian/Greenway Connectors	100,000
Old Stage to Everett Greenway Connector	330,000
TDOT ROW Greenway-Everett to Berkley Park	80,000
Campbell Station Inn Improvements	300,000
Campbell Station Inn, Note Payable	257,500
I-40/Campbell Station Interchange	75,000
McFee Park Splash Pad Replacement/Extension	400,000
MBLP Improvements (turf fields)	800,000
Watt Rd/KP Intersection Improvements	100,000
Union Road Improvements	350,000
CSR North of I-40 Widening	50,000
Concord Road Lighting	200,000
Kingston Pike/Virtue Road Signal	210,000
Parkside/Outlet Drive Feasibility Study	100,000
Town-Wide Signal Timing	258,000
Campbell Station Rd-Parkside to Jamestown	200,000
Total Project Costs	\$4,310,500
<u>Funding Sources</u>	
Contractor Forfeitures	56,000
STP Funding (KP Greenway)	320,000
STP Funding (Old Stage to Everett Road Greenway)	264,000
CMAQ Funding (Traffic Timing)	258,000
CSR/KP Intersection	240,000
Parkside Feasibility Study Cost Share	80,000
LPRF Grant	43,000
Interest Earnings	9,000
Transfer from General Fund	3,000,000
Land Acquisition Reserves	257,500
Total Funding Sources	\$4,527,500

- SECTION 6: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of the available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.
- SECTION 7: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Sec. 6-56-209 of the *Tennessee Code Annotated*. Any resulting transfers shall be reported to the governing body at its regular meeting and entered into the minutes.
- SECTION 8: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.
- SECTION 9: If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with Section 6-56-210, *Tennessee Code Annotated* provided sufficient revenues are being collected to support the continuing appropriations. Approval of the Director of Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.
- SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.
- SECTION 11: This ordinance shall take effect July 1, 2015, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VII. A. MEETING DATE: May 28, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Gary Palmer, Assistant Town Manager

SUBJECT: Contract Renewal for Website Hosting and Maintenance Services
Town of Farragut and Icon Enterprises, Inc. (dba CivicPlus)

ATTACHMENTS: Professional Services Agreement between the Town of Farragut and Icon Enterprises, Inc.

INTRODUCTION: This is a standard contract renewal for services between the Town of Farragut and long term Town contractor CivicPlus (www.civicplus.com) for the hosting and maintenance of our Town website (www.townoffarragut.org).

The Town initially contracted with CivicPlus in 2010 for a three year term. We renewed for another 1 year term in 2013. Now, we are proposing to renew for another four year term which will cover our web hosting and maintenance services until 2019.

BACKGROUND: After an exhaustive RFQ process conducted by the E-Government Team in 2009, the Town resolved to contract with the most qualified firm CivicPlus. The result is the robust interactive website we have now. CivicPlus has been a good business partner with the Town and we rarely have technical issues with the website. When we do have issues, they are quickly resolved. CivicPlus specializes in local government web design and hosting services. According to CivicPlus they have over 1,800 community clients.

Upon execution of this contract, the Town's E-government Team and CivicPlus will begin the complete redesign of the Town's website. This redesign will upgrade our modules, the interactive user-end experience, and reflect our recent Town branding initiative.

The annual fees have a built in 5% escalator after the first term and broken down by year as follows:

2015: \$8,141.98
2016: \$8,549.08
2017: \$8,976.53
2018: \$9,425.36
Total: \$35,092.95

RECOMMENDATION BY: G. Palmer, Assistant Town Manager

PROPOSED MOTION: Approve the contract renewal between the Town of Farragut and Icon Enterprises, Inc. for a four year term beginning May 28, 2015 in the amount of \$8,141.98 for the 1st year with a 5% escalator for each year thereafter.

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

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

CivicPlus Recurring Redesign Contract Addendum

Organization	Town of Farragut, TN	URL	www.townoffarragut.org		
Street Address	11408 Municipal Center Dr.				
Address 2					
City	Farragut	State	TN	Postal Code	37934
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	Gary Palmer - 865-356-2938 gpalmer@townoffarragut.org				
Emergency Contact & Mobile Phone	Jennifer Hatmaker – 865-966-7057 jhatmaker@townoffarragut.org				
Emergency Contact & Mobile Phone					
Billing Contact	Pam Hall	E-Mail	Pam.hall@townoffarragut.org		
Phone	865-966-7057	Ext.	N/A	Fax	865-675-2096
Billing Address	11408 Municipal Center Dr.				
Address 2					
City	Farragut	ST	TN	Postal Code	37934
Tax ID #	62-1095212			Sales Tax Exempt #	
Billing Terms	Multi-Year (4 Years)			Account Rep	Reece Hammitt
Info Required on Invoice (PO or Job #)					
Contract Contact	Gary Palmer			Email	gpalmer@townoffarragut.org
Phone	865-966-7057	Ext.	N/A	Fax	865-675-2096
Project Contact	Gary Palmer			Email	gpalmer@townoffarragut.org
Phone	865-966-7057	Ext.	N/A	Fax	865-675-2096

THIS CONTRACT ADDENDUM is agreed to on May 28, 2015, between Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") with its principal place of business located at 302 S. 4th St., Suite 500, Manhattan, Kansas 66502, and Town of Farragut, TN ("Client"), with its principal location at 11408 Municipal Center Dr.; Farragut, TN; 37934, and shall be effective as of the date of signing indicated at the end of this addendum.

RECITALS

WHEREAS, CivicPlus is engaged in the business of engaged in the business of developing, marketing and selling custom community engagement platforms that include web sites, web interfaces and portals and a proprietary Government Content Management System (GCMS®) and associated modules; in addition to project development, design, implementation, support and hosting services;

WHEREAS, Client is currently engaged in a relationship with CivicPlus for Annual Support, Maintenance and Hosting services as set forth in the original contract signed on November 16, 2010;

Service & License Agreement for Farragut, TN

WHEREAS, Client and CivicPlus have agreed to alter certain terms as set forth in the original contract; specifically, the addition of terms and services as specified in this addendum.

NOW, THEREFORE, Client and CivicPlus agree as follows:

Scope of Services

1. Client has selected to renew the CivicPlus Advantage Plan for an additional 48 months, which continues to build eligibility for a CP Basic Redesign. Project details and cost can be found in Exhibit A.
2. After one year (12 months) under the terms of this addendum, as well as those of the original contract and all associated pricing, Client will be fully eligible for a CP Basic Redesign.

Billing & Payment Terms

3. All other billing and payment terms reflected in the original contract, including invoice and payment dates, apply to this addendum.
4. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
5. Should the Client fail to meet any deadlines mutually agreed upon in the timeline meeting both parties will mutually agree to extend the affected milestone dates. CivicPlus will not be held liable under this Agreement for any delay caused by the Client. Should delays caused by the Client extend the website redesign go live date by more than 30 days past the originally agreed upon date the Client can select one of the following options:
 - a. Client will pay annual fees for the current live website and the redesigned website under development, as both are being hosted on our servers.
 - b. Annual Services will be discontinued for the current live website (website will no longer be accessible to the public or Client).
6. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content.

Agreement Renewal

7. Unless otherwise stated in the original agreement, the original agreement and this addendum shall remain in effect for a period of four years (48 months) from signing. In the event of early termination by the Client within the first twelve (12) months of the addendum, Client forfeits eligibility for the CP Basic Redesign, all funds applied to such eligibility, and full payment for services provided is due within 15 days of termination.
8. After four years (48 months), in the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract terms of 12 months.
9. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days' written notice, prior to the contract renewal date. In the event of early termination of this Agreement by the Client, full payment for services provided is due within 15 days of termination.
10. Each year this addendum is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

Intellectual Property, Ownership & Content Responsibility

11. Upon full and complete payment of submitted invoices for the Project Development and live-launch of the redesigned website, Client will own the Customer Content. Client will not own the GCMS® software or its associated applications and modules.
12. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any



Service & License Agreement for Farragut, TN

other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.

14. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Taxes

15. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Applicability

16. All other terms, conditions, contractual obligations and agreements acknowledged and agreed upon in the original contract remain in effect and are not altered or nullified by this addendum.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail or Fax this Copy	And – Mail Two (2) Signed Originals
Attn: Contract Manager	CivicPlus Contract Manager
E-mail: SalesCoordinators@CivicPlus.com	3002 S. 4 th St., Suite 500
Fax: 785-587-8951	Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

Exhibit A - CivicPlus Project Deliverables

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

Design & Project Overview

With the Basic Redesign, (in 48 months) our designers will create a fresh new look for your site, and our CivicPlus Team will handle the content migration. This package offers clients the opportunity to utilize the new Aurora Live Edit features which will provide the flexibility to apply new navigation structures at your leisure and much more.

Our developers will migrate all of the content from your existing site to your new site and ensure proper site styles are applied. Additionally, this team will move current content to relate with new menu structure. With this solution your basic content will **not** be adjusted from how it was originally established on your existing site.

The Basic option works great for customers who have a few content contributors and have kept the sites content in good condition. This offering will allow flexibility to freshen up your site later on with new slide show offerings, tabbed areas, navigational changes, and so much more.

Includes:

- New design presented on Aurora
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup – wireframe
- Sitemap
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Content
 - Includes migrating of all existing content and retouching of published pages to ensure new site styles are applied and modules are related to feature columns.
 - Contact information will be moved to an info advanced area if previously formatted in a right contact layout.
 - Pages will be moved to coordinate with new menu structure

Note: Content will not be rewritten, reformatted or broken up. Additionally, new pages will not be created.

- Six hours of webinar group training for 2 people that will be scheduled during the project with other client participants
- Spelling and broken links will be ran and provided to client
- Inclusion of all standard modules (see follow page for complete list)

2015 Annual Fees Due (towards 2nd redesign in 48 months)

Redesign should be in May 2019

\$2,100 p/year

Functionality Options	One-Time	Annual
Additional Banner	n/a	n/a
Content Development – 50 pages of content creation	\$1,450	n/a
Custom Client Mobile App (iOS & Android)	\$5,500	\$1,950
Department Header Package (No annual fee in the first year; annual fees starts in second year)	\$3,100	\$650
LDAP Integration	\$1,200	\$300
New Logo Development	\$5,000	n/a
New Logo Development with Branding & Graphics Development	\$7,000	n/a
Subsite (No annual fee in the first year; annual fees starts in second year)	\$8,000	\$1,575
12 hours interactive webinar training (up to 6 employees)	n/a	n/a
Media Center Module	n/a	\$1,000

Project Development and Deployment Includes the Following:

Modules	Functionality
• Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Photo Gallery • Quick Links • Spotlight • Staff Directory	• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Share and Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log



Exhibit B - Annual Support, Maintenance and Hosting Services

2015 Annual Support, Maintenance and Hosting Fee Server Storage not to exceed 10 GB Does Include Media Center Module Storage 10 GB <i>Subject to a 5% annual increase in 2016 and beyond</i>		\$6,041.98
Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



License and Service Agreement for **Farragut, TN**

Organization Town of Farragut, TN URL www.townoffarragut.org

Street Address 11408 Municipal Center Drive

Address 2

City Farragut State TN Postal Code 37934

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Gary Palmer – 865-356-2938

Emergency Contact & Mobile Phone Valerie Millisapps –865-621-8419

Emergency Contact & Mobile Phone

Billing Contact Pam Hall E-Mail pam.hall@townoffarragut.org

Phone 865-966-7057 Ext. N/A Fax 865-675-2096

Billing Address 11408 Municipal Center Drive

Address 2

City Farragut Postal Code 37934

Tax ID # 62-1095212 Sales Tax Exempt #

Billing Terms Annual Account Rep Reece Hammitt

Info Required on Invoice (PO or Job #)

Contract Contact Gary Palmer Email gpalmer@townoffarragut.org

Phone 865-966-7057 Ext. N/A Fax 865-675-2096

Project Contact Gary Palmer Email gpalmer@townoffarragut.org

Phone 865-966-7057 Ext. N/A Fax 865-675-2096

Project Agreement

THIS AGREEMENT, entered into as of this 16th day of November, 2010, by and between Icon Enterprises, Inc. d/b/a CivicPlus of Manhattan, Kansas (hereinafter referred to as the "Consultant") and the Town of Farragut, Tennessee, (hereinafter referred to as the "Town").

WITNESSETH THAT:

WHEREAS, on or about July 30, 2010, the Town issued a Request for Proposals for Website Development Services ("RFP"); and

WHEREAS, Consultant responded to the RFP with its proposal dated August 30, 2010 ("Proposal"), which Proposal was determined by the Town to be most responsive to the Town's needs; and

WHEREAS, representatives of the Town and Consultant have collaborated in the refinement of the terms and conditions upon which the Consultant would be engaged by the Town to provide its services as described in the RFP; and

WHEREAS, the parties desire to memorialize the terms and conditions of an agreement pursuant to which the contract resulting from the RFP would be awarded to Consultant.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Consultant and Scope of Services. The Town hereby engages Consultant to, and Consultant hereby agrees to provide the Town a unique website that includes all services and functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto. General Scope of Services: (1) to plan, design, develop and to create the content for a dynamic, user-friendly, high performing and efficient e-governmental-oriented website not inconsistent with the "best practices" in municipal e-government service delivery, (2) to train the Town's designated personnel in the administration and operation of the Content Management System ("CMS") for the website, (3) to implement the process of taking the website live and fully functional as proposed, and (4) to provide annual support, maintenance and hosting, all as more specifically provided on pages 2 and 5 of Exhibit A which is incorporated herein by reference. The project enhancement options listed on pages 3 and 4 of Exhibit A will be made available to Town by Consultant as extras to the services provided hereunder, at pricing to be agreed upon in writing by the parties. Incorporated herein by reference is the content of the RFP and Consultant's response to the RFP ("Response"). In the event that the specific provisions of this Agreement conflict with provisions of the RFP or the Response, the provisions of this Agreement shall govern. As an additional benefit to Town hereunder, if at the end of year four (4), the Town elects to secure annual support, maintenance and hosting for a fifth year as provided for in paragraph 2 at the cost provided in paragraph 3, then Consultant shall provide, at Town's election, a basic redesign of its website at no additional cost to consist of the components listed in and subject to the limitations of Exhibit B, Basic Redesign of Website.

2. Time of Performance of Website Reconstruction and Term of Support and Maintenance. The services of the Consultant are to commence immediately upon execution of this contract and shall be undertaken and pursued in such sequence as to assure their

expeditious completion. The Client shall sign a project completion and acceptance form prior to project go-live. All parties agree that the website will not go-live until the project is accepted in writing by the Client. Full website design and related website development services required hereunder shall be completed and fully launched on or before July 01, 2011. Meeting the mutually agreed upon Project Go-Live date is contingent upon the Client meeting all mutually agreed upon deadlines. Should the Client fail to meet any deadlines, the parties will mutually agree to extend the affected milestone dates under this Agreement. CivicPlus will not be held liable under this Agreement for any delays caused by Client.

3. Compensation and Method of Payment. The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid over a three (3) year period. See Exhibit A for complete details and fee options.

- A. Client's annual fee for Year One is \$12,557; Year Two is \$12,557; and Year Three is \$12,557. The annual fees include annual maintenance for three (3) years. No term under this agreement will exceed \$12,557.
- B. Billing for the CivicPlus Advantage Plan begins on the first day of the fourth month following the signing of this agreement, or upon Project Go-Live, whichever happens first. Project Go Live is defined as the date the website developed pursuant to this Agreement is made available to the public under the Town's preferred domain name.
- C. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 36 months from the first date of billing. Sixty days prior to the end of 36 months, CivicPlus will inform Client of the following options:
 - i. Renew the CivicPlus Advantage Plan for an additional 12 months for an annual fee of \$12,557. At the end of 48 total months on the CivicPlus Advantage Plan, client is entitled to receive a basic redesign of their website at no additional cost, subject to the restrictions detailed in Exhibit B – Basic Redesign of Website.
 - ii. Terminate the CivicPlus Advantage Plan and contract for Annual Support, Maintenance & Hosting services with CivicPlus. Services included with Annual Support, Maintenance & Hosting services are noted in Exhibit A. If this option is selected, Client's fourth year hosting base fee would be \$3,666, subject to annual increases of 3%.
 - iii. Terminate services with CivicPlus.
- D. Fees for the Plan will be invoiced annually in advance and are due by the first of the following month, but no sooner than 30 days from invoice date.
- E. Service may be temporarily discontinued at the discretion of CivicPlus if payment by the Client is not made within 30 days of receipt of the invoice by the Client
 - i. CivicPlus will fully reinstate all services under this agreement upon receipt of payment by the Client
- F. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days notice prior to removal of the website for non-payment.

G. Provided the Client's account is current, at any time the Client may request an electronic copy on CD of the website Customer Content. Client agrees to pay \$225 per completed request. Upon termination of services, client may request a complimentary electronic copy of website Customer Content.

4. Consultant's Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of the Town nor shall such personnel have been employees of the Town during any time within the twelve-month period immediately prior to the date of this contract, except with the express prior written consent of the Town Administrator or his/her authorized agent. Further, Consultant agrees that no such personnel shall be involved in any way with the performance of this contract, without the express prior written approval of the Town Administrator or his/her authorized agent.

5. Review and Coordination. To insure adequate review and evaluation of the work, and proper coordination among interested parties, the Town shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Town will work in close collaboration with the Consultant during the design and implementation of the new website, and during other work under this Agreement. Upon completion of training the Client will have an opportunity to beta test all features of the final website to ensure functionality prior to delivering to the public through the internet.

6. Inspections. Authorized representatives of the Town may at all reasonable times review and inspect the activities and data collected pursuant to this contract. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Consultant shall be made available to authorized representative of the Town for inspection and review at all reasonable times. Approval and acceptance of such material shall not relieve the Consultant of its professional obligation to correct, at its expense, any errors found in the work. CivicPlus shall have 30 days after receipt of written notice to cure such default.

7. Standards of Services to be Provided. (a) During the term of this Agreement and any extension of the annual support, maintenance and hosting services, Consultant warrants that it will, without additional charge to Town, immediately correct any problems or defects of which it is notified by the Town that are found in its work or services in hosting the Town's website during development of its new website, and in the development and implementation of the new website, such warranty to include, but not be limited to, ongoing maintenance upgrades and technical error correction.

(b) Consultant shall provide online website statistics software at no extra charge, and, should Town desire to use a different software than Consultant provides, Consultant will provide the Town the necessary log file access without charge.

(c) During the term of this Agreement and any extensions of the annual support, maintenance and hosting services, Consultant shall provide unlimited telephone support

Monday-Friday, 7:00 a.m. – 7:00 p.m. (Central Time) excluding holidays for all trained Town staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Town. Town is responsible for providing Consultant with contact updates. Support includes providing technical support of the content management system, application support (pages and modules), and maintenance of Town's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.

8. Data to be Furnished Consultant. All information, data, reports, records and maps which are existing, readily available and reasonably necessary, as determined by the Town Administrator or his/her authorized agent, for the performance by the Consultant of the work and services required by this contract shall be furnished to the Consultant without charge by the Town. The Town, its agents and employees, shall fully cooperate with the Consultant in the performance of the Consultant's duties under this contract.

9. Rights in Documents Materials and Data Produced. (a) Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations and other data prepared by or for it under the terms of this contract shall be delivered to, become and remain the property of the Town upon termination or completion of the work. The Town shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, or other graphic representations and works of a similar nature. No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Consultant or its subcontractors.

(b) This Agreement is not a sale of the CivicPlus Content Management System and its associated applications and modules (the Proprietary System). Consultant owns the Proprietary System and provides a right of use to the Town during the period of this Agreement. Rights are non-transferable.

(c) Upon completion of the development of the site, the Town will assume full responsibility for Web site content maintenance and content administration. The Town shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all content.

(d) Town shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Proprietary System in any way; (ii) modify or make derivative works based upon the Proprietary System; (iii) create Internet "links" to the Proprietary System or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Proprietary System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Proprietary System, or (c) copy any ideas, features, functions or graphics of the Proprietary System.

(e) The CivicPlus name, the CivicPlus logo, and the product and module names associated with the Proprietary System are trademarks of CivicPlus, and no right or license is granted to use them.

10. Publication and Publicity. (a) Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented publicly or published without prior approval of the Town Administrator or his/her authorized agent. All such reports, information, data, etc., shall be kept confidential by the Consultant and shall not be made available to any individual or organization by the Consultant, until the Town Administrator or his/her authorized agent authorizes the release of same in writing.

(b) Town permits Consultant to include an example of the Town's homepage and a link to the Town's website on Consultant's corporate website. Town will cooperate with the Consultant to create a news item to be released in conjunction with Town's new website going live. Town will provide Consultant with contact information for local and regional media outlets. Consultant may use the press release in any marketing materials as desired throughout the term of this Agreement. Town agrees to allow Consultant to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Town understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

11. Interest of Consultant. The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the Consultant, nor their agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed by the Consultant as an agent, subcontractor or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph, the Consultant shall request in writing the advice of the Town Administrator, and if the Town Administrator shall notify the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.

12. Indemnification. a) To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town, its officers, employees and agents from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work herein, but only to the extent caused in whole or in part by acts or omissions of the Consultant, its officers, employees, agents, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified

hereunder, except that this indemnification shall not extend to damages caused by or resulting from the sole negligence or intentional acts or omissions of the indemnifying party. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this paragraph. Such obligation shall not be construed to limit or negate the Consultant's right to seek contribution from any or all joint obligees whose acts or omissions in whole or in part gave rise to the claim, damage, loss or expense indemnified hereunder.

b) CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer and which are contracted directly by the Town. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities and which are contracted directly by the Town.

13. Insurance. The Consultant shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the Town, nor shall the Consultant allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Consultant.

(a) Worker's Compensation: The Consultant shall procure and shall maintain during the life of this agreement, Worker's Compensation Insurance for all of its employees to be engaged in work on the project under this agreement, and in case any such work is sublet, the Consultant shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker's Compensation Insurance.

(b) Comprehensive General Liability: The Consultant shall procure and shall maintain during the life of this agreement, such Comprehensive General Liability Insurance as shall protect it performing work covered by this agreement from claims for damages for Bodily Injury, including accidental death, as well as from claims for property damages, which may arise from operations under the agreement, whether such operations are by the Consultant or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

\$1,000,000	Bodily Injury, including death, each occurrence
\$500,000	Property Damage, each occurrence
\$1,000,000	Property Damage, in the aggregate.

(c) Certificates of Insurance: Certificates acceptable to the Town shall be attached to the signed Contract Documents when they are transmitted to the Town for execution. The Consultant shall not commence work under this contract until all insurance described above has been obtained and the Town has approved such insurance.

14. Assignability. The Consultant shall not assign, sublet or transfer all or any portion of his/her interest in this Agreement without the prior written approval of the Town Administrator or his/her authorized agent.

15. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Tennessee, and all questions of interpretation and construction shall be construed in accordance with the laws of the State of Tennessee.

16. Jurisdiction. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Tennessee for Knox County and to the jurisdiction of the United States District Court for the Eastern District of Tennessee for the purposes of any suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof brought by any party to this Agreement.

17. Notices. Any notice or other communication required or permitted hereunder shall be deemed given if in writing and delivered personally, by facsimile transmission or electronic mail, or sent by certified, registered or express mail, postage prepaid, to the respective addresses of the parties set forth below or to such other addresses as any party hereto may hereafter furnish to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt. Any such notice shall be deemed given when personally delivered or when received, if either (1) delivered by facsimile transmission or electronic mail (with written confirmation of receipt and provided that a copy of the same is also sent the same day by certified, registered or express mail, postage prepaid, to the respective addresses of the parties) or (2) delivered by registered or certified mail or overnight courier delivery:

Town:

Town Administrator
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
Facsimile No.: (865) 675-2096
E-Mail Address: David.Smoak@townoffarragut.org

with a copy to:

Gary Palmer
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
Facsimile No.: (865) 675-2096
E-Mail Address: Gary.Palmer@townoffarragut.org

Consultant:

S. Ward Morgan, President
CivicPlus
317 Houston Street, Suite E
Manhattan, KS 66502
Facsimile No.: (785) 587-8951
E-Mail Address: morgan@civicplus.com

18. Entire Agreement and Opportunity to Review. This Agreement (including the Exhibits hereto) and the agreements, certificates and other documents delivered pursuant hereto and referenced herein contain the entire agreement among the parties with respect to the transactions described herein, and supersede all prior agreements, written or oral, with respect thereto. Each party acknowledges that he/it has had the opportunity to review all documents associated with this transaction with counsel of their choice, and that each party has read and understands the terms of this Agreement as well as all other documents associated herewith.

19. Waivers and Amendments. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties, or in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other such right, power or privilege.

20. Binding Effect; No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives. This Agreement shall not be assignable except by written consent of the non-assigning parties hereto, and any other purported assignment shall be null and void.

21. Further Assurances. From time to time prior to, at and after the execution of this Agreement, each party will execute all such instruments and take all such actions as another party, being advised by counsel, shall reasonably request in connection with carrying out and effectuating the intent and purpose hereof and all transactions and things contemplated by this Agreement, including, without limitation, the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered at the closing, and any and all actions which may reasonably be necessary or desirable to complete the transactions contemplated hereby.

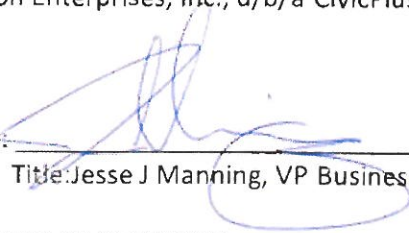
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IN WITNESS WHEREOF, the Consultant and the Town have executed this Agreement as of the day first above written.

ATTEST:

Maxine Kullman

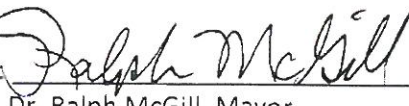
Icon Enterprises, Inc., d/b/a CivicPlus

By: 

Title: Jesse J Manning, VP Business Development

TOWN OF FARRAGUT

ATTEST:

By: 

Dr. Ralph McGill, Mayor

APPROVED AS TO LEGAL FORM:

Thomas M. Hale

Town Attorney

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Exhibit A - CivicPlus Project Deliverables

Project Development Total	\$26,675
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See a detailed breakdown of included modules and functionality on page 2.

Annual Support, Maintenance & Hosting Per Year (x 3 years)	\$3,666
	\$37,671

All Quotes are in US Dollars and Valid for 30 Days from October 29, 2010.

At the request of the Town of Farragut, CivicPlus agrees to redistribute their standardized pricing as follows:

CivicPlus Advantage Project Development & Annual Maintenance, Support & Hosting

Year One	\$12,557
Year Two	\$12,557
Year Three (Client may terminate contract at the end of 36 months or select from options available in Term 3 of the Terms & Conditions)	\$12,557

TOTAL COST	\$37,671
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Fee Breakdown with Deliverables

Objective 1: Establishing Your Site's Focus	
Phase 1: Analysis and Timeline Development The vendor will collaborate with the Team in order to develop an appropriate timeline for implementation of the new website. <u>Deliverable:</u> Project Timeline and worksheets	\$2,279
Phase 2: Website Design Vendor will provide three (3) complete unique design options from which the Team will choose a final design for implementation. <u>Deliverable:</u> Website Design Composition	\$9,453
Phase 3: Navigation Architecture Development <u>Deliverable:</u> Navigation structure optimized for your website	\$770
Objective 2: Content Development and Page Layout	
Phase 4: Modules and Site Setup <u>Deliverable:</u> Set up fully functional site, software that runs the site, and site's statistical analysis.	\$2,503
Phase 5: Content Development of 100 standard pages and up to 500 supporting elements <u>Deliverable:</u> Website content development and module content.	\$4,133
Phase 6: Test and Review, Establish Future Expectations - Make final revisions to website - Quality Assurance review of new website - Review ongoing responsibilities of department heads and administrative staff <u>Deliverable:</u> List of items that need to be addressed	\$1,862
Objective 3: Equipping Your Staff for Successful Website Maintenance	
Phase 7 Option: 24 Hours Phone Training (up to 2 employees) <u>Deliverable:</u> Train System Administrator(s) on CMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website	\$3,419
Objective 4: Website Deployment	
Phase 8: Go-Live and Project Review <u>Deliverable:</u> Final project review report	\$2,006
Phase 9: Marketing <u>Deliverable:</u> Registration of site with all major search engines	\$250
Phase 10: Ongoing Consultation <u>Deliverable:</u> Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.	Included
Module Upgrades	
Included	Included
Functionality Upgrades	
Additional domain name and standard portal	Included
Gov 2.0 Upgrades	
Blog	Included
Facebook Integration	Included
Share	Included
Twitter Integration	Included
Options Included in One-Time Fee	
None	
Total Project Development Fee	\$26,675
Annual Support, Maintenance and Hosting Fee	
Server storage not to exceed 15 GB, Media Center storage not to exceed 10 GB	\$3,666

Project Enhancement Options. Prices shown are valid for six months from contract signing

Consulting/Training Options	One-Time Fee
Pre-Implementation Option: On-Site Kick-Off Meeting One day meeting with website committee to discuss design goals, review audience goals and meet with departments to kick-off with a project overview <i>Quote includes travel expenses.</i> <u>Deliverable:</u> A document summarizing the meetings, with analysis and recommendations. Design information gathered.	optional
Pre-Implementation Option: On-Site Strategic Planning with Individual Departments Two days of meetings (up to 12 departments) to interpret current processes and services, resulting in recommendation for website solutions. <i>Quote includes travel expenses.</i> <u>Deliverable:</u> A document summarizing the meetings, with analysis and recommendations. Design information gathered.	optional
Phase 3 Option: Onsite Meeting for Individualized Content Planning Two days (up to 12 Departments) to analyze call logs, review assignments, review individual sections' navigation, identify services/needs of departments, demonstrate best practices, review functionality and how it applies to individual sections. <i>Quote includes travel expenses.</i> <u>Deliverable:</u> Presentation on best practices, review worksheet assignments and review design composite.	optional
Phase 5 Option: 50 Pages of Additional Content	\$1,450
Phase 7 Option: Days of On-Site Training for up to 10 employees <i>Quote includes travel expenses</i> <u>Deliverable:</u> Train System Administrator(s) on CMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	optional
Phase 7 Option: Days Training in Manhattan, KS (up to 10 employees) <i>Client is responsible for all travel-related arrangements and expenses.</i> <u>Deliverable:</u> Train System Administrator(s) on CMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	optional
Phase 7 Option: One day On-Site Training/Consulting Review website with department administrators and provide additional time for basic learners. Review website procedures. Must be held concurrently with original on-site training session.	optional
Phase 7 Option: Laptop Lab Laptops for use in your CivicPlus training session.	optional
Phase 8 Option: Content Fixes Site review and cleanup immediately prior to go-live, correct page issues created by client staff	optional
Phase 8 Option: Website Presentation One day of on-site meetings to present website to stakeholders. <i>Quote includes travel expenses.</i>	optional
Post-Training Option: Three Month Checkup Held three months after Go-Live, includes two days of additional consultation/training. <i>Quote includes travel expenses.</i>	\$7,000
Post-Training Option: Three Day Annual Refresher One day of consultation, two days refresher/advanced training. <i>Quote includes travel expenses.</i>	\$5,200

Project Enhancement Options (cont.)

Functionality Options	One-Time	Monthly
Emergency Alert – (Site-Wide Push) Posts at the top of each page of your website	\$400	n/a
Forms – custom developed to client's specification	\$375/ea	n/a
Live redundant site at remote host location	\$2,000	Varies
Remote hosting at client location	\$750	Varies
LDAP Integration	\$2,700	n/a
Language Translation (hand translation, priced per single language)	\$125/page or \$1,000/10 pgs	n/a
Logo Development	\$5,000	n/a
Logo Development with Branding & Graphics Development	\$7,000	n/a
Sub-Site - Basic	\$2,500	\$60
Sub-Site - Advanced	\$6,500	\$135

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Project Development Includes the Following:		
Modules		Functionality
• Archive Center • Bid Postings • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • Emergency Alert Notification • ePay • Facilities & Reservations w/50 Facilities • FAQs • Featured Info Module • Forms Development Tool • Healthy City Initiative • Intranet • Job Postings • Media Center • NewsFlash • NotifyMe Email Subscription • Online Job Application w/1 Generic Application • Opinion Poll • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator w/25 Properties • Request Tracker (5 users) • Staff Directory		• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log
Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Exhibit B – Basic Redesign of Website**Basic Redesign of Website****Package Includes:**

- New design
- Redevelop banner
- Up to 3 graphic buttons to promote special services
- Redevelop navigation method (may choose top drop-down or other options)
- Select color scheme to match new graphics
- Design setup - wireframe
- Print this page option
- Email this page option
- Breadcrumbs
- Sitemap
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management – 18-20 hours, plus 1.5 hours for each 100 pages of content development
- Testing
- Review
- Content Migration includes retouching of all existing pages on the redesigned website to ensure proper formatting, menu structure, and application of new site styles. Note: Content will not be rewritten or pages broken up (shortened or resectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Manager

SUBJECT: Approval of Professional Services Agreement with Duncan & Associates: Impact Fee Study and Program

INTRODUCTION: The subject study was identified as a priority in the Town's Strategic Plan and reflected on the FY 2015 work program. In late 2014 the Town published a Request for Qualifications from qualified consulting firms for the purpose of conducting a complete study of the Town's vehicular infrastructure, needs assessment, and feasibility of implementing development fees for improving this infrastructure (commonly known as an Impact Fee Study).

The Town received two *statements of qualifications* (Tischler-Bise out of Maryland and Duncan Associates out of Texas). These statements were evaluated and scored by an internal team (Gary Palmer, Ashley Miller, and Darryl Smith) and references verified. Duncan Associates was by far the most qualified firm for this initiative. Upon completion of scoring the Town began contract negotiations with Duncan Associates. The agreement is the result of those negotiations (SEE attached DRAFT professional services agreement between the Town of Farragut and Duncan Associates).

BACKGROUND: The Town identified this initiative as a priority back in 2004-5 and subsequently contracted with Duncan Associates for this same initiative. The study was completed in 2006 but the enabling ordinance required to implement the impact fees was not passed by the Board of Mayor and Aldermen. This 2006 study and infrastructure issue was "shelved" until recently.

Over the past two years the Town has discussed our aging or inadequate infrastructure and possible funding mechanisms/sources. Exacerbating the issue are the multiple developments petitioning the Town for approval of dense residential development along some of our inadequate corridors.

The Town understands this is an issue needing immediate attention. The Town does not have the typical (stable) revenue generating policies in place (property tax); therefore, we need to evaluate alternatives. The strategic planning process brought the issue of impact fees to the fore which resulted in approving FY 15 funding for professional services to study the impact fee alternative.

FISCAL IMPACT:

SEE Attachment A: Scope of Services

The entire scope of services will be completed for a lump sum cost not to exceed \$64,460.00.

FINANCIAL SECTION:

Account Number: 110-41670-254

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$100,000	\$64,460	\$0	\$35,540

Approved By: 

RECOMMENDATION BY: G. Palmer, Assistant Town Manager

PROPOSED MOTION: Approve the agreement between the Town of Farragut and Duncan Associates with total compensation not to exceed \$64,460.00.

BOARD ACTION:

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

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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **TOWN OF FARRAGUT, A TENNESSEE MUNICIPAL CORPORATION** ("CLIENT") and **DUNCAN ASSOCIATES, A TEXAS CORPORATION** ("CONSULTANT") for lump-sum professional planning services.

PROJECT: Impact Fee Study and Program

LOCATION: Town of Farragut, TN

PROJECT DESCRIPTION: Transportation Planning Services for the Development of the Town's Impact Fee Program

WHEREAS, the CLIENT requires professional consulting services to produce an impact fee study and program (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CONSULTANT is qualified and has assembled a Sub-consultant team that has the requisite expertise and experience to perform as outlined in this agreement.

NOW, THEREFORE, for and in consideration of the promises contained in this AGREEMENT, CLIENT and CONSULTANT agree as follows:

1. **Professional Services**. CONSULTANT agrees to perform the following Scope of Services under this Agreement:

See **Attachment A** to this Agreement for the Scope of Services.

2. **Compensation**. CLIENT shall compensate CONSULTANT for the Scope of Work as follows: A lump sum fee of **\$64,460.00**, including reimbursable expenses. In addition, CLIENT shall pay CONSULTANT for additional services that may be requested by the CLIENT beyond the Scope of Work in accordance with the hourly rate schedule located at the bottom of Attachment A.

3. **Schedule**. CONSULTANT 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 on or before November 01, 2015. The schedule for the various meetings and presentations as outlined in the Scope of Work shall be agreed upon by the CLIENT and CONSULTANT before beginning work.

4. **Invoicing and Payments**. Invoices or payment requests shall be submitted to the CLIENT no more than monthly and shall indicate the percentage of the PROJECT completed by major task. Upon the CLIENT'S request, the CONSULTANT shall provide a detailed invoice to the CLIENT which may include the amount and breakdown of the payment requested, the period

covered by the request, and a detailed account of the work performed during the period covered by the payment request. After review, the CLIENT will indicate approval of the payment request by processing the payment request during the next available pay cycle, or shall explain to CONSULTANT by proper notice (see item six below), the reasons for not approving any portion or all of the request, and authorize payment of any amount approved. In the event the CLIENT does not approve any portion of a payment request, and has communicated the reasons to CONSULTANT, CONSULTANT 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 or his/her designee 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.** CONSULTANT 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 CONSULTANT's control. If such delay or suspension extends more than six (6) months (cumulatively), CONSULTANT'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. **Contract Administration/Notice Delivered.**

- A. **PROJECT Manager; CONSULTANT.** The CONSULTANT shall assign Clancy Mullen to manage the PROJECT. All services specified by this AGREEMENT shall be performed by the PROJECT Manager, or by the CONSULTANT's associates and employees under the personal supervision of the PROJECT manager. Should the PROJECT Manager or any key employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT will replace him or her with a qualified person pre-approved by the CLIENT.
- B. **PROJECT Manager; CLIENT.** The CLIENT shall assign Gary Palmer, Assistant Town Administrator to manage the CLIENT responsibilities of the PROJECT. Notice, invoices, disputes, and/or amendments arising from or related to this agreement shall be delivered to the assigned as outlined in item C below.
- C. **Notices to CONSULTANT.** All notices, correspondence, and payments to the CONSULTANT shall be digitally transmitted or mailed to:

Duncan Associates
Attention: Clancy Mullen
360 Nueces St., Suite 2701
Austin, TX 78701

Approved Email Address for all digital transmissions that shall serve as proper notice to the CONSULTANT:

clancy@ducanassociates.com with copy to:
jim@duncanassociates.com (James B. Duncan, President)

D. Notices to CLIENT. All notices, correspondence, and invoices to the CLIENT by the CONSULTANT shall be digitally transmitted or mailed to:

Gary Palmer
Assistant Town Administrator
Town of Farragut
11408 Municipal Center Dr.
Farragut, Tennessee 37934

Approved Email Address for all digital transmissions that shall serve as proper notice to the CLIENT:

gpalmer@townoffarragut.org with copy to:
mshipley@townoffarragut.org (Mark Shipley, CD Dir.)

7. **Periodic Reviews.** The services to be performed by the CONSULTANT under this AGREEMENT shall be subject to periodic review by the CLIENT. To prevent an unreasonable delay in the CONSULTANT's work, the CLIENT will endeavor to examine all reports, drawings, and other documents and will respond to the CONSULTANT in writing within ten (10) working days from receipt of such documents. It is understood that the CLIENT's review comments do not relieve the CONSULTANT from the responsibility for the professional and technical accuracy of all services delivered under this AGREEMENT

8. **Suspension of Services.** If CLIENT fails to pay any invoice when due or otherwise is in material breach of this Agreement, CONSULTANT may, at its sole discretion, suspend performance of services upon five (5) days' written notice to CLIENT. Written notice includes digital transmission. CONSULTANT 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 or his/her representative has refused to approve payment, (ii) the reasons are justified pursuant to this Agreement, and (iii) CONSULTANT has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, CONSULTANT 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.

9. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by CLIENT, CONSULTANT 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 CONSULTANT, no warranty, expressed or implied, is made or intended by CONSULTANT. The parties further agree that CONSULTANT is not a fiduciary of CLIENT.

10. **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. Written notice includes digital transmission. On termination by either CLIENT or CONSULTANT, CLIENT shall pay CONSULTANT all amounts due for any services performed to the date of written termination notice (plus all reimbursable expenses incurred) as CONSULTANT's sole and exclusive remedy, subject to any setoffs to which the CLIENT is entitled as a result of CONSULTANT's failure to perform as required by this Agreement.

11. **Reuse of Documents.** All documents regardless of format (hardcopy or digital), including drawings, specifications, and reports, prepared by CONSULTANT 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 CONSULTANT for the specific purposes intended shall be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT. Any such verification and adaption will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

12. **Access/Cooperation.** CLIENT agrees that its officers and employees will cooperate with the CONSULTANT in the performance of the services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities. Unless otherwise stated, CONSULTANT will have access to Town Hall, or any other municipal facility for activities necessary for the performance of its services. The CONSULTANT will not be responsible for any cost incurred through hosting public meetings associated with this PROJECT.

- a. **CLIENT Data.** The CLIENT shall without charge, furnish or make available for examination or use by the CONSULTANT as it may request, any data which the CLIENT has available, including as example only and not a limitation: copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, development and other physical features; copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations; and other documents, and information related to the services specified by this AGREEMENT.

- b. **CLIENT Assistance.** To the best of its ability, the CLIENT shall assist the CONSULTANT in obtaining data and documents from officers or agencies and from private citizens and business firms related to the PROJECT.
- c. **Data Accuracy.** The CONSULTANT will not be responsible for the accuracy of information or data supplied by the CLIENT to the extent such information or data would be relied upon by a reasonably prudent professional planner or CONSULTANT.
- d. **Public Notice, Advertisements, Permits.** Unless otherwise agreed to in the Scope of Work attached to this agreement or approved addendum, the CLIENT will coordinate, obtain, arrange and pay for all advertisements; permits and licenses required by local state, or federal authorities. The CLIENT will be responsible for all public notices, announcements, advertisements and general information communicated to the public, and all costs associated with such notice.

13. **Changes in Conditions and Development.** The CLIENT will give prompt written notice to the CONSULTANT whenever the CLIENT observes or becomes aware of any development that affects the scope or timing of the CONSULTANT's services or any defect in the work of the CONSULTANT.

14. **Insurance.** Prior to any access to Town Hall or municipally-owned facility, CONSULTANT 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, CONSULTANT shall 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 CONSULTANT. 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 CONSULTANT'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 CONSULTANT's insurance and shall not contribute with it.

15. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both CLIENT and CONSULTANT, to the fullest extent permitted by law, the parties agree to allocate the risks such that CONSULTANT's total liability to CLIENT for any and all

injuries, claims, losses, expenses, damages, and/or claim expenses arising out of CONSULTANT's services under this Agreement from any cause or causes shall not exceed the amount of CONSULTANT's fee, up to One Hundred and Fifty Thousand Dollars (\$150,000), 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.

16. **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 proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

17. **Indemnification.**

a. The CONSULTANT shall 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 arising from any negligent act or omission by the CONSULTANT, its employees, or contractors in performance of this Agreement or from the CONSULTANT'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 indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

18. **Corporate Protection.** It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the PROJECT shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Colorado corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

19. **Miscellaneous.**

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

b. The CONSULTANT will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the CLIENT. The pre-approved Sub-consultants working under the direction and agreement with the CONSULTANT are the CORRADINO GROUP, a planning and traffic engineering firm.

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 CONSULTANT, 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 CONSULTANT 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 performance of this contract, CONSULTANT 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.

g. This AGREEMENT will be governed and construed in accordance with the laws of the State of Tennessee. Any legal action arising from this AGREEMENT shall be under the jurisdiction of the appropriate State of Tennessee Court within Knox County, TN and/or the United States District Court, Eastern District of Tennessee Knoxville Divisional Office within Knox County, TN.

20. **Attachment D for Reference Purposes:**

- Published Request for Qualifications
- Duncan Associates, Inc. Proposal

CLIENT:

Town of Farragut

CONSULTANT:

By: _____

Printed
Name: _____

Title: _____

Date: _____

By: _____

Printed
Name: _____

Title: _____

Date: _____

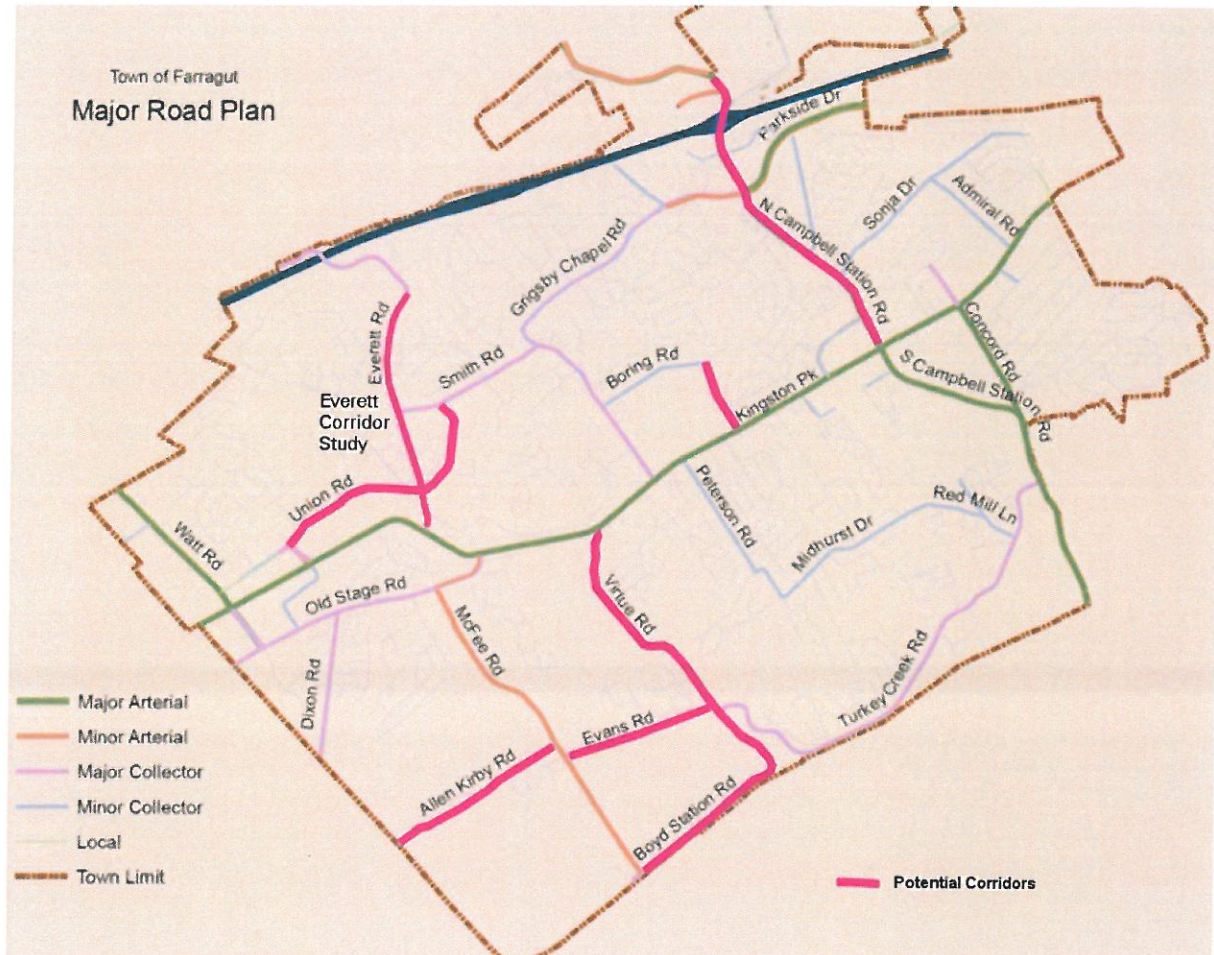
DRAFT

Attachment A: Scope of Services

Project Understanding

The Town recently adopted an Everett Road Corridor Improvement Fee to provide funding for the planned improvement to Everett Road by assessing a fee on new development that will benefit from the corridor improvement. The Town now desires to have a consultant prepare a more comprehensive transportation impact fee, which could either be a uniform Town-wide fee applicable to all new development in the Town, or corridor-specific fees that would apply only to new development in selected corridors. The Town has preliminarily identified nine other corridors (see map below) with significant amounts of undeveloped land and anticipated roadway improvement needs.

Potential Fee Corridors



Project Approach

Our proposed approach is to develop two separate types of transportation impact fees: a uniform Town-wide fee that would address improvements to the Town's major arterials, and approximately three corridor fees that would be assessed in specific corridor benefit zones to address the cost of minor arterial and collector roads. The needed improvements preliminarily identified by staff, excluding N. Campbell Station Road, which is a major arterial, can be grouped into three areas: South (Victor, Evans, Allen Kirby and Boyd Station Roads), Northwest (Everett and Union Roads), and Central (Boring Road). More or fewer zones may be warranted depending on the findings of the study.

The methodology will be plan-based, similar to the approach used in the Town's Everett Road Corridor analysis, in that the cost of planned improvements would be divided by the number of new trips causing the need for the improvement in order to determine the cost per trip. This approach will make extensive use of the Knoxville Regional Travel Demand Model. Base and future year model runs will be performed to determine the existing and future volumes on the Town's major roadways. Existing and future volumes will be reviewed in light of roadway capacities to identify needed improvements. Modeling techniques will be employed to determine the portion of improvement costs attributable to existing and through traffic.

The impact fee study will summarize and describe the transportation analysis, determine the extent of any revenue credits that might be warranted for outstanding debt or anticipated State/Federal funding, identify the travel demand characteristics of different land use types, and develop recommended fees schedules for the Town-wide fee and the individual corridor benefit zones. A draft ordinance to implement the study will also be provided. The consultant will be available to participate in public meetings to present and explain the study and ordinance.

Task 1: Project Organization

Immediately upon contract execution, Professional will prepare an initial data needs list and schedule a conference call or Skype meeting with appropriate Town staff to review the approach, methodology, data needs, and policy issues. The task will conclude with the preparation of a memorandum summarizing the discussion, outlining the project schedule and identifying additional data needs.

*Deliverables: Data Needs Memorandum
Conference Call/Skype Meeting
Project Organization Memorandum*

Task 2: Staff Review Draft

This task involves the preparation of an initial draft of the transportation impact fee study for staff review. It will include all of the elements mandated by Tennessee statutes and state and national case law, including compliance with the dual rational nexus test. It will consist of the following sub-tasks:

(a) Set up sub-area model. Set up a sub-area travel demand model framework based on the Knoxville Regional Travel Demand Model. Modify model TAZ structure to add appropriate detail for the Town as needed. Work with Town to determine if adjacent unincorporated land will be annexed and should be included in the Town-wide model results.

(b) Develop Growth Assumptions. Determine appropriate existing and future demographics for both existing and modified TAZs. Ensure base year data are generally consistent with town-wide 2015 population/dwelling units (from census and building permit records) and town-wide existing nonresidential square footage from tax records (which can be roughly translated into employees). Calibrate the model to approximate recent traffic counts on major roads in the Town. Work with Town to ensure that 2035 demographics for the Town used in the model are consistent with their land use plan and projected development potential. Use GIS files that have current land use and zoning land use designations to identify the undeveloped parcels and calculate the projected new units of development by type within each zone, which in turn will be translated into updated 2035 model demographics for the TAZs within each zone.

(c) Identify Improvement Needs. Perform model runs to identify existing and future volumes on Town major roadways. Use capacity analysis to identify existing deficiencies and future road improvement needs in the Town based on the existing Town network, existing and committed non-Town network, and 2035 demographics. Work with the Town to prepare generalized cost estimates for the improvements (or review/adjust the Town's improvement descriptions and costs). The proposed approach is to develop the construction cost estimates in a manner consistent with the methodology utilized by the Tennessee Department of Transportation's Planning Divisions. This methodology utilizes Statewide Average Unit Prices (AUP) for construction materials. The AUPs are readily available from TDOT. The quantities of construction materials will be based upon a typical roadway cross section for each corridor, and not based upon a survey and design. Input from the town will be sought for right-of-way costs along the various corridors under study. If no other data is available for right-of-way cost estimates, tax maps can be utilized. Finally, utility costs associated with the proposed improvements will be estimated to a planning level. Any and all information the town can provide to improve the accuracy of the cost estimates will be utilized.

(d) Develop Corridor Benefit Zones. Based on the identified long-range improvement needs from Task 3, use travel demand model trip matrices (origin-destination patterns), in conjunction with some of the features of the TransCAD software, to create an initial version of the corridor benefit zone boundaries, based on the boundaries of properties whose primary route to Kingston Pike would utilize one of the corridor zone roadways identified for improvement. Adjust the boundaries as warranted in coordination with Town staff. Once the corridor benefit zone boundaries have been identified, modify the TAZ structure within each zone as necessary to match the corridor zone boundaries.

(e) Assign Responsibility. Conduct sub-area model runs utilizing a "select link" and/or "select zone" methodology. Determine the percentage of the cost of each improvement that is attributable to new traffic versus existing traffic. Determine the percentage of new trips on each Town-wide roadway that needs to be improved that is attributable to Town-generated traffic.

Determine the percentage of new trips on each corridor benefit zone roadway that needs to be improved that is attributable to corridor zone-generated traffic.

(f) Prepare Study. Provide written description of the transportation analysis performed, including all data sources, assumptions, model procedures and formulas used. Determine the costs per trip attributable to new development Town-wide and for each identified corridor benefit zone. Determine appropriate revenue credits per trip to account for future revenue anticipated to be generated by new development and used to finance the transportation facilities or retire debt on existing facilities, and any additional credits that may be required to account for dedicated local or outside funding sources anticipated to be available in the future to fund capital improvement needs. Apply the net local costs per trip to the travel demand generation schedule for appropriate land use types to determine the recommended fee schedules.

Deliverable: Draft Transportation Impact Fee Study

Task 3: Final Study/Draft Ordinance

Following receipt of local comments on the draft study, the consultant will make necessary revisions and prepare the final report. The final report will clearly describe the methodology used and will document data sources, assumptions and analysis used in calculating the transportation impact fees. The final written analysis will be accompanied by supporting spreadsheets and electronic copies of the report. Concurrent with the final study, the consultant will prepare a draft ordinance to implement the study recommendations.

*Deliverables: Final Transportation Impact Fee Study
Draft Transportation Impact Fee Ordinance*

Task 4: Public Meetings

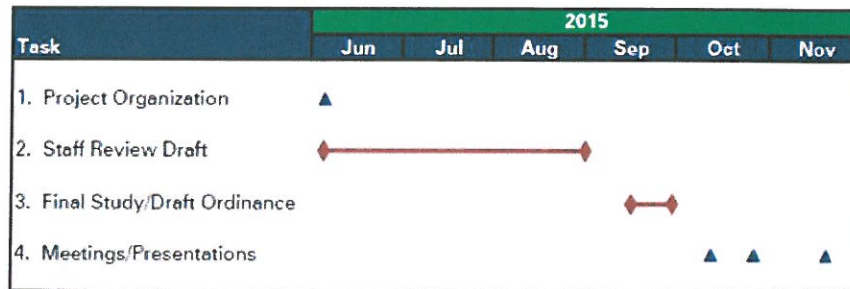
The consultant will attend and participate in meetings in Farragut to present the findings of the study and answer questions of staff, stakeholders, the general public and/or governing body as requested by the Town. Consultant will prepare appropriate presentation materials for the meetings. Participation in up to three public meetings is included in this fixed-fee proposal. The Town will be billed only for meetings attended, and any additional meetings will be provided for additional compensation.

Deliverables: Attendance at Up to Three (3) Public Meetings

Timeline

The proposed scope of services is anticipated to take approximately 6 months from project initiation to the final presentation of the study and ordinance, as illustrated in the following flowchart.

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Fee

The consultant proposed fee for the services as described is \$57,260 for the study, plus an additional \$7,200 for attendance at up to three public meetings, for a not-to-exceed amount of \$64,460, pursuant to the following cost breakdown. The fee is a fixed fee, including all direct and indirect expenses incurred by the consultant in performing the services. The Town will be billed monthly for the percent completion of each task. Consultant attendance at public meetings as part of Task 4 will be billed at a fixed cost of \$2,400 per meeting attended, which includes all travel expenses.

Task	Amount
1. Project Organization	\$2,800
2. Staff Review Draft	\$40,460
3. Final Study/Draft Ordinance	\$14,000
Subtotal	\$57,260
4. Public Meetings/Hearings (3)	\$7,200
Total	\$64,460

Additional work not provided for in the scope of services will be provided on a time and expense basis or as otherwise negotiated, at the following hourly rates: \$195 for James B. Duncan, FAICP, Principal; \$175 for Clancy Mullen, project manager and Kirk Bishop, senior planner; \$95 for Jolene Maas, financial analyst; and \$225 for Eric Damian Kelly, FAICP, land-use lawyer.