



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES**

June 9, 2016

COMMITTEE APPOINTMENT WORKSHOP 6:00 PM

FARRAGUT HOMEOWNERS ASSOCIATION DISCUSSION 6:30 PM

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**
 - A. Beautification Awards
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. May 26, 2016
- VI. Business Items**
 - A. Approval of Contract 2016-10, Installation of Traffic Signal at Intersection of Kingston Pike at Virtue Road
 - B. Approval of Contract 2017-01, Annual On-Call Road Maintenance
 - C. Approval of Contract 2017-02, Annual On-Call Pavement Markings
 - D. Approval of Contract 2017-03, Annual On-Call Guardrail Maintenance
 - E. Approval of Contract 2017-04, Annual On-Call Signal Maintenance
 - F. Approval of Bids for Contract 2017-06, HVAC Maintenance Contract
 - G. Approval of Bids for Contract 2017-07, Street Sweeping Contract
 - H. Approval of Reimbursement for Road Repairs to Long Ridge Road
 - I. Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance

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- J. Approval of the Resolution R-2016-08, Fiscal Year 2017 Fee Schedule
- K. Approval of FY2017 Committee Appointments

VII. Ordinances

A. First Reading

- 1. Ordinance 16-11, Ordinance to Establish the Fiscal Year 2017 Budget for the General Fund, State Street Aid Fund, Capital Investment Fund, Equipment Replacement Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2016 and ending June 30, 2017

VIII. Town Administrator's Report

IX. Town Attorney's Report

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, June 9, 2016 at 7:00 p.m. Members present were Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin.

Approval of Agenda

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

Mayor's Report

Beautification Awards

Commercial/Office Building-Village Veterinary Medical Center

Commercial/Retail Building-Cracker Barrel

Residential Entrance-Derby Chase

Religious Institution-First Baptist Concord

Retail Commercial Complex-West End Center

Multi-Family Residential Complex-Clarity Pointe

Hotel/Motel Complex-Hampton Inn & Suites

Citizens Forum

David Purvis, 605 Werndl, gave to the board an update on the wine in grocery stores.

Approval of Minutes

Motion was made to approve the minutes of May 26, 2016 as presented. Moved by Alderman LaMarche, seconded by Alderman Povlin, voting yes; Mayor McGill, Aldermen LaMarche, Markli and Povlin; Alderman Pinchok abstained; no nays; motion passed.

Business Items

Approval of Contract 2016-10, Installation of Traffic Signal at Intersection of Kingston Pike at Virtue Road

Motion was made to award Contract 2016-10 to David H. Elliott Co. in the amount of \$166,800. Moved by Alderman Povlin, seconded by Alderman LaMarche, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Contract 2017-01, Annual On-Call Road Maintenance

Motion was made to award Contract 2017-01 to PRI of East Tennessee. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Contract 2017-02, Annual On-Call Pavement Markings

Motion was made to award Contract 2017-02 to Volunteer Highway Supply Co. Moved by Alderman LaMarche, seconded by Alderman Povlin, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Contract 2017-03, Annual On-Call Guardrail Maintenance

Motion was made to award Contract 2017-03 to Roadway Solutions, LLC. Moved by Alderman Povlin, seconded by Alderman Markli, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Contract 2017-04, Annual On-Call Signal Maintenance

Motion was made to award Contract 2017-04 to Progression Electric, LLC. Moved by Alderman LaMarche, seconded by Alderman Povlin, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Bids for Contract 2017-06, HVAC Maintenance Contract

Motion was made to award Contract 2017-06 to Del-Air Mechanical Contractors in the amount of \$13,956 for FY17, \$14,100 for FY18, \$14,244 for FY19. Moved by Alderman LaMarche, seconded by Alderman Povlin, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Bids for Contract 2017-07, Street Sweeping Contract

Motion was made to award Contract 2017-07 to Huskey Vac of Kodak in the amount of \$23,850 for each FY17, FY18 and FY19. Moved by Alderman LaMarche, seconded by Alderman Pinchok, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Reimbursement for Road Repairs to Long Ridge Road

Motion was made to approve the reimbursement from First Utility District in the amount of \$40,026.44. Moved by Alderman Povlin, seconded by Alderman Markli, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance

Motion was made to approve the Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance. Joh Nehls, 221 Smith Road, addressed the board with a couple of concerns regarding the contract. Moved by Alderman LaMarche, seconded by Alderman Pinchok, voting yes; Mayor McGill, Aldermen LaMarche, Markli and Pinchok; Alderman Povlin recused herself from voting; no nays; motion passed.

Approval of the Resolution R-2016-08, Fiscal Year 2017 Fee Schedule

Motion was made to approve Resolution R-2016-08, Fiscal Year 2017 Fee Schedule. Moved by Alderman LaMarche, seconded by Alderman Markli, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of FY2017 Committee Appointments

Motion was made to appoint the following to the various committees. Moved by Alderman LaMarche, seconded by Alderman Markli, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Arts Council

Beverly Hammond, Nancy Wentz, Pamela Ziegler, Sandy Garber, Seth Knisley

Beautification Committee

Marty Rodgers, Marie Leonard, Barbara Allman, Betty Scott, Holly Janney, T.C. Williams

Farragut Folklife Museum

Jack Haines, Doris Henning, Loretta Bradley, Joyce Moran, Gordon Michaels

Parks & Athletics Council

Michael Peters, Tim Hill, Drew Carson, Debbie Pinchok, Valerie DeBoe

Personnel Committee

Robert Voigt, Jeffery Devlin

Plumbing, Gas, Mechanical

Mark Lower, Ronald Jones

Knox County School Liaison Committee

Tony Carasso, Carla Werner, LeAnn Trotter

Stormwater Advisory Committee

Valerie McFall, Marie Meszaros, Kenneth Hawkins, Jay Lee

Visual Resources Review Board

Brittany Moore, Duane Winkler, Edwin Anderson

Ordinances

First Reading

Ordinance 16-11, Ordinance to Establish the Fiscal Year 2017 Budget for the General Fund, State Street Aid Fund, Capital Investment Fund, Equipment Replacement Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2016 and ending June 30, 2017

Motion was made to approve Ordinance 16-11 on first reading. Moved by Alderman LaMarche, seconded by Alderman Povlin, voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Meeting adjourned at 8:25 PM



Ralph McGill, Mayor

Allison Myers, Town Recorder



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

June 9, 2016

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FARRAGUT HOMEOWNERS ASSOCIATION DISCUSSION 6:30 PM

BEER BOARD MEETING 6:55 PM

**BMA MEETING
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VIII. Town Administrator's Report

IX. Town Attorney's Report



FARRAGUT BEER BOARD

June 9, 2016

6:55 PM

- I. Approval of Minutes**
 - A. May 12, 2016
- II. Approval of a Class 5, Off-Premise Other Beer Permit for Ayush Corporation (Farragut Market), 11104 Kingston Pike**

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FARRAGUT BEER BOARD

May 12, 2016

6:00 PM

Ron Pinchok, Chairman, called the beer board meeting to order at 6:00 PM. Elected officials present were Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin.

Approval of Minutes

Motion was made to approve the minutes of April 28, 2016 as presented. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin.

Hearing to address China Pearl, 115 Brooklawn Street, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

Motion was made to fine the China Pearl \$200 or a 7-day suspension, due to pleading guilty to selling beer to a minor. Moved by Alderman Markli, seconded by Alderman LaMarche; voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Hearing to address Big Kahuna Wings, 12828 Kingston Pike, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

Motion was made to fine the Big Kahuna Wings \$100 or a 7-day suspension, due to pleading guilty to selling beer to a minor. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Hearing to address Casual Pint, 143 Brooklawn Street, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

Motion was made to fine the Casual Pint \$200 or a 7-day suspension, due to pleading guilty to selling beer to a minor. Moved by Mayor McGill, seconded by

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

Hearing to address El Paraiso, 11110 Kingston Pike, Suite 140, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

Motion was made to fine the El Paraiso \$500 or a 30-day suspension, due to not attending the beer board hearing. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Hearing to address Hana Sushi & Hibachi, 11145 Kingston Pike, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

Motion was made to fine the Hana Sushi & Hibachi \$200 or a 7-day suspension, due to pleading guilty to selling beer to a minor. Moved by Mayor McGill, seconded by Alderman LaMarche; voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Hearing to address Mind Yer P's and Q's, 12744 Kingston Pike, Suite 104, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

Motion was made to fine the Mind Yer P's & Q's \$100 or a 7-day suspension, due to pleading guilty to selling beer to a minor. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Hearing to address Snappy Tomato, 11507 Kingston Pike, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

Motion was made to fine the Snappy Tomato \$100 or a 7-day suspension, due to pleading guilty to selling beer to a minor. Moved by Alderman Markli, seconded by Alderman LaMarche; voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Beer Board meeting adjourned at 7:00 PM.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

REPORT TO THE BEER BOARD**PREPARED BY:** Allison Myers, Town Recorder**SUBJECT:** Approval of a Class 5, Off-Premise Beer Permit for Ayush Corporation, 11104 Kingston Pike**DISCUSSION:**

The purpose of this agenda item is the approval of a class 5, Off-Premise Beer Permit for Ayush Corporation, 11104 Kingston Pike. The business, Farragut Market, currently has a beer permit. A new one is needed due to the change in ownership.

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 Ayush Corporation, 11104 Kingston Pike subject to obtaining a certificate of occupancy.

BOARD ACTION:**MOTION BY:** _____ **SECONDED BY:** _____

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

APPLICATION FOR BEER PERMIT

June 9

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise ☒

Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) AYUSH CORPORATION

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:

RAKESH PATEL

ANJANA PATEL

6. Applicant's present home address:

7. Date of Birth 01/17/1974 Home Telephone Number _____
Business Telephone Number (865) 288-3949 Social Security Number _____
8. Representative Email Address: RAKESH3394@ATT.NET
9. Under what name will the business operate? AYUSH CORPORATION
10. Business address 11104 KINGSTON PIKE - KNOXVILLE - TN - 37934
Business Telephone number (865) 288-3949

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

RAKESH PATEL RAKESH 3394@ATT.NET
9701 HAWFINCH LANE - KNOXVILLE - TN - 37922

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

Name: ANTANA PATEL Birth Date: 03/17/1975
Address: 9701 HAWFINCH LANE - KNOXVILLE - TN - 37922
Phone Number: (865) 531-9266

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

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

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

GTH FAMILY LLC, G TURNER HOWARD - 1209 SENIC DR - KNOX - TN - 37919

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

CONCORD CHURCH, 11020 ROANE DR - KNOX - TN - 37934 & FARRAGUT CHRISTIAN CHURCH

17. What is the name and address of the school nearest to your business? 138 ADMIRAL RD - KNOX - TN - 3793

FARRAGUT HIGH SCHOOL & FARRAGUT INTERMEDIATE SCHOOL

18. Special Occasion Event Name: -

Location of the special occasion event: -

Event Date & Times: -

Representative name & phone number: -

Have you received a special event permit to hold the event in the Town of Farragut? -

19. Tennessee Sales Tax Number: 107035469

20. Town of Farragut Business License Number 116875

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.

Pete Rakerh
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 11 day of May, 2016

RJ Williams
Notary Public
My Commission Expires: 06/06/2016



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 26, 2016

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. AmeriCorps End-of-Year Presentation
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. April 28, 2016
- VI. Ordinances**
 - A. Public Notice & Second Reading
 - 1. Ordinance 16-03 and Ordinance to rezone Parcels 18 and 18.01, Tax Map 162, located at 1006 McFee Road approximately 6 Acres, from R-1 to R-2 (John and Teresa Kirkland, Applicant)
- VII. Business Items**
 - A. Approval of Contract 2016-12, Auditing Services 3-Year Professional Services Contract
 - B. Approval of "Farragut 13.1" Half Marathon Special Event
 - C. Approval of contract between TDOT and the Town of Farragut for landscaping and maintenance of areas at I-40 exit 373
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

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The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, May 26, 2016 at 7:00 p.m. Members present were Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent.

Approval of Agenda

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

Mayor's Report

Joseph Konvika gave his AmeriCorps End-of-Year Presentation.

Citizens Forum

Mike Mitchell addressed the board with concerns with the new re-zoning signs.

Approval of Minutes

Motion was made to approve the minutes of April 28, 2016 as presented. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent; no nays; motion passed.

Ordinances

Public Notice & Second Reading

Ordinance 16-03 and Ordinance to rezone Parcels 18 and 18.01, Tax Map 162, located at 1006 McFee Road approximately 6 Acres, from R-1 to R-2 (John and Teresa Kirkland, Applicant)

Motion was made to approve Ordinance 16-03 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent; no nays; motion passed.

Business Items

Approval of Contract 2016-12, Auditing Services 3-Year Professional Services Contract

Motion was made to approve a three-year contract with Ingram Overholt and Bean for auditing services. FY2016, \$13,900; FY2017, \$14,350; FY2018, \$14,800. Moved by Alderman LaMarche, seconded by Alderman Povlin; voting yes, Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent; no nays; motion passed.

Approval of "Farragut 13.1" Half Marathon Special Event

Motion was made to approve the Farragut 13.1 Marathon subject to the organizers reaching out to affected subdivisions. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes, Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent; no nays; motion passed.

Approval of contract between TDOT and the Town of Farragut for landscaping and maintenance of areas at I-40 exit 373

Motion was made to approve the contract between TDOT and the Town of Farragut for landscaping and maintenance of areas at I-40 exit 373. Moved by Alderman Povlin, seconded

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

Town Administrator's Report

David Smoak, Town Administrator, reported that he and other representatives had attended the ICSC Conference.

Meeting adjourned at 8:00 PM

Mary Dorothy LaMarche, Vice-Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VI. A.MEETING DATE June 09, 2016**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Bids for Contract 2016-10, Traffic Signal Installation at Intersection of Kingston Pike at Virtue Road

INTRODUCTION: The purpose of this agenda item is to consider bids and award a contract for installation of a traffic signal at the intersection of Kingston Pike at Virtue Road.

BACKGROUND: Early last year, Cannon & Cannon, Inc. performed a signal warrant analysis that confirmed this intersection now meets warrants for a traffic signal. Plans were completed early this year, and we have obtained permission from TDOT to move forward with installation. We received the following three bids from contractors on May 24:

Davis H. Elliott, Co., Inc.	\$166,800.00
Stansell Electric Co.	176,392.40
Progression Electric, LLC	170,005.38

Staff is aware of other projects (particularly TDOT projects) involving Davis H. Elliott in recent years, though this company has performed no work for the Town directly. Davis H. Elliott is a TDOT Pre-Qualified contractor primarily involved with traffic signal installation.

FINANCIAL SECTION:

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$210,000	\$166,800	\$13,500	\$29,700
Approved By: <u>A. Myers</u>			

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of bids and award of Contract 2016-10 to Davis H. Elliott, Co., Inc.

BOARD ACTION:

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

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

BID TABULATION

Contract No. 2016-10

New Traffic Signal; Kingston Pike at Virtue Road



1 of 3

Item #	DESCRIPTION	QTY	Unit	Davis H. Elliot Co., Inc.		Stansell Electric Co.		Progression Electric	
				Unit Price	Price	Unit Price	Price	Unit Price	Price
105-01	Construction Stakes, Lines and Grades	1	LS	\$ 1,250.00	\$ 1,250.00	\$ 1,542.00	\$ 1,542.00	\$ 1,995.00	\$ 1,995.00
201-07.01	Removal and Disposal of Brush and Trees	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,701.00	\$ 3,701.00	\$ 1,862.00	\$ 1,862.00
209-01.10	Erosion and Siltation Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,234.00	\$ 1,234.00	\$ 655.00	\$ 655.00
712-01	Traffic Control	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,931.00	\$ 1,931.00	\$ 5,990.00	\$ 5,990.00
713-11.21	P Post Slip Base (For Solar Flasher Assembly)	2	EA	\$ 450.00	\$ 900.00	\$ 617.00	\$ 1,234.00	\$ 333.00	\$ 666.00
713-15.41	Sign Removal (Stop Sign & R3-5R)	1	LS	\$ 50.00	\$ 50.00	\$ 700.00	\$ 700.00	\$ 47.00	\$ 47.00
713-16.35	Signs (W3-3) With "NEW" Special Plate	3	EA	\$ 210.00	\$ 630.00	\$ 308.00	\$ 924.00	\$ 338.00	\$ 1,014.00
713-16.36	Signs (W3-3) on Flasher Post	2	EA	\$ 165.00	\$ 330.00	\$ 400.00	\$ 800.00	\$ 290.00	\$ 580.00
713-16.37	Signs (R10-27 Modified)	1	EA	\$ 150.00	\$ 150.00	\$ 308.00	\$ 308.00	\$ 275.00	\$ 275.00
713-16.38	Signs (R3-5R) with Plate (R3-5fP)	1	EA	\$ 185.00	\$ 185.00	\$ 308.00	\$ 308.00	\$ 336.00	\$ 336.00
713-16.39	Signs (W1-7) on Two Post	1	EA	\$ 220.00	\$ 220.00	\$ 432.00	\$ 432.00	\$ 335.00	\$ 335.00
716-02.05	Plastic Pavement Marking (Stop Line)	95	L.F.	\$ 12.00	\$ 1,140.00	\$ 12.30	\$ 1,168.50	\$ 13.00	\$ 1,235.00
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	1	EA	\$ 200.00	\$ 200.00	\$ 216.00	\$ 216.00	\$ 227.50	\$ 227.50
716-02.11	Plastic Pavement Marking (6" Dotted Line)	100	L.F.	\$ 1.00	\$ 100.00	\$ 4.30	\$ 430.00	\$ 4.55	\$ 455.00
716-08.01	Removal of Pavement Marking (Line)	530	L.F.	\$ 0.75	\$ 397.50	\$ 1.10	\$ 583.00	\$ 1.11	\$ 588.30

BID TABULATION**Contract No. 2016-10****New Traffic Signal; Kingston Pike at Virtue Road**

2 of 3

716-08.05	Removal of Pavement Marking (Stop Line)	31	L.F.	\$	4.50	\$	139.50	\$	5.90	\$	182.90	\$	6.18	\$	191.58
716-13.01	Spray Thermo PVMT MRKING (60mil) 4IN Line	450	L.F.	\$	1.00	\$	450.00	\$	1.10	\$	495.00	\$	1.17	\$	526.50
717-01	Mobilization	1	LS	\$	8,250.00	\$	8,250.00	\$	5,735.00	\$	5,735.00	\$	5,000.00	\$	5,000.00
730-02.08	Signal Head Assembly (130 Pole Mounted)	1	EA	\$	525.00	\$	525.00	\$	811.00	\$	811.00	\$	618.00	\$	618.00
730-02.09	Signal Head Assembly (130 With Backplate)	6	EA	\$	550.00	\$	3,300.00	\$	809.00	\$	4,854.00	\$	797.00	\$	4,782.00
730-02.17	Signal Head Assembly (150 A2H with Backplate)	1	EA	\$	900.00	\$	900.00	\$	875.00	\$	875.00	\$	1,231.00	\$	1,231.00
730-02.30	Signal Head Assembly (130 A3 With Backplate)	1	EA	\$	550.00	\$	550.00	\$	871.00	\$	871.00	\$	897.00	\$	897.00
730-03.21	Install Pull Box (Type B)	6	EA	\$	900.00	\$	5,400.00	\$	433.00	\$	2,598.00	\$	611.00	\$	3,666.00
730-05.01	Electrical Service Connection	1	EA	\$	1,500.00	\$	1,500.00	\$	1,216.00	\$	1,216.00	\$	628.00	\$	628.00
730-08.03	Signal Cable - 7 Conductor	1700	L.F.	\$	1.00	\$	1,700.00	\$	1.30	\$	2,210.00	\$	1.00	\$	1,700.00
730-12.03	Conduit 3" Diameter (PVC)	220	L.F.	\$	7.00	\$	1,540.00	\$	10.50	\$	2,310.00	\$	7.32	\$	1,610.40
730-12.07	Conduit 1" Diameter (RGS)	50	L.F.	\$	6.50	\$	325.00	\$	13.80	\$	690.00	\$	8.28	\$	414.00
730-12.14	Conduit 3" Diameter (Jack and Bore)	330	L.F.	\$	20.00	\$	6,600.00	\$	28.50	\$	9,405.00	\$	25.97	\$	8,570.10
730-13.07	Vehicle Detector (Siren Activated Priority Control)	3	EA	\$	3,500.00	\$	10,500.00	\$	3,732.00	\$	11,196.00	\$	365.00	\$	1,095.00
730-13.08	Vehicle Detector (Intersection Radar Detection)	1	EA	\$	36,000.00	\$	36,000.00	\$	43,357.00	\$	43,357.00	\$	45,013.00	\$	45,013.00
730-15.32	Cabinet (Eight Phase Base Mounted)	1	EA	\$	15,000.00	\$	15,000.00	\$	10,459.00	\$	10,459.00	\$	10,780.00	\$	10,780.00

BID TABULATION**Contract No. 2016-10****New Traffic Signal; Kingston Pike at Virtue Road**

3 of 3

730-16.02	Eight Phase Actuated Controller	1	EA	\$ 5,018.00	\$ 5,018.00	\$ 4,515.00	\$ 4,515.00	\$ 4,362.00	\$ 4,362.00
730-23.30	Pedestal Pole (Pedestal Mounting)	1	EA	\$ 750.00	\$ 750.00	\$ 1,438.00	\$ 1,438.00	\$ 1,594.00	\$ 1,594.00
730-23.96	Cantilever Signal Support (1 Arm @ 55')	1	EA	\$ 17,250.00	\$ 17,250.00	\$ 17,875.00	\$ 17,875.00	\$ 19,865.00	\$ 19,865.00
730-23.97	Cantilever Signal Support (2 Arms @ 75' & 45')	1	EA	\$ 26,825.00	\$ 26,825.00	\$ 31,616.00	\$ 31,616.00	\$ 33,873.00	\$ 33,873.00
730-26.08	Flashing Warning Beacon (Amber)	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,057.00	\$ 4,114.00	\$ 1,809.00	\$ 3,618.00
730-35.01	RF Data System (Spread Spectrum)	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,931.00	\$ 2,931.00	\$ 1,634.00	\$ 1,634.00
730-35.05	Data System Power Supply	1	EA	\$ 750.00	\$ 750.00	\$ 135.00	\$ 135.00	\$ 42.00	\$ 42.00
730-35.11	Antenna (Yagi)	1	EA	\$ 500.00	\$ 500.00	\$ 430.00	\$ 430.00	\$ 685.00	\$ 685.00
730-35.20	RF Data System Cable	380	L.F.	\$ 1.25	\$ 475.00	\$ 2.90	\$ 1,102.00	\$ 3.55	\$ 1,349.00
				TOTAL BID \$ 166,800.00		\$ 176,932.40		\$ 170,005.38	



Kingston Pike at Virtue Road

Knoxville - Knox County - KUB Geographic Information System



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AGENDA NUMBER V1. B.MEETING DATE June 09, 2016**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY: Darryl W. Smith, PE****SUBJECT: Approval of Bids for Contract 2017-01, Annual Road Maintenance**

INTRODUCTION: The purpose of this agenda item is to consider bids and award our Annual Road Maintenance contract to the chosen contractor.

BACKGROUND: Each year we advertise for bid proposals for the maintenance of our streets. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received bids from two contractors on May 24, and I've attached a tabulation of the unit prices provided by PRI of East Tennessee, Inc. and J.G. Mullins Construction Company, Inc. Based upon the unit prices provided in their proposals, staff recommends award of this contract to PRI. The Town has worked with PRI in the past, and was pleased with their performance.

FINANCIAL SECTION:**Project:**

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$65,000	\$65,000	\$0

**Approved
By:** **RECOMMENDATION BY:** Darryl Smith, Town Engineer, for approval.**PROPOSED MOTION:** Approval of proposal and award of Contract 2017-01 to PRI of East Tennessee, Inc.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

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

BID TABS FOR 2017-01 ANNUAL ON-CALL ROAD MAINTENANCE

Item No.	Description	Unit	PRI	Mullins
			Unit Price	Unit Price
1.1	Minimum Charge-NORMAL Response Time (Only one (1) charge allowed per Work Order regardless of the number of locations on the Work Order. (See "NOTES" on bid form)	EA.	\$750.00	\$850.00
1.2	Minimum Charge-EMERGENCY Response Time (Only one (1) charge allowed per Work Order regardless of the number of locations on the Work Order. Response time less than 24-hours to complete work (See "NOTES" on bid form)	EA.	\$1,250.00	\$1,250.00
SURFACE PATCH				
2.1	Surface Patch, 1.5" ACS (PG 64-22) Gr E Roadway (maximum 500 Sq. Ft.)	S.F.	\$5.95	\$7.10
2.2	Surface Patch, 1.5" ACS (PG 64-22) Gr E Roadway (minimum 500 Sq. Ft.)	S.F.	\$5.95	\$6.60
2.3	Surface Patch applied with a burn truck (maximum single patch of 500 Sq. Ft.)	S.F.	\$6.95	\$8.50
ARTERIAL ROADWAY				
3.1	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" BPMB-HM (PG-64-22) B-M2 (maximum 500 Sq. Ft.)	S.F.	\$9.00	\$10.40
3.2	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" BPMB-HM (PG-64-22) B-M2 (minimum 500 Sq. Ft.)	S.F.	\$8.00	\$9.35
3.3	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" (Two Lifts) BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 10", (Two Lifts) (maximum 500 Sq. Ft.)	S.F.	\$12.50	\$13.20
3.4	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" (Two Lifts) BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 10", (Two Lifts) (minimum 500 Sq. Ft.)	S.F.	\$10.75	\$12.10
COLLECTOR ROADWAY				
4.1	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2 (maximum 500 Sq. Ft.)	S.F.	\$8.25	\$9.50

4.2	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2 (minimum 500 Sq. Ft.)	S.F.	\$7.75	\$9.00
4.3	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (maximum 500 Sq. Ft.)	S.F.	\$10.75	\$13.00
4.4	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (minimum 500 Sq. Ft.)	S.F.	\$10.00	\$12.00

LOCAL ROADWAY

5.1	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2 (maximum 500 Sq. Ft.)	S.F.	\$7.75	\$9.35
5.2	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2 (minimum 500 Sq. Ft.)	S.F.	\$7.75	\$8.80
5.3	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (maximum 500 Sq. Ft.)	S.F.	\$10.75	\$12.50
5.4	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (minimum 500 Sq. Ft.)	S.F.	\$9.75	\$11.50

REMOVE AND DISPOSE ROADWAY PAVEMENT

6.1	Remove/Dispose Existing Pavement for Arterial Roadway, 7" Depth (maximum 500 Sq. Ft.)	S.F.	\$7.50	\$8.80
6.2	Remove/Dispose Existing Pavement for Arterial Roadway, 7" Depth (minimum 500 Sq. Ft.)	S.F.	\$6.50	\$7.70
6.3	Remove/Dispose Existing Pavement for Collector/Local Roadway, 4.5" Depth (maximum 500 Sq. Ft.)	S.F.	\$6.75	\$8.25
6.4	Remove/Dispose Existing Pavement for Collector/Local Roadway, 4.5" Depth (minimum 500 Sq. Ft.)	S.F.	\$5.75	\$7.15

ASPHALT TRAILS

7.1	Asphalt Trail (New), 8' or 10' Width, Grading, 6" Mineral Aggregate Base, 2" ACS (PG 64-22) Gr E Shoulder, Backfill, Seed and Matting) (minimum 500 Sq. Ft.) (~206 lbs./SY of 2" Gr E Shoulder)	S.F.	\$16.50	\$18.70
7.2	Asphalt Trail (Full Depth Repair), Grading, 6" Mineral Aggregate Base, 2" ACS (PG 64-22) Gr E Shoulder, Backfill, Seed and Matting) (maximum 500 Sq. Ft.)	S.F.	\$18.00	\$20.35
7.3	Asphalt Trail (Full Depth Repair), Grading, 6" Mineral Aggregate Base, 2" ACS (PG 64-22) Gr E Shoulder, Backfill, Seed and Matting) (minimum 500 Sq. Ft.)	S.F.	\$16.50	\$18.70

7.4	Remove/Dispose Asphalt Trail Pavement, 2" Depth (maximum 500 Sq. Ft./approx. 5.8 Tons)	S.F.	\$5.75	\$7.15
7.5	Remove/Dispose Asphalt Trail Pavement, 2" Depth (minimum 500 Sq. Ft./approx. 5.8 Tons)	S.F.	\$5.75	\$6.60
7.6	Asphalt Trail (Resurfacing), 8' or 10' Width, 2" ACS (PG 64-22) Gr E Shoulder, (maximum 500 Sq. Ft.) (~206 lbs./SY of 2" ACS)	S.F.	\$6.25	\$7.70
7.7	Asphalt Trail (Resurfacing), 8' or 10' Width, 2" ACS (PG 64-22) Gr E Shoulder, (minimum 500 Sq. Ft.) (~206 lbs./SY of 2" ACS)	S.F.	\$5.75	\$7.15

MISCELLANEOUS ITEMS

10.1	Cold Mix Patch	S.F.	\$15.00	\$20.00
10.2	Saw Cut (Asphalt/Concrete) (Minimum \$300.00 Mullins)	L.F.	\$5.00	\$5.00
10.3	Grader	Hour	\$130.00	\$100.00
10.4	Backhoe	Hour	\$125.00	\$95.00
10.5	Roller (Bomag-120 AD or Equal)	Hour	\$110.00	\$50.00
10.6	Single-Axle Truck	Hour	\$75.00	\$75.00
10.7	Tri-Axle Truck	Hour	\$85.00	\$90.00
10.8	Bobcat(Including Attachment Needed)	Hour	\$90.00	\$100.00
10.9	Shoulder Stone (Edge of Pavement) with Mineral Aggregate Type A Base, TDOT 303-01, Placed and Compacted	Ton	\$75.00	\$45.00
11.1	Labor	Hour	\$50.00	\$50.00

NOTES:

Item No. 1.1, "Minimum Charge", is the initial mobilization charge due the Contractor per Work Order and is intended only to cover the mobilization cost to respond to the Work Order. Only one (1) charge is allowed per Work Order, regardless if there are multiple locations on a Work Order. Unit Prices for all other items bid is in addition to the Minimum Charge.

Cost of tack coat bituminous materials shall be included in other items bid.

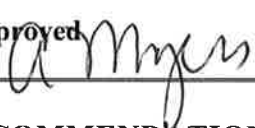
AGENDA NUMBER V.I.C.MEETING DATE June 09, 2016**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Bids for Contract 2017-02, Installation of Pavement Markings

INTRODUCTION: The purpose of this agenda item is to consider bids and award this contract for installation of pavement markings to the chosen contractor.

BACKGROUND: Each year we advertise for bid proposals for the installation of pavement markings for our streets. Proposals are obtained for the various line items we typically see during the given year, and we recommend award of this contract to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received bids from two contractors on May 24: Volunteer Highway Supply and Highway Markings, Inc., and a tabulation of their proposed unit prices is attached. Staff recommends Volunteer Highway Supply's proposal, based upon their responsiveness, as well as their generally lower unit prices.

FINANCIAL SECTION:**Project:**

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$40,000	\$40,000	\$0

Approved
By: **RECOMMENDATION BY:** Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of bids and award of Contract 2017-02 to Volunteer Highway Supply Co., Inc.

BOARD ACTION:**MOTION BY:** _____ **SECONDED BY:** _____

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

BID TAB FOR 2017-02 ANNUAL ON-CALL PAVEMENT MARKINGS

TOF/TDOT Item No.	Description	Unit	Volunteer Highway Supply	Highway Markings, Inc.
			Unit Price	Unit Price
1.1	Painted Word Pavement Marking (ONLY)	EA	55.00	155.00
1.2	Painted Word Pavement Marking (SCHOOL)	EA	100.00	250.00
2.1	8" Raised Ceramic Markers/Refl.	EA	65.00	15.85
3.1	Durable Reflectorized Pavement Marking (4" Line) 3M All Weather Paint	L.F.	.25	0.30
716-01.11	Raised Pavement Markers (Bi-Dir) (1 Color)	EA	8.00	9.50
716-01.12	Raised Pavement Markers (Mono-Dir) (1 Color)	EA	8.00	9.50
716-01.13	Raised Pavement Markers (Bi-Dir) (2 Color)	EA	8.00	9.50
716-01.23	Snow Plowable Reflective Marker (Dir) (2 Color)	EA	30.00	33.75
716-02.03	Plastic Pavement Marking (Crosswalk 2ft. Bar-2ft Gap-10' Len.)	L.F.	18.00	25.50
716-02.04	Plastic Pavement Marking (Channelization Striping)	S.Y.	18.00	21.50
716-02.05	Plastic Pavement Marking (Stop Line)	L.F.	9.00	11.75
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	EA	100.00	145.00
716-02.08	Plastic Pavement (8" Dotted Line)	L.F.	1.25	1.75
716-02.12	Plastic Pavement Marking (8" Barrier Line)	L.F.	1.10	1.42
716-03.01	Plastic Word Pavement Marking (ONLY)	EA	125.00	185.00
716-03.04	Plastic Word Pavement Marking (SCHOOL)	EA	325.00	375.00
716-03.05	Plastic Word Pavement Marking (Bike Lane)	EA	350.00	365.00
716-04.03	Plastic Pavement (4" Dotted Line)	L.F.	1.00	1.10
716-04.10	Plastic Pavement Marking Symbol (Handicap Symbol))	EA	175.00	135.00
716-04.11	Plastic Pavement Marking (Bicycle Symbol w/ Rider)	EA	300.00	375.00

716-04.12	Plastic Pavement Marking (Yield Line)	S.Y.	9.00	15.00
716-04.13	Plastic Pavement Marking (Bike Lane Symbol with Arrow)	EA	300.00	375.00
716-05.01	Painted Pavement Marking (4" Line)	L.M.	465.00	825.00
716-05.03	Painted Pavement Marking (4" Line) (Crosswalk and/or parking lot)	L.F.	1.00	.42
716-05.05	Painted Pavement Marking (Stop Line)	L.F.	5.00	6.75
716-05.06	Painted Pavement Marking (Turn Lane Arrow)	EA	45.00	110.00
716-05.08	Painted Pavement Marking (4" Parking Line)	L.F.	0.30	.42
716-05.50	Painted Pavement Marking (8" Line)	L.F.	0.60	.65
716-05.51	Painted Pavement Marking (12" Line)	L.F.	2.00	1.45
716-05.60	Retracing Pavement Markings - Painted (4" Line)	L.M.	400.00	525.00
716-05.61	Retracing Pavement Markings - Painted (8" Barrier Line)	L.F.	0.60	.35
716-05.62	Retracing Pavement Markings - Painted (6" Line)	L.M.	450.00	750.00
716-05.64	Retracing Pavement Markings - Painted (6" Dotted Line)	L.F.	0.20	.65
716-05.72	Performance Based Retracing Spray Thermo (4" Line)	L.M.	1,584.00	1,125.00
716-05.73	Performance Based Retracing Spray Thermo (6" Line)	L.M.	2,376.00	1,675.00
716-06.01	Painted Word Pavement Marking (Handicapped Symbol)	EA	100.00	92.50
716-08.01	Removal of Pavement Marking (Line)	L.F.	0.75	.58
716-08.11	Removal of Word Pavement Marking	EA	50.00	75.00
716-08.12	Removal of Word Pavement Marking (Handicapped Symbol)	EA	75.00	65.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bids for Contract 2017-03, Annual Guardrail Maintenance

INTRODUCTION: The purpose of this agenda item is to consider bids and award our Annual Guardrail Maintenance contract to the chosen contractor.

BACKGROUND: Each year we advertise for bid proposals for maintenance of guardrail. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received bids from two contractors on June 2 (Roadway Solutions, LLC and Highway Markings, Inc.), and I've attached a tabulation of their unit prices. Based upon the unit prices shown, as well as our excellent working relationship in the past, staff recommends award of Contract 2017-03 to Roadway Solutions, LLC.

FINANCIAL SECTION:

Project:

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$15,000	\$15,000	\$0

Approved
By: 

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval

PROPOSED MOTION: Approval of bids and award of Contract 2017-03 to Roadway Solutions, LLC.

BOARD ACTION:

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

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

BID TAB FOR 2017-03 ANNUAL ON-CALL GUARDRAIL MAINTENANCE

TOF/TDOT Item No.	Description	Unit	Roadway Solutions	Highway Markings
			Unit Price	Unit Price
705-01.01	Guardrail at Bridge Ends	LF	52.00	74.50
705-01.04	Metal Beam Guard Fence	LF	82.00	68.25
705-02.01	Single Guardrail with Rub-Rail (Type 2)	LF	21.00	27.50
705-02.02	Single Guardrail (type 2)	LF	19.50	19.75
705-02.03	Single Guardrail (Type 2) Long Post	LF	22.50	24.25
705-02.20	Single Guardrail (Type 2) Long Post (6'-9')	LF	26.50	25.75
705-02.25	Single Guardrail (Type 2) Long Post (9'-12')	LF	29.50	28.85
705-04.02	Guardrail Terminal (Type 12)	EA	1000.00	675.00
705-04.03	Guardrail Terminal (Type 13)	EA	500.00	625.00
705-04.04	Guardrail Terminal (Type 21)	EA	2000.00	1975.00
705-04.05	Guardrail Terminal (Type-in-Line)	EA	450.00	750.00
705-04.07	Tan Energy Absorbing Terminal (NCHRP 350, TL3)	EA	2800.00	2375.00
705-04.10	Earth Pad for Guardrail End Treatment	EA	1200.00	1175.00
706-01	Guardrail Removed	LF	2.00	2.50
706-03.01	Posts Furnished	EA	225.00	48.50
706-06.03	Radius Rail	LF	25.00	25.75
706-06.05	Radius Rail on Long Post (6-9 Ft)	LF	33.00	29.50
706-06.06	Radius Rail on Long Post (9-12 Ft)	LF	38.00	32.75
706-10.26	Rounded End Element	EA	75.00	47.50
706-10.73	Removal of Guardrail & Post for Reuse	LF	1.50	6.50
717-01.03	Mobilization (Per Call-Out) (Town of Farragut)	EA	350.00	500.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bids for Contract 2017-04, Annual Signal Maintenance Contract

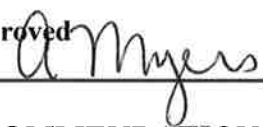
INTRODUCTION: The purpose of this agenda item is to consider bids and award our Annual Signal Maintenance contract to the chosen contractor.

BACKGROUND: Each year we advertise for bid proposals for maintenance of our traffic signals. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received bids from only one contractor on May 24, (Progression Electric, LLC), and I've attached a tabulation of their unit prices. Based upon this tabulation, as well as our excellent working relationship in the past, staff recommends award of Contract 2017-04 to Progression Electric, LLC.

FINANCIAL SECTION:

Project: 110-41670-264

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$48,000	\$48,000	\$0

Approved
By: 

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of bids and award of Contract 2017-04 to Progression Electric, LLC.

BOARD ACTION:

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

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

BID TAB FOR 2017-04 ANNUAL ON-CALL SIGNAL MAINTENANCE

				Progression Electric (2016)		Progression Electric (2017)	
DESCRIPTION		Qty.	Unit	Unit Price (\$)	Total (\$)	Unit Price (\$)	Total (\$)
SCHEDULED PREVENTIVE MAINTENANCE		Service provides one (1) man and one (1) pickup truck					
SCHEDULED PREVENTIVE MAINTENANCE (semi-annual) per signal intersection		25	EA	225.00	5,625.00	225.00	5,625.00
SCHEDULED PREVENTIVE MAINTENANCE (annual) per signal intersection		25	EA	275.00	6,875.00	275.00	6,875.00
TOTAL \$					12,500.00	TOTAL\$	12,500.00
NON-SCHEDULED (ON-CALL) MAINTENANCE		Service provides one (1) man and one (1) pickup truck					
EMERGENCY Service – (2 Hour Response Time)			HR	155.00		175.00	
SAME-DAY Service – (8 Hour Response Time)			HR	130.00		150.00	
AFTER-HOURS Service – (8 Hour Response Time)			HR	155.00		175.00	
REGULAR Service			HR	130.00		150.00	
SERVICE TRUCK (HYDRAULIC BUCKET)			HR	50.00		75.00	
15 TON CRANE (4 hour minimum per service call.)			HR	125.00		125.00	
MISCELLANEOUS ITEMS (Labor Only)							
LABORER			HR	40.00		50.00	
TECHNICIAN, IMSA Level I			HR	75.00		75.00	
TECHNICIAN, IMSA Level II			HR	75.00		75.00	
TECHNICIAN, IMSA Level III			HR	75.00		75.00	
LICENSED ELECTRICIAN			HR	70.00		75.00	
REPAIR MASTER CONTROLLER			HR	75.00		75.00	
REPAIR CONTROLLER			HR	75.00		75.00	
MISCELLANEOUS ITEMS							
PROVIDE TEMPORARY CONTROLLER			EA	250.00		250.00	
PROVIDE TEMPORARY CONFLICT MONITOR			EA	250.00		250.00	
REPLACE PEDESTRIAN MODULE KITS FOR COUNTDOWN			EA	475.00		475.00	
REPLACE EXISTING LOOP DETECTOR, INCLUDES SAW CUT PAVEMENT & LEAD-IN			LF	7.00		9.00	

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Bud McKelvey, Public Works Director

SUBJECT: Approval of Bids for Contract 2017-06, HVAC Maintenance Contract

INTRODUCTION: The purpose of this agenda item is to consider bids and award our HVAC Maintenance Contract to the chosen contractor.

BACKGROUND: The Town is approaching the end of a three year contract for HVAC maintenance. The contract will be bid as another multiyear contract, as it has saved the Town money in the long run.

DISCUSSION: Staff recommends award of the contract to a contractor based upon yearly prices and ability to perform the required work. Bids were received from three contractors on May 27, 2016. Tabulations of the yearly prices provided by Interstate Mechanical Contractors, Inc., Air Quest America, and Del-Air Mechanical Contractors are attached. Based upon yearly pricing, staff recommends award to Del-Air Mechanical Contractors, Inc.

Del Air Mechanical	1 st yr <u>\$13,956.00</u>
	2 nd yr <u>\$14,100.00</u>
	3 rd yr <u>\$14,244.00</u>
	36 Mos <u>\$42,300.00</u>

RECOMMENDATION BY: Bud McKelvey, Public Works Director

PROPOSED MOTION: Approval of bids and award of Contract 2017-06 to Del-Air Mechanical Contractors, Inc.

BOARD ACTION:

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

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

BID TAB FOR 2017-06 - HVAC MAINTENANCE CONTRACT

Bidder	Bid Prices
Air Quest America	1 st yr <u>\$17,900.00</u> 2 nd yr <u>\$17,900.00</u> 3 rd yr <u>\$17,900.00</u> 36 Mos <u>\$53,700.00</u>
Interstate Mechanical Contractors, Inc.	1 st yr <u>\$16,900.00</u> 2 nd yr <u>\$16,400.00</u> 3 rd yr <u>\$16,400.00</u> 36 Mos <u>\$49,700.00</u>
Del Air Mechanical	1 st yr <u>\$13,956.00</u> 2 nd yr <u>\$14,100.00</u> 3 rd yr <u>\$14,244.00</u> 36 Mos <u>\$42,300.00</u>

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Bud McKelvey, Public Works Director

SUBJECT: Approval of Bids for Contract 2017-07, Street Sweeping Contract

INTRODUCTION: The purpose of this agenda item is to consider bids and award the Street Sweeping Contract to the chosen contractor.

BACKGROUND: The Town is approaching the end of a three year contract for street sweeping. The contract was bid as another multiyear contract, as it has saved the Town money in the long run.

DISCUSSION: Staff recommends award of the contract to a contractor based upon yearly prices, as well as responsiveness (if the contractor has completed the contract in the past) and ability to perform the required work. Two bids were received on May 27, 2016 and bid tabulations are attached with yearly prices provided by Huskey Vac of Kodak and PRI of East Tennessee. Based upon yearly prices, as well as performance over the past 10 years, staff recommends award to Huskey Vac of Kodak.

FINANCIAL SECTION:

Project: 110-43000-290

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$26,000	\$23,850	\$2,150

Approved
By: [Signature]

RECOMMENDATION BY: Bud McKelvey, Public Works Director

PROPOSED MOTION: Approval of bids and award of Contract 2017-07 to Huskey Vac of Kodak.

BOARD ACTION:

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

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

BID TAB FOR 2017-07 – STREET SWEEPING CONTRACT

Bidder	Bid Prices
Huskey Vac of Kodak	1st yr <u>\$23,850.00</u> 2nd yr <u>\$23,850.00</u> 3rd yr <u>\$23,850.00</u> 36 Mos <u>\$71,550.00</u> With a \$75.00 Hourly "As Needed" Cost
PRI of East Tennessee	1st yr <u>\$37,000.00</u> 2nd yr <u>\$38,900.00</u> 3rd yr <u>\$41,200.00</u> 36 Mos <u>\$117,100</u> With a 1st yr \$195, 2nd yr \$205, 3rd yr \$215 Hourly "As Needed" Cost

AGENDA NUMBER VI. H. MEETING DATE June 09, 2016

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Reimbursement for Roadway Repairs – Long Ridge Road

INTRODUCTION: The purpose of this agenda item is to approve reimbursement for repairs to Long Ridge Road (in Saddle Ridge Subdivision) by First Utility District.

BACKGROUND: In mid-April, a water line leak in Saddle Ridge Subdivision caused extensive damage to approximately 700 feet of Long Ridge Road. As we had just opened bids for this year's resurfacing contract, staff felt the most efficient means of correcting the issue was to add this portion of roadway to that contract, so the work could be completed quickly at competitively-bid unit prices. APAC Harrison was willing to mobilize quickly after award of the contract, and the work was completed by May 6. Staff was present during the work, and we conclude that the repairs were completed to the Town's standards. Upon execution of the attached settlement agreement and release of claims, First Utility District's insurance company (Berkley Southeast Insurance Group) will issue a check to the Town for the full cost of \$40,026.44. Staff recommends approval.

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval

PROPOSED MOTION: Approval of Settlement Agreement and Release of Claims from First Utility District.

BOARD ACTION:

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

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

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

READ CAREFULLY BEFORE SIGNING

This Settlement Agreement And Release of Claims ("Agreement") is made as of the 1st day of June y 2016, by and among:

Town of Farragut and all of his/her/their current and former agents, representatives, successors, assigns, heirs, and attorneys [hereinafter variously known as ["Claimant" or "Releasor(s)"] on the one hand; and

First Utility of Knox County, together with his/her/their agents, representatives, employees, servants, volunteers, predecessors, successors, assigns, heirs, executors, administrators, partners, personal representatives, attorneys, insurers and re-insurers including, but not limited to, Berkley Insurance Company, by its member Berkley Southeast Insurance Group, W.R. Berkley Corp., Union Insurance Company, and all of their parent, subsidiary, divisions and affiliate companies, together with their current and former officers, directors, shareholders, officials, stockholders, agents, representatives, employees, servants, volunteers, predecessors, successors, assigns, heirs, attorneys, underwriters, insurers and re-insurers, both jointly and severally [hereinafter all collectively known as "Releasees" or the "Released Party(ies)"] on the other.

Releasor(s) and the Released Party(ies) hereby jointly agree as follows: Releasor alleges that on or about 3/24/2016, you suffered property damage described as a damaged paved roadway("Property") as a result of an Incident that occurred at or around roadway of 12832 Long Ridge Dr., Knoxville, TN in the town of Farragut (hereinafter "Incident"). The Parties desire to enter into this Agreement to provide, among other things, for consideration in full settlement and discharge of property damage claims Releasor(s) may have, either individually or in a representative capacity, against the Released Party(ies) for damage to the Property identified that arose out of the Incident, on the terms and conditions in this Agreement.

PAYMENT AND CONSIDERATION- Upon execution of this Agreement as provided for below, Releasee shall pay to the Releasor payment in the amount of \$40,026.44, to be delivered to Releasor at the following location: 11408 Municipal Center Dr. Farragut, TN 37934. This payment is based on the Releasor's claims for property damage to Releasor's Property.

RELEASE OF CLAIMS- Releasor(s) hereby forever release, discharge, and acquit the Released Party(ies) from all claims, suits, costs, debts, demands, actions, and causes of action, whether known or unknown, that Releasor(s) had, have, or might have in the future relating to the Property identified above arising out of, or in any way connected with, the Incident with the exception of the following: any additional or supplemental damages that are necessary and related to the Incident described above. The releasee reserves the right to review the additional damages and does not guarantee any particular sum. Releasor agrees to provide the documentation relative to any costs in a timely manner to the releasee for consideration and understands that any additional costs must also be reasonable and must be proven with specificity.

NO ADMISSION OF LIABILITY- This Agreement constitutes a settlement by compromise of disputed claims or potential claims arising out of, related to, or in some way connected with the Incident and is intended by the Parties to put an end to the matter and buy their peace. Neither this settlement and compromise nor the payment of the sums set forth herein shall be construed as an admission of liability or wrongdoing by Released Parties, all such liability and wrongdoing being expressly denied by them.

COVENANTS, REPRESENTATIONS, AND WARRANTIES- As an inducement for Released Parties to enter into this Agreement, Releasor(s) covenants, represents, and warrants that: (A) At the time of the Incident, Releasor was over the age of eighteen (18); (B) Releasor presently suffers from no legal disability that prevents her/him from having the capacity to enter into and execute this Agreement, and she/he does, in fact, have the legal capacity, power, and authority to enter into and execute this Agreement; (C) Neither Releasor nor anyone acting on Releasor's behalf has assigned, transferred, or sold, or purported to assign, transfer, or sell, to any person or entity any claim or potential claim, demand, action, cause

of action, or right released by this Agreement; (D) Releasor shall be and is solely responsible for payment of all of her/his attorney fees, expenses, court costs, and taxes (including penalties and interest) relating to the Incident and to this settlement; (E) There are no actual or potential liens of any kind on the actual and potential claims being released; (F) Neither the existence of this Agreement nor any of its provisions shall be offered in evidence by Releasor in any action or proceeding other than an action to enforce this Agreement; (G) Releasor has not been influenced to any extent by any representation or statement of Released Parties, and no statement, representation, promise, or agreement of any nature, other than those contained in this written Agreement, has been made to or with her/him; and (H) Releasor has relied solely upon her/his own judgment in entering into this Agreement and executes this Agreement with full knowledge of its contents and of her/his own free will and accord.

FUTURE COOPERATION AND DISMISSAL-Releasor agrees to cooperate fully, to execute any and all supplementary documents and to take all additional actions necessary or appropriate to give full force and effect to the terms and intent of this Agreement which are not inconsistent with its terms. If there is a Civil Suit, Releasor understands and agrees that the dismissal with prejudice of the Civil Suit is a material term and condition of this Agreement and that, should the Court refuse to dismiss the Civil Suit with prejudice, then the settlement and compromise shall be voidable at the sole election of Released Parties.

MISCELLANEOUS- This Agreement was arrived at after thorough bargaining and negotiations. This Agreement contains the entire agreement and understanding of the Parties with respect to the settlement of all current and potential property damage claims arising out of the Incident and related to the subject Property; supersedes all prior agreements, arrangements, and understandings relating to the subject matter of this Agreement; and is binding upon the Parties and their agents, representatives, successors, assigns, and heirs. This Agreement may not be modified, in whole or in part, except by written agreement signed by all of the Parties. The Parties hereby acknowledge and agree that they may hereafter discover facts different from or in addition to those which they now know or believe to be true with respect to the claims being released by this Agreement and that, in such event, this Agreement shall nevertheless be effective and remain in force in all respects. It is understood that the Releasor has the right and opportunity to consult fully with legal counsel or other advisor prior to signing this Agreement. The Releasor also acknowledges that, before signing this Agreement, the Releasor has read and fully understands each paragraph thereof and that the meaning of this Agreement. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be construed or interpreted against the party actually preparing this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia and without giving effect to the principles of conflicts of laws. A waiver by any of the Parties of any breach of this Agreement or any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or any subsequent breach by any of the Parties. If a court of competent jurisdiction determines that any term, provision, or part of this Agreement is invalid, unenforceable, or void, then such term, provision, or part shall be severed from the remainder of this Agreement and shall not affect the validity or enforceability of the remainder of this Agreement. In the event of litigation relating to, arising out of, or connected with a breach of this Agreement, the prevailing party shall be entitled to recover all costs, expenses, and actual attorney fees incurred therein. This Agreement shall be binding upon the Releasor and the Releasor's heirs, executors, administrators, assigns, successors, beneficiaries, employees and agents, and shall inure to the benefit of the Releasees and their predecessors, successors and assigns.

Having carefully read this ***Settlement Agreement And Release of Claims*** and having fully informed herself/himself of and understanding its contents, Releasor indicates agreement and executes this Agreement of her/his own free will and accord by signature as of the date set forth below.

WITNESS MY HAND AND SEAL this _____ day of _____.

Sworn to and subscribed before me,
this _____ day of _____.

My Commission Expires: _____

Town of Farrugut

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance

INTRODUCTION: The purpose of this agenda item is to consider approval of a memorandum of understanding (MOU) between the Town of Farragut and the Farragut Business Alliance (FBA).

DISCUSSION: The FBA was formed in 2009 as a non-profit 501(c)6 organization whose primary mission is to help promote businesses in the Town of Farragut. Since that time, the FBA has held several community events, such as the Red, White and Blues Festival, the Farragut Food Festival, Light the Park and various events during the Dogwood Arts Festival. The FBA also has been leading the marketing of the Shop Farragut campaign during the holiday shopping season.

The Economic Development Committee (EDC) and Board of Mayor and Aldermen (BMA) reviewed a previously proposed MOU in February 2016 that would have included the FBA being responsible for helping implement the Town's new brand to the business community. After several public forums, the BMA decided to have town staff implement the branding strategy, thus leaving the FBA to provide similar business services as they have over the past five years, with an increased focus on expanding the Shop Farragut campaign to a year round program.

The attached MOU outlines the economic development initiatives the FBA will be responsible to provide for the Town of Farragut and the businesses located within the Town (see Exhibit A – Program of Work). The FBA's program of work will include promoting Farragut's businesses, retaining existing business, and recruiting new business to the Town. The FBA board voted to eliminate the annual Red, White and Blues festival and instead promote two additional shopping events at centers along the Kingston Pike corridor. The Town may also terminate this agreement at any time during the term.

Due to these additional responsibilities and marketing enhancements for the Shop Farragut program, the FBA is requesting an increase in funding from the Town to \$70,000 for this one year agreement. The FBA has given a proposed budget and how they would utilize these additional funds in the attachment to this report.

RECOMMENDATION BY: The Economic Development Committee met on May 4, 2016 and recommended approval of the MOU with the FBA by a vote of 5-0-2.

PROPOSED MOTION: To approve a Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance as attached.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") entered into as of the _____ day of _____, 2016 by and between Farragut Business Alliance, a 501(c)6 corporation filed under the laws of the State of Tennessee ("FBA") and The Town of Farragut, a municipal corporation created under the laws of the state of Tennessee (the "Town").

WHEREAS, the Town has secured the efforts of the FBA in the past to assist it in the development and implementation of a strategic action plan designed to enhance awareness of local businesses and increase marketing through the use of various marketing avenues and special events for the overall benefit of the Town's citizens and businesses; and

WHEREAS, the Town desires to continue a relationship with FBA to further its economic development objectives of promoting local business through the coordination of the Town's business community to better serve the needs of the business community, to increase retail revenues by attracting the citizens of the greater Knoxville area to shop at the Town's businesses and to support the Town's efforts to retain existing businesses and recruit new ones; and

WHEREAS, FBA possesses the qualifications and desire to develop and implement a Program of Work consisting of a series of defined steps all designed to bolster economic development efforts of the Town to improve the level of business conducted within the Town; and

WHEREAS, the parties desire to memorialize herein the terms and conditions of an agreement whereby the Town commissions the FBA to undertake the process of developing and implementing the Program of Work for the Town.

NOW, THEREFORE, in consideration for the terms, conditions and agreements provided for hereinafter, the sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. Engagement. The Town hereby engages the FBA to perform the following services and to provide the following support to the Town and its businesses located within the Town's boundaries by implementing the steps and accomplishing the goals set out in the attached Exhibit A entitled "Farragut Business Alliance-Program of Work" (the "Program of Work"). The FBA accepts such engagement and will provide services necessary to accomplish the Program of Work with reasonable assistance of representatives of the Town in providing the FBA with relevant information possessed by the Town.

2. Term. FBA shall commence work hereunder effective July 1, 2016, and shall devote the time and attention it deems appropriate and required in order to accomplish the goals outlined within the Program of Work. The term of this agreement shall be one year from July 1, 2016 through June 30, 2017 except as otherwise provided in paragraph 8 below.

3. Compensation. In full compensation for the FBA's work hereunder, conditioned on approval and adoption of the Town's budget by the Board of Mayor and Alderman during the

applicable fiscal year, the FBA shall receive the sum of \$70,000 for the term of this MOU paid by the Town, to be paid to the FBA in the manner provided in paragraph 4.

4. Manner of Payment. Subject to the provisions of this Agreement, the compensation payable hereunder shall be paid to the FBA in the sum of \$70,000 for the year from July 1, 2016 through June 30, 2017 payable in four equal quarterly installments commencing on October 1, 2016 and continuing for the following three three (3) month intervals ("Quarter" or "Quarters") conditioned upon the due submission of the progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board of Mayor and Alderman in the 2016-2017 fiscal year;

5. Progress Reports. FBA shall furnish Town with written progress reports at the end of each Quarter from and after July 1, 2016 (i.e., September 30, 2016, December 31, 2016, March 30, 2017, June 30, 2017, , etc.). The content of the Progress Report should include a summary of the actions taken by the FBA, during the subject Quarter, in furtherance of the Program of Work. If FBA fails to furnish a Progress Report, or if it appears from the report that no progress has been made in the advancement and achievements of the Program of Work since the last Progress Report, the Town shall have the right to withhold the quarterly payment until FBA resumes progress on the work. In addition, the FBA shall, if the Town so requests, confer with representatives of the Town from time to time on matters of substance concerning the efforts that have been and will be taken to advance the goals of the Program of Work.

6. Delays in Completion. In the event contingencies arise that hinder the ability of the FBA from moving forward with the Program of Work through no fault of the FBA, the FBA shall inform the Town Administrator of such circumstances as soon as possible. The Town will take steps within its control to assist the FBA with overcoming said contingencies.

7. Independent Contractor. It is the mutual understanding of the parties that the members of the FBA are undertaking the Program of Work as independent contractors, not as employees of the Town. The FBA shall be solely responsible for reporting for tax purposes the amount received hereunder and for the payment of any taxes of every kind that may be payable on account of the payments provided for herein. The FBA specifically agrees to indemnify, defend and hold the Town harmless from any such taxes and related penalties, and other costs incurred by the Town including, but not limited to, attorneys' fees and costs incurred thereby.

8. Termination on Convenience of Municipality. For any reason the sufficiency of which the Town shall be the sole judge, the Town may terminate this Agreement, including, but not limited to, the non-approval of the Town's budget by the Board, Mayor and Alderman in the applicable fiscal year, refusal of the FBA to comply with any of the provisions of this Agreement or for the convenience of the Town. In such event, the payments FBA has theretofore received, plus a pro rata amount of payment as compensation for the work performed during the Quarter in which the determination to terminate is made, shall constitute the FBA's full and final compensation, and FBA shall have no further claim with respect thereto.

9. Waiver. The failure of any party hereto at any time to require performance of any of the provisions hereof shall in no manner affect the right to enforce same.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to rules concerning conflicts of law.

11. Further Assurances. The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties except as otherwise specifically provided herein. Nevertheless, all parties agree to cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intentions of this Agreement.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Assignment. FBA shall not assign, transfer or otherwise dispose of any of its rights, duties or obligations hereunder without the prior written consent of the Town. Any attempted assignment without such prior written consent shall be void *ab initio*.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the transaction contemplated, and supersedes all prior agreements, understandings, negotiations, both written and oral, among the parties with respect thereto.

16. Amendments. This Agreement may be amended only by a written instrument duly executed by all parties or their respective successors, assigns or legal representatives.

This Agreement entered into as of the day and year first above written.

Farragut Business Alliance;

TOWN:

Dr. Ralph McGill, Mayor

As to form:

Thomas M. Hale
Town Attorney

Farragut Business Alliance Program of Work

Mission: Positively impact Farragut's economic growth by assisting new businesses, supporting and promoting existing businesses and, in coordination with the Town of Farragut, aiding in the economic development and promotion of the community.

Business Promotion, Retention and Support

Goal: Positively impact the amount of sales tax dollars collected in the Town of Farragut.

- Create, market and implement at least two location-centered mini-events to bring consumers directly to the doors of businesses (i.e., Village Green, West End Center, Patriot's Corner, etc.).
- Visit a minimum of 30 businesses per month in a business advocate capacity and document input collected.
- Add at least 5 businesses per month to the online Business Directory/Shop Farragut mobile app.
- Secure Shop Farragut involvement/exposure (coupons, events, co-op advertising participation, social media, app links, etc.) for/from at least 20 businesses per month.
- Involve and train at least 5 business volunteers to mentor new businesses.
- Collect and share Shop Farragut redemption data from businesses with the technology to track it.
- Increase Facebook and Twitter followers by at least 20% annually (baseline = 1469).
- Increase unique web site visits by 10% per month (baseline = 7200 annually).
- Generate an average of at least 35 Shop Farragut app downloads per month.
- Place Farragut-related "earned media" stories/appearances at least semi-monthly.
- Distribute e-newsletter at least monthly.
- Conduct at least one business and residential survey annually.

Strategy: Expand reach of the "Shop Farragut" brand to become recognizable in the Farragut community and the region.

ACTION STEPS:

1. Engage in ongoing public relations efforts to help disseminate the stories of unique Farragut businesses; include relevant businesses in proactive editorial coverage and media tours.
2. Ensure communications with business and non-business (churches, civic groups, schools, non-profits, neighborhood associations, etc.) sectors of the Farragut population.
3. Investigate opportunities to serve as "Official Welcoming Host" for visitors at regionally-significant events, in exchange for providing attendees with Farragut-branded promotional materials.

Strategy: Increase opportunities of exposure for businesses participating in the Shop Farragut initiative.

ACTION STEPS:

1. Seek out ways for businesses to significantly increase visibility and marketability to their potential customers by enabling their participation in marketing and promotional programs that most businesses could not afford on their own (co-op advertising, etc.).
2. Encourage, compile, and market special promotions and sales offered by multiple merchants during Shop Farragut blitz times as a basis for attracting new shoppers; expand the number of participating retail outlets.
3. Investigate adding a Shop Farragut loyalty/discount component.
4. Develop partnerships with hospitality industry to capture visitor spending.
5. Heavily cross-promote member events, specials and milestones.
6. Partner with other tourist-oriented Farragut venues to attract and keep visitor dollars in the Farragut area.
7. Revisit potential opportunities brought about by the location of the Knoxville Open.
8. Continue to develop and leverage local and regional strategic partnerships, especially as they relate to advertising and recruiting (Visit Knoxville, Knoxville Chamber, Legacy Parks Foundation, State of Tennessee Department of Tourism, etc.); increase exposure and identify potential opportunities for retail, restaurant and tourism growth.

Strategy: Increase the number of Farragut businesses involved in, and aware of, the FBA's and the Town's efforts, and deepen their involvement and understanding.

ACTION STEPS:

1. Laser-focus on understanding and helping meet the needs of businesses in Farragut by identifying and training volunteer "Business Advocates" to "take the pulse" of the business community through personal visits; gather ideas, input, concerns and other relevant information and submit for appropriate action.
2. Leverage the FBA's position in the business license process to position the organization as the business start-up resource in Farragut.
3. Finalize and implement the Business Mentor Program to provide counseling and assistance to new and existing businesses.
4. Identify and communicate opportunities for market exposure for businesses (i.e. Small Business Saturday).
5. Ramp up social and digital advertising and cross-promotional efforts.
6. Engage board members to make key visits on behalf of the FBA to build and leverage strategic relationships.
7. Continue to populate online business directory with complimentary, robust listings and links.
8. Continue to distribute business communications through traditional media, social media and e-newsletters; merchandise back to the businesses what they are receiving for the Town's investment.
9. Conduct at least one survey of all Farragut businesses annually.

Strategy: Assist the Town in shaping positive public opinion regarding conducting business in Farragut.

ACTION STEPS:

1. Engage in ongoing public relations efforts to help position Farragut as a business-friendly community.

2. Continue to engage in one-to-one meetings with community and business leaders to build support.
3. Continue to build partnerships with key local and regional organizations.
4. Continue to communicate member feedback regarding processes, ordinances and other issues of mutual importance to the Town and to businesses.

Strategy: Help identify and assist new businesses endeavoring to open in Farragut.

ACTION STEPS:

1. Commit to sending at least one representative to the International Council of Shopping Centers (ICSC) Conference annually.
2. Host reception for developers, retailers, etc. during ICSC conference.
3. Mentor new businesses as needed to support them through pre-startup processes.
4. Advocate with the Town on behalf of new businesses on issues that might arise on a case-by-case basis.
5. Introduce new business owners/managers to other business, civic and governmental contacts that might prove mutually beneficial.
6. Encourage new businesses to join the Farragut/West Knox Chamber, schedule ribbon cuttings, arrange to attend/host networking events, etc.

Community Events

Goal: Plan and execute at least three community events annually in the Town of Farragut.

- Increase involvement of business community by adding at least three new businesses (sponsors, vendors, etc.) to each event per year.
- Increase business exposure by securing volunteering from at least 5 Farragut businesses per event.
- Weather allowing, increase attendance of special events by at least 10% (baseline averages are 600 for Art in the Park for Kids; 900 for Farragut Food Festival; and 600 for Light the Park).
- Partner with hotels for mechanism of tying increase in room night to specific events and/or promotions.

Strategy: Design and promote community events in a manner that benefits Farragut businesses, neighborhoods, and its general reputation, while operating in the black.

ACTION STEPS:

1. Look at ways to generate additional funds from events, such as admission rates, increased opportunities for generating funds from concessions and ancillary sales, reaching out to more event-specific sponsors, and positioning events more regionally.
2. Initiate more aggressive promotions and advertising for events, including television coverage, banner advertising, etc.
3. Continue email blasts to database to promote events.
4. Continue listing events in regional online calendars, media calendars, and governmental/organizational calendars in the region.
5. Explore creation of an historic tour highlighting special sites in Farragut.
6. Leverage partnership with Visit Knoxville to expand coverage.
7. Identify existing events that FBA can support/sponsor/partner with in exchange for exposure.

Organization Development

Goal: Position organization to respond to economic and other environmental factors in partnership with the Town of Farragut to ensure continued viability and productivity.

- Continue increasing the amount of sponsorship dollars (direct and in-kind) obtained from private entities, with an initial target of \$35,000 in 2016.
- Aim for representation of a minimum of 80% at Farragut Board of Mayor and Aldermen, Municipal Planning Committee, Economic Development Committee, and other relevant meetings.
- Ensure 100% on-time filings for relevant IRS and State of Tennessee forms and reports.

Strategy: Ensure compliance with the Memorandum of Understanding entered into with the Town of Farragut and an understanding of deliverables and factors impacting them.

ACTION STEPS:

1. Maintain presence on the Town's Economic Development Committee (or other committees as identified by Town) and provide regular updates.
2. Serve on Town's ad hoc committees as requested.
3. Monitor Municipal Planning Commission (the "FMPC") agendas and provide input/updates as needed.
4. Rotate FBA board members to ensure attendance/representation at as many FMBA and FMPC meetings as possible; report back to board.
5. Provide annual progress updates to Town during budgeting process.
6. Work closely with Town administration to ensure ongoing communications and facilitate brainstorming and planning for projects and initiatives.
7. Host annual joint FBA-FBMA planning meeting to review/formulate/endorse following year's goals.

Strategy: Maximize FBA board composition and involvement to reflect a variety of businesses, locations and interests within the Town of Farragut and ensure that board works productively towards stated FBA goals.

ACTION STEPS:

1. Hold relevant economic development-related training/information sessions for board members (i.e., ICSC liaison, developers' meeting, Town department heads, etc.).
2. Recruit new directors to the FBA Board as needed to further diversify representation and to replace outgoing directors in a timely manner.
3. Hold regular FBA board meetings, as outlined in bylaws.
4. Utilize directors as liaisons between working committees and board.

Strategy: Actively identify and secure supplemental funding to leverage Town's investment.

ACTION STEPS:

1. Investigate possible public-private sponsorship programs.
2. Research and leverage grant opportunities to support tourism, main street, small business and other economic development programs.
3. Develop a more robust and broader-based corporate underwriting program; expand opportunities for event sponsorships; create and market program sponsorship opportunities.

CLASS/YEAR		2011	2012*	2013	2014**	2015***	2016 (Ex.2 w/3 events + 2 retail events)
FBA							
	Sponsorships	0	0	0	0		0
	<u>Other (TOF)</u>	<u>27415</u>	<u>44000</u>	<u>44000</u>	<u>34000</u>	<u>37750</u>	<u>70000</u>
	Gross Income	27415	44000	44000	34000	37750	70000
	Expenses	12395	36730	36144	45405	43662	61226
	Net	15020	7270	7856	-11405	-5912	8774
AIP							
	Sponsorships	625	3250	3750	4500	4500	5000
	<u>Other</u>	<u>748</u>	<u>1167</u>	<u>2550</u>	<u>3268</u>	<u>0</u>	<u>0</u>
	Gross Income	1373	4417	6300	7768	4500	5000
	Expenses	1497	2304	5046	6826	2898	2500
	Net	-124	2113	1254	942	1602	2500
RWB							
	Sponsorships	2000	4350	5350	4250	13375	0
	<u>Other</u>	<u>5611</u>	<u>6918</u>	<u>1624</u>	<u>6776</u>	<u>4909</u>	<u>0</u>
	Gross Income	7611	11268	6974	11026	18284	0
	Expenses	11933	11570	12260	12560	22778	0
	Net	-4322	-302	-5286	-1534	-4494	0
FFF							
	Sponsorships	1500	4850	5125	7750	6700	17500
	<u>Other</u>	<u>17135</u>	<u>21175</u>	<u>17927</u>	<u>23003</u>	<u>10724</u>	<u>25000</u>
	Gross Income	18635	26025	23052	30753	17424	42500
	Expenses	7440	11101	12098	18184	20151	27500
	Net	11195	14924	10954	12569	-2727	15000
LTP							
	Sponsorships	0	3250	4385	5000	6750	7000
	<u>Other</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Gross Income	0	3250	4385	5000	6750	7000
	Expenses	924	1312	903	972	1898	2000
	Net	-924	1938	3482	4028	4852	5000
SF							
	Sponsorships	0	0	0	0	0	0
	<u>Other (TOF)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Gross Income	0	0	0	0	0	0
	Expenses	3700	22180	7905	8057	4644	30000
	Net	-3700	-22180	-7905	-8057	-4644	-30000
ICSC							
	Sponsorships	-	-	0	0	0	0
	<u>Other</u>	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Gross Income	-	-	0	0	0	0
	Expenses	-	-	320	3235	3635	4000
	Net	-	-	-320	-3235	-3635	-4000
RETAIL EVENTS (2) SPONSORSHIP (IN LIEU OF RWB)							5500
ANNUAL							
	Sponsorship Inco	4125	15700	18610	21500	31325	35000
	<u>Other Income</u>	<u>50909</u>	<u>73260</u>	<u>66101</u>	<u>67047</u>	<u>53383</u>	<u>95000</u>
	Gross Income	55034	88960	84711	88547	84708	130000
	Expenses	37889	85197	74356	92004	99666	127226
	Net for Year	17145	3763	10355	-3457	-14958	2774

*Does not include revenue-neutral West End Center event (\$1700)

**Does not include Go & Glow inc/exp = Gross income of \$336

***Changed format of AIP to kids' piece only

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2016-08, FY2016 Fee Schedule

INTRODUCTION:

Each fiscal year the Board of Mayor and Aldermen establish a general fee schedule for necessary fees for all Town services, including but not limited to application, filing, license and permit fees.

DISCUSSION:

Attached is the proposed schedule of fees. Changes to the current fee schedule are in red/highlighted and descriptions of the changes are below:

Administration Development

- Addition of Solicitation Permit Fee of \$15. The previous fee of \$2 had not been revised since 1980 and was included in the ordinance.
- Addition of the Records Request/Copy Fees. These were previously in the ordinance but were removed when the ordinance was revised. The fees are established by the State of Tennessee, Office of Open Records Council.

RECOMMENDATION BY: Town Recorder/Treasurer Allison Myers for approval

PROPOSED MOTION: To approve Resolution R-2016-08, FY2016 Fee Schedule

BOARD ACTION:

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

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



TOWN OF FARRAGUT

RESOLUTION R-2016-08

WHEREAS, the Board of Mayor and Aldermen desires to establish a general fee schedule for Fiscal Year 2017, setting the necessary fees for all Town services and collection of Town accounts and expenditures, including but not limited to application, filing, license and permit fees; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen to consolidate all fees and adopt them by resolution;

NOW, THEREFORE BE IT RESOLVED by the Town of Farragut Board of Mayor and Aldermen, that all fees are hereby adopted as listed on the attached schedule.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 9th day of June 2016.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

FY2017 Fee Schedule

		<u>Approved Fee</u>
<u>Administration</u>		
Beer Permit		\$250
Beer Permit Privilege Tax		\$100
Retail Liquor Store Application		\$300
Liquor Privilege Tax		
	Private Club	\$300
	Hotel & Motel	\$1,000
	<u>Restaurants, according to seating</u>	
	75-125 seats	\$600
	126-175 seats	\$750
	176-225 seats	\$800
	226-275 seats	\$900
	276 seats & over	\$1,000
Wine Only Privilege Tax		\$120
Solicitation Permit		\$15
Records Request/Copies	Black & White 8 1/2 X 11	\$0.15
(see Section 1-307 of Farragut Municipal Code)	Color 8 1/2 X 11 or 8 1/2 X 14	\$0.50
	Color 36 X 24	\$5
	Larger copies	Cost of production
	Labor to fill request	Charges based on employee hourly rate and time to fulfill request

Engineering**Drainage Fee**

Commercial/Office Development	\$0.02 per square foot of impervious surface
Residential Development	\$30 per subdivision lot

Community Development**Approved Fee**

Illegal Parking (in fire lanes)	\$25
Special Events Permit	\$25
Zoning Letter	\$25
Trailblazer Signs	\$250
Licensing Fee	\$100
Grand Opening security deposit	\$300
Grand Opening Permit	\$25
Celebratory Events Permit	\$25

Building Permits

The permit fees are per the "Building Valuation Data", which is provided by the International Code Council and the total valuation as follows:

Total Valuation:

\$1,000 and less	No fee, unless inspection required, in which case a \$25 fee for each inspection shall be charged
\$1,001 to \$50,000	\$25.00 for the first \$1,000, plus \$6.50 for each additional thousand or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$340 for the first \$50,000, plus \$5.25 for each additional thousand or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$600 for the first \$100,000, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.
\$500,001 and up	\$2,260 for the first \$500,000, plus \$2.60 for each additional thousand or fraction thereof.

<u>Community Dev Continued</u>		<u>Approved Fee</u>
Plumbing Permit		\$25, plus \$5.00 for each fixture
Gas Permit		\$25 for first tap, plus \$5.00 for each additional tap
Mechanical Permit		\$25 for first \$1,000, per total value of installation, plus \$5.00 for each additional thousand or fraction thereof.
	Boilers (any occupancy)	\$10.00 plus
	33,000 Btu (1BHp) to 165,000 (5BHp)	\$5.00
	165,001 Btu (5BHp) to 333,000 (BHp)	\$10.00
	333,001 (10BHp) to 1,165,000 (52BHp)	\$15.00
	1,165,001 (52BHp) to 3,300,000 (98BHp)	\$25.00
	over 3,300,000	\$35.00

Swimming Pool Permit		
	Public Pool	Per total value of construction as per building permit
	Private pool (one & two family)	Per total value of construction
	Pool fillings system, including backflow prevention	\$1.50 ea
	Gas piping system (separate gas permit)	See Gas Permit
	Backwash receptor	\$1.50 ea
Demolition Permit (for demolition of any building or structure)		
	0-100,000 cu. Ft.	\$100
	100,001 cu. Ft. and over	\$1.00/1,000 cu. Ft.
Moving Permit (for moving any building or structure)		\$100, plus any applicable bonds
Re-Inspection Fee		\$50 for 1st re-inspection and \$100 for 2nd re-inspection and \$200 for re-inspections of the same failure beyond the 2nd re-inspection.
Plan Review Fee		Fee is one half of the calculated Building Permit Fee, which is to be paid at the time of plan submittal. One and two family dwellings are exempt. This fee includes an initial submittal and one correction submittal. All additional submittals will require a \$250 re-submittal fee.
Re-submittal Plans Review Fee		Re-submittal fees are a minimum of \$250 or one half of the calculated building permit fee based on the difference between the original building value and the revised building value, whichever is greater.

Fire Prevention Fee		
	Fire Sprinkler System Permit	\$0.02 per sq. ft. or \$100 (whichever is greater)
	Fire Alarm System Permit	\$0.02 per sq. ft. or \$100 (whichever is greater)
	All other permits	\$50.00
Subdivision Fees		
	Concept Plan	\$100
	Preliminary Plat	\$100 plus \$25/lot
	Final Plat	\$100 plus \$25/lot
Site Plan Fees		\$100
Landscape Plan Fees		\$50
Zoning Ordinance & Subdivision Regulations Text Amendment Fees	Amend written text	\$250
Zoning Map Amendment Fees	Amend map	\$300
Comprehensive Land Use Plan Amendment	Amend text or map	\$300
Municipal Code Text Amendment Fee		\$250
Sign Fees	Application to erect a sign.	\$100
	Replacement or installation of a sign erected prior to obtaining approval by the Town	\$200
Home Occupation Fee		\$50
Administrative Relief, Variance, and Special Exception		\$100
Everett Road Corridor Fee		Ordinance 14-19

<u>Parks & Leisure Services</u>		<u>Approved Fee</u>
<u>Facility</u>		
Community Room Rental		\$20 per hour; \$30 with kitchen
Picnic/Pavilions Rental	Essex (AP); Burnside (CSP)	\$25 half day/ \$40 full day
	Hartford & Saratoga (AP); Longstreet (CSP)	\$45 half day/\$80 full day
	McFee Small	\$60 half day/\$100 full day
	McFee Large	\$70 half day/\$120 full day
Athletic	Fields (Diamond & Rectangular)	\$15 per hour
	Fields (Artificial Turf)	\$30 per hour
	Softball Fees	\$325 per team
	Competitive, Recreational & Intermediate Volleyball Fees	\$165 per team
	Open Volleyball Fees	\$150 per team
Field Closed Non Compliant Fee		\$100 per event
For-Profit/Park Usage Fee	Professional Photographers, For profit classes, Trainers, Etc.	\$25 per hour
For-Profit/Tournament Usage Fee	Grass Field	\$300 per day
	Synthetic Turf Field	\$600 per day
Special Event Park Use Fee - Campbell Station Park Only		\$200 per 4 hours; \$50 per hour for each additional hour

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Ordinance 16-11, on first reading, to adopt the annual General Fund, State Street Aid Fund, Capital Investment Fund, Equipment Replacement Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2016 and ending June 30, 2017

INTRODUCTION: The purpose of this agenda item is to approve Ordinance 16-11, on first reading, adopting the annual budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

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 FY2017 budget started in February 2016, 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 FY2017 budget: General Fund, Capital Investment Fund, State Street Aid Fund, Equipment Replacement, and Insurance Fund.

DISCUSSION: The proposed General Fund budget for FY17 has anticipated revenue of \$10,056,362 which is 9.6% higher than the budgeted amount of \$9,175,451 in the current fiscal year. The Town has continued to see modest increases in its sales tax revenues, which make up approximately 56% of the overall revenue for the Town of Farragut, and project local sales tax revenues of \$5,650,000 next year. The Town also completed a special census this year that increased our population from 20,600 to 22,676. The increase in population will result in an additional \$150,000 in revenue from the State Sales Tax, for a total of \$1,830,600. We anticipate that other revenue sources should remain stable over the next year.

General Fund Expenditures are decreasing by 1.2% over the current fiscal year budget for a total of \$6,793,355. In FY17, our employee health insurance rates will increase for the first time in four years by 2.9%, with no rate increase in dental and a 5% decrease in vision coverage. In addition, we are proposing one program change, which includes a reclassification from a current position of Information Technology/GIS specialist to strictly an Information Technology Specialist as recommended by our consultants as part of our IT Strategic Plan. The draft budget also includes a 2% merit package for Town of Farragut employees based on the results of their performance evaluation, a 5% range adjustment to both the top and bottom of each pay grade and implementation of a salary study that was recently completed.

The overall General Fund budget anticipates \$3.2 million in revenues over expenditures for FY16. We will also be funding our rainy day fund at a total of \$2.04 million and project an available fund balance at the end of the FY17 budget year to be \$7.50 million.

The Capital Investment Program (CIP) Fund budget has a total of \$3,698,750 in projects planned to get underway in FY17. Revenues for the CIP are largely coming from Town resources in the form of a \$3 million transfer from the General Fund, \$253,750 from land acquisition reserves, and \$820,000 in grants. Overall, the projected five year available fund balance based on all the projects in the current CIP is \$80,225.

The State Street Aid Fund has estimated expenditures of \$688,000 and projected revenues of \$633,300. The general fund will be transferring \$93,253 to State Street Aid this year. This fund is primarily used to resurface Town of Farragut streets. At the end of the FY17 budget year there will be an estimated \$684,964 in fund balance.

The Equipment Replacement Fund will have projected expenditures of \$119,000 in FY17 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 FY17 and still maintains a fund balance of \$99,876. This fund has been used to pay for retirement benefits for the closed retiree pension plan.

Overall, the Town of Farragut budget is strong and we will be able to maintain our current service level to the community in the upcoming fiscal year beginning July 1, 2016.

Attached are the summary pages of each fund, the organizational chart, employee pay ranges, and Ordinance 16-11 for the Board's review.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Ordinance 16-11, on first reading, to adopt the annual budget for the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

BOARD ACTION:

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

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

General Fund	FY2013-14	FY2014-15	FY2015-16	FY2015-16	FY2016-17
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
BEGINNING FUND BALANCE	6,959,767	7,475,197	7,177,205	9,023,953	9,724,973
	FY2013-14	FY2014-15	FY2015-16	FY2015-16	FY2016-17
REVENUE	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
Local Sales Tax	5,579,606	5,897,535	5,200,000	5,600,000	5,650,000
State Sales Tax	1,473,393	1,556,773	1,400,000	1,680,000	1,830,600
Hall Income Tax	413,993	427,423	375,000	926,774	375,000
Wholesale Beer, Liquor & Mixed D	1,192,129	1,245,044	1,090,000	1,148,000	1,090,000
Intergovernmental	615,784	645,129	553,400	640,570	604,580
Building Permits & Licenses	411,501	353,356	288,300	282,406	262,900
Recreation Fees	138,411	138,943	100,600	112,050	111,600
Traffic Enforcement Program & Fir	44,728	61,136	40,000	72,000	40,000
Rent	82,544	101,963	90,451	105,918	82,882
Miscellaneous	14,289	20,958	37,700	14,736	8,800
Total Revenue	9,966,378	10,448,260	9,175,451	10,582,454	10,056,362
EXPENDITURES					
Legislative	38,647	44,172	61,150	61,150	61,150
Town Court	50,764	52,942	66,435	65,885	66,435
Administration	638,028	666,567	761,420	745,265	749,874
Human Resources	149,185	152,789	175,618	171,988	194,960
Information Technology	210,496	259,873	291,001	251,360	304,585
Engineering	592,280	577,997	753,837	710,167	702,937
Community Development	686,594	733,539	765,907	737,162	756,718
General Government	161,687	191,274	266,100	261,850	199,650
Parks & Leisure Services	813,677	787,281	1,017,037	1,017,037	1,005,728
Public Works	1,610,175	1,593,847	1,755,136	1,690,136	1,751,992
Non-Departmental	834,730	409,615	850,943	776,434	841,328
Economic Development	146,925	159,609	112,500	123,000	158,000
Total Expenditures	5,933,188	5,629,504	6,877,084	6,611,434	6,793,355
Revenue over (under) expenditure	4,033,190	4,818,756	2,298,367	3,971,020	3,263,007
Total Transfers In	903	0	0	0	0
Total transfers out	-3,470,000	-3,270,000	-3,270,000	-3,270,000	-3,348,253
Assigned Fund Balance	438,070	318,070	198,070	198,070	104,817
Unassigned Fund Balance	7,037,127	8,705,883	6,007,502	9,526,903	9,534,910
ENDING BALANCE	7,475,197	9,023,953	6,205,572	9,724,973	9,639,727
30% of Expenditure	1,779,956	1,688,851	2,063,125	1,983,430	2,038,007
AVAILABLE FUND BALANCE	5,305,834	7,017,031	3,944,377	7,543,473	7,496,903

State Street Aid-121

		FY2013-14	FY2014-15	FY2015-16	2016-2017
		<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Proposed</u>
Beginning Balance		1,023,391	1,076,916	1,131,911	646,411
121	Revenues				
33551	State Gasoline & Motor Fuel	536,958	542,193	540,000	632,800
36190	Interest Earnings	720	756	500	500
Revenue Total		537,678	542,949	540,500	633,300
43100	Expenditures				
268	Street Maintenance	60,066	70,372	65,000	65,000
269	Resurfacing	467,119	517,730	958,000	500,000
291	Street Striping	39,640	15,771	40,000	40,000
423	Guardrails	3,813	0	15,000	15,000
424	Traffic Signal Maintenance	30,000	0	0	0
425	Traffic Calming	0	0	18,000	18,000
43267					
267	Sidewalks/Greenways	3,215	4,081	50,000	50,000
Expenditure Total		603,853	607,954	1,146,000	688,000
Other Funding Sources					
37940	Transfer from General Fund	120,000	120,000	120,000	93,253
Total Transfers in		120,000	120,000	120,000	93,253
Revenue over (under)					
expenditures		53,825	54,995	-485,500	38,553
Ending Balance		1,076,916	1,131,911	646,411	684,964

Account #	PROJECTS BY DEPARTMENT						Capital Investment Program-310
	Beginning Balance	12,615,645	9,015,919	6,521,437	5,120,437	5,879,437	
	General Government Projects	FY2017	FY2018	FY2019	FY2020	FY2021	Total
43990	Land Acquisition	500,000	500,000	500,000	500,000	500,000	2,500,000
43910-280	Pedestrian/Greenway Connectors	100,000	100,000	100,000	100,000	100,000	500,000
43910-980	Old Stage/KP ingston Pike Greenway (near Everett Road)	330,000	220,000	0	0	0	550,000
43910-961	Everett Rd/I-40 Greenway TDOT ROW	80,000	320,000	0	0	0	400,000
43910-910	N/S Connector: CSR & KP Culvert	0	200,000	0	0	0	200,000
41810-942	HVAC Replacement	130,000	0	0	0	0	130,000
49120	Campbell Station Inn Note Payable	253,750	0	0	0	0	253,750
	General Government Projects Total	1,393,750	1,340,000	600,000	600,000	600,000	4,533,750
	Parks	FY2017	FY2018	FY2019	FY2020	FY2021	Total
43934	McFee Park Expansion	300,000	3,000,000	0	250,000	3,000,000	6,550,000
43939-911	MBLP Improvements (turf fields)	1,180,000	0	0	0	0	1,180,000
43989-914	Public Art: Bronze Statues at CSR Park	0	0	130,000	0	0	130,000
43200-900	Anchor Park Improvements	0	0	0	0	325,000	325,000
	Parks Total	1,480,000	3,000,000	130,000	250,000	3,325,000	8,185,000

	Engineering Projects	FY2017	FY2018	FY2019	FY2020	FY2021	Total
43961	Watt Road/KP Intersection Improvements	75,000	0	0	0	0	75,000
43720	Union Road Improvements	400,000	500,000	3,500,000	0	0	4,400,000
43984	Kingston Pike/CSR Intersection Improvements	300,000	400,000	900,000	0	0	1,600,000
43930	Evans Road Improvements	0	0	200,000	400,000	1,800,000	2,400,000
43960-900	Old Stage/Watt Rd. Extension	50,000	0	0	0	0	50,000
	Engineering Total	825,000	900,000	4,600,000	400,000	1,800,000	8,525,000
	Outstanding Projects	4,088,726					4,088,726
	CIP Expenditure Total	7,787,476	5,240,000	5,330,000	1,250,000	5,725,000	25,332,476

	Funding Sources	FY2017	FY2018	FY2019	FY2020	FY2021	Total
33220	STP Funding (Everett Road/I-40 Greenway)	80,000	256,000	0	0	0	336,000
	STP Funding (KP/Campbell Station Int. Improvements)	240,000	320,000	720,000			1,280,000
	LPRF Grant	500,000	0	0	0	0	500,000
	Interest Earnings	9,000	9,000	9,000	9,000	9,000	45,000
	Transfer from GF Building Fund	105,000					105,000
	Transfer from General Fund	3,000,000	2,000,000	2,000,000	2,000,000	2,000,000	11,000,000
	Land Acquisition Reserves	253,750		1,200,000	0	1,000,000	2,453,750
	Everett Road Reimbursement	0	160,518	0	0	0	160,518
	CIP Reserves	3,599,726	2,494,482	1,401,000	0	2,716,000	10,211,208
	Funding Total	7,787,476	5,240,000	5,330,000	2,009,000	5,725,000	26,091,476
	Total CIP Funding Sources	7,787,476	5,240,000	5,330,000	2,009,000	5,725,000	26,091,476
	Total CIP Expenditures	7,787,476	5,240,000	5,330,000	1,250,000	5,725,000	25,332,476
	Revenue over (under) expenditures	0	0	0	759,000	0	
	Ending Balance	9,015,919	6,521,437	5,120,437	5,879,437	3,163,437	
	Assigned Fund Balance						
	Greenway Connectors	478,890	578,890	678,890	778,890	878,890	
	Land Acquisition	2,658,072	2,904,322	3,404,322	2,704,322	2,204,322	
	Total Assigned Balance	3,136,962	3,483,212	4,083,212	3,483,212	3,083,212	
	Available Fund Balance	5,878,957	3,038,225	1,037,225	2,396,225	80,225	

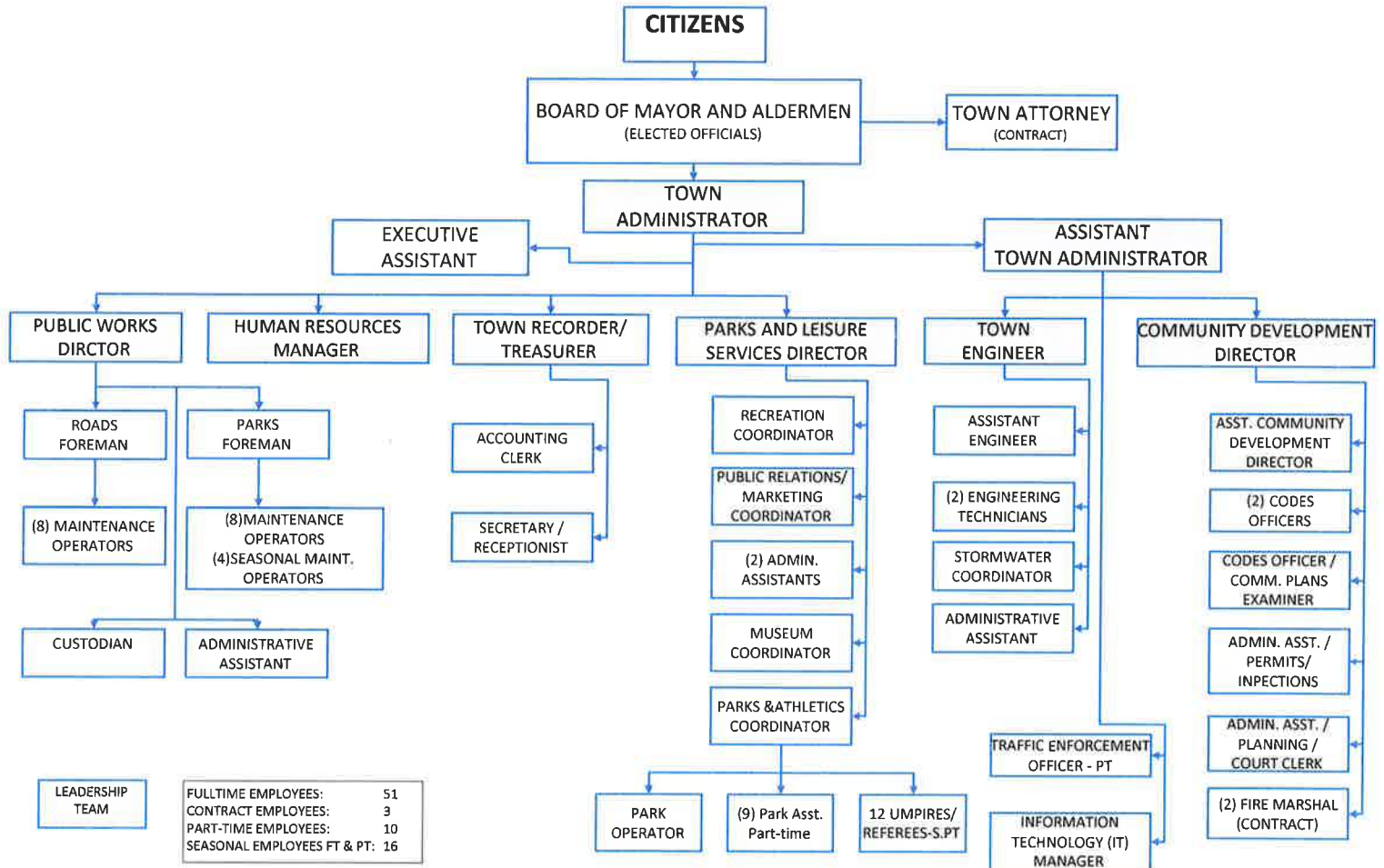
Equipment Replacement Fund-314

		FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Estimated</u>	<u>Proposed</u>
	Beginning Balance	383,718	519,336	561,058	619,044	665,894
314	Revenues					
36190	Interest	606	485	485	350	350
	Sale of equipment Proceeds	5,110	3,101	0	37,000	0
	Total Revenues	5,716	3,586	485	37,350	350
	Other Funding Sources					
37940	Transfer from General Fund	150,000	150,000	150,000	150,000	150,000
	Total Other Funding Sources	150,000	150,000	150,000	150,000	150,000
	Expenditures					
43949						
949	Major Equipment	20,098	111,864	92,499	140,500	119,000
	Total Expenditures	20,098	111,864	92,499	140,500	119,000
	Revenue over (under) expenditures	135,618	41,722	57,986	46,850	31,350
	Ending Balance	519,336	561,058	619,044	665,894	697,244

Insurance Fund-611

		FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Estimated</u>	<u>Proposed</u>
Beginning Balance		1,785	172,592	199,573	99,667	99,796
611 Revenues						
36190	Interest	163	102	94	129	80
Total Revenues		163	102	94	129	80
Other Funding Sources						
37940	Transfer from General Fund	365,000	200,000	0	0	0
41000-100	Transfer to General Fund	0	0	0	0	0
Total Other Funding Sources		365,000	200,000	0	0	0
Expenditures						
43935						
600	Retirement Benefit	194,356	173,121	100,000	0	0
Total Expenditures		194,356	173,121	100,000	0	0
Ending Balance		172,592	199,573	99,667	99,796	99,876

TOWN OF FARRAGUT ORGANIZATIONAL CHART FY 2016-17





Proposed FY 16-17

Position	Grade	Min	Mid	Max
Seasonals, Park Assistants, Umpires	1	\$19,293.75	\$24,599.53	\$29,905.31
	2	\$20,547.84	\$26,198.50	\$31,849.16
Custodian	3	\$21,883.45	\$27,901.40	\$33,919.35
Office Assistant-Receptionist	4	\$23,305.88	\$29,714.99	\$36,124.11
	5	\$24,820.76	\$31,646.47	\$38,472.18
	6	\$26,434.11	\$33,703.49	\$40,972.87
	7	\$28,152.33	\$35,894.22	\$43,636.11
Park Operator	8	\$29,982.23	\$38,227.34	\$46,472.45
Public Works Maintenance Worker				
Accounting Clerk	9	\$31,931.07	\$40,712.12	\$49,493.16
Admin. Assistant- PW				
Admin. Assistant- Engineering				
Admin. Assistant- PALS				
Sr. Admin. Assist.- Planning/Court Clerk	10	\$34,006.59	\$43,358.41	\$52,710.22
Sr. Admin. Assist. - Permits/Inspections				
Engineering Technician				
Executive Assistant				
Recreation Coordinator	12	\$38,571.13	\$49,178.19	\$59,785.25
Museum Coordinator				
Traffic Enforcement Officer-PT				
Public Relations/Marketing Coordinator	13	\$41,078.25	\$52,374.77	\$63,671.29
Parks & Athletics Coordinator				
Public Works Foreman				
Codes Officer				
Codes Officer/Commercial Plan Examiner	14	\$43,748.34	\$55,779.13	\$67,809.92
Stormwater Coordinator				
	15	\$46,591.98	\$59,404.77	\$72,217.57
Asst. Community Development Director	16	\$49,620.46	\$63,266.08	\$76,911.71
Information Technology (IT) Manager				
Assistant Engineer	17	\$52,845.79	\$67,378.38	\$81,910.97
	18	\$56,280.76	\$71,757.97	\$87,235.18
	19	\$59,939.01	\$76,422.24	\$92,905.47
Human Resources Manager	20	\$63,835.05	\$81,389.69	\$98,944.33
Public Works Director	21	\$67,984.33	\$86,680.02	\$105,375.71
Town Recorder/Treasurer				
Leisure Services Director				
Community Development Director				
Town Engineer	22	\$72,403.31	\$92,314.22	\$112,225.13
	23	\$77,109.52	\$98,314.64	\$119,519.76
Asst. Town Administrator	24	\$82,121.64	\$104,705.09	\$127,288.55
	25	\$87,459.55	\$111,510.92	\$135,562.30

ORDINANCE	16-11
PREPARED BY	Myers
1 ST READING	June 9, 2016
2 nd READING	June 23, 2016
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, 2016
AND ENDING JUNE 30, 2017.**

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	FY2014-15	FY2015-16	FY2016-17
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Local Sales Tax	5,897,553	5,600,000	5,650,000
State of Tennessee	1,556,773	1,680,000	1,830,600
Other Revenue	2,993,934	3,302,454	2,575,762
Transfer from Other Funds	0	0	0
Fund Balance			\$7,496,903

State Street Aid	FY2014-15	FY2015-16	FY2016-17
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
State Gasoline & Motor Fuel	542,193	540,000	632,800
Other Revenue	720	500	500
Transfer from General Fund	120,000	120,000	93,253
Fund Balance			\$684,964

Equipment Replacement Fund	FY2014-15	FY2015-16	FY2016-17
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Other Revenue	485	37,350	350
Transfer from General Fund	150,000	150,000	150,000
Fund Balance			\$697,244

Insurance Fund	FY2014-15	FY2015-16	FY2016-17
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Interest	94	129	80
Transfer from General Fund	100,000	0	0
Fund Balance			\$99,876

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

General Fund	FY2014-15	FY2015-16	FY2016-17
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Personnel	3,598,930	3,855,004	4,002,766
Operating Expenditures	2,030,574	2,756,430	2,790,589
Operating Transfers	3,270,000	3,270,000	3,348,253
Total Appropriations	5,629,504	6,611,434	6,793,355
Total Transfers	3,270,000	3,270,000	3,348,253

State Street Aid	FY2014-15	FY2015-16	FY2016-17
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Road Maintenance	607,954	1,146,000	688,000
Total Appropriations	607,954	1,146,000	688,000

Equipment Replacement Fund	FY2014-15	FY2015-16	FY2016-17
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Major Equipment	92,499	140,500	119,000
Total Appropriations	92,499	140,500	119,000

Insurance Fund	FY2014-15	FY2015-16	FY2016-17
	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>
Retirement Benefit	100,000	0	0
Total Appropriations	100,000	0	0

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

General Fund	\$7,543,473
CIP Fund	\$12,615,645
State Street Aid	\$646,411
Equipment Fund	\$665,894
Insurance Fund	\$99,796

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%) Beginning FY2015	\$250,000	3,750	\$253,750

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
Everett Rd/I-40 Greenway TDOT ROW	80,000
HVAC Replacement	130,000
Campbell Station Inn, Note Payable	253,750
McFee Park Expansion	300,000
MBLP Improvements (turf fields)	1,180,000
Watt Rd/KP Intersection Improvements	75,000
Union Road Improvements	400,000
Kingston Pike/CSR Intersection Improvements	300,000
Old Stage/Watt Road Extension	50,000
Outstanding Projects	4,088,726
Total Project Costs	\$7,787,476
<u>Funding Sources</u>	
STP Funding (Everett Road/I-40 Greenway)	80,000
STP Funding (KP/Campbell Station Int. Improvements)	240,000
LPRF Grant	500,000
Interest Earnings	9,000
Transfer from GF Building Fund	105,000
Transfer from General Fund	3,000,000
Land Acquisition Reserves	253,750
CIP Reserves	3,599,726
Total Funding Sources	\$7,787,476

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, 2016, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder