



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA**

September 28, 2017

**BEER BOARD
6:55 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. September 14, 2017
- VI. Ordinances**
 - A. Public Hearing & Second Reading
 - 1. Ordinance 17-13 an ordinance adopting and enacting a new code for the Town of Farragut, Tennessee; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such code; and providing when such code and this ordinance shall become effective.
 - B. First Reading
 - 1. Ordinance 17-16, Ordinance amending the General Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09, Human Resources-Professional Services
- VII. Business Items**
 - A. Approval of the 23rd Farragut Fall 5K & Fun Walk (Farragut West Knox Chamber of Commerce, Applicant)
 - B. Approval of Contract for ADA Self-Evaluation and Transition Plan
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057
WWW.TOWNOFFARRAGUT.ORG

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



FARRAGUT BEER BOARD

September 28, 2017

6:55 PM

I. Approval of Minutes

A. August 24, 2017

II. Beer Permit Request

A. Approval of a Class 1, On-Premise Beer Permit for Thai Café/Kasumi,
743 N. Campbell Station Road

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FARRAGUT BEER BOARD

August 24, 2017

Alderman Pinchok, Chairman, called the beer board meeting to order at 6:55 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Minutes

Motion was made to approve the minutes of August 10, 2017 as presented. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Williams; Alderman Povlin abstained, no nays; motion passed.

Beer Permit Request

Approval of a Class 6, Special Occasion Beer Permit for the Farragut Business Alliance Farragut Half Marathon Post Race Party

Motion was made to waive the \$100 application fee and approve the Special Occasion Beer Permit for the Farragut Business Alliance Farragut Half Marathon Post Race Party October 28, 2017. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of a Class 1, On-Premise Beer Permit for Cotton Eyed Joe, 11220 Outlet Drive

Motion was made to approve the Class 1, On-Premise Beer Permit for Cotton Eyed Joe, 11220 Outlet Drive. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

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AGENDA NUMBER 11.A.

MEETING DATE September 28, 2017

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a Class 1, On-Premise Beer Permit for Thai Café/Kasumi, 743 N Campbell Station Road

DISCUSSION:

The purpose of this agenda item is the approval of a class 1, on-premise beer permit for Thai Café/Kasumi, 743 N Campbell Station Road.

The applications and information are in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 1, On-Premise Beer Permit for Thai Café/Kasumi, 743 N Campbell Station Road.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

pdg/7/17

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

- Name of Applicant(s) (Owner(s) of Business) Tommy Nguyen

- Type of applicant (check one):

Person ☐ Firm ☒ Corporation ☒ Joint-Stock Company ☐ Syndicate ☐ Other ☐

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

- Applicant's address:

1010 S. Main St. LN Seymour TN 37865

- Date of Birth 11/21/66 Home Telephone Number [REDACTED]

Business Telephone Number 865 218 1010 Social Security Number [REDACTED]

- Representative Email Address: KINKAKUJAPAN@yahoo.com

- Under what name will the business operate? Thai Cafe / Kasumi

- Business address 743 N Campbell Rd, Knoxville TN 37934

Business Telephone number 865 218 1010

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

SAM ADAMS

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

Name: Tommy Nguyen Birth Date: 11/21/66

Address: SAME

Phone Number: _____

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

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

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

NORMARK International

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

First Christian Fellowship 416 Campbell Station R Knoxville

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

FARRAGUT Primary School 509 Campbell Station R

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: 1000060246

20. Town of Farragut Business License Number 2895



FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

September 14, 2017

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Presentation of School Donations
 - B. Constitution Week and Daughters of the American Revolution Proclamations
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. August 24, 2017
- VI. Ordinances**
 - A. First Reading
 - 1. Ordinance 17-13 an ordinance adopting and enacting a new code for the Town of Farragut, Tennessee; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such code; and providing when such code and this ordinance shall become effective.
 - 2. Ordinance 17-14, Ordinance amending the General Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09
- VII. Business Items**
 - A. Approval of 2017 Parade of Homes Directional Signage
 - B. Approval of Dates for the November and December BMA meetings
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

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Mayor McGill called the meeting to order at 7:00 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Agenda

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

Mayor's Report

Presentation of School Donations

Mayor McGill presented Farragut High, Middle, Intermediate and Primary schools with a check for \$22,000 each. He also presented the Farragut Education Foundation check for \$12,000.

Constitution Week and Daughters of the American Revolution Proclamations

Mayor McGill presented the local Chapters of the DAR with Proclamations for DAR Day and Constitution Week.

Approval of Minutes

Motion was made to approve the minutes of August 24, 2017 as presented. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinances

First Reading

Ordinance 17-13, an ordinance adopting and enacting a new code for the Town of Farragut, Tennessee; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such code; and providing when such code and this ordinance shall become effective.

A motion was made to approve Ordinance 17-13 on first reading. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinance 17-14, Ordinance amending the General Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09

Motion was made to approve Ordinance 17-14 on first reading. Moved by Alderman Pinchok, seconded by Alderman Markli. After much discussion, the Board requested the staff provide additional information concerning the goals and job description for the position. Voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of 2017 Parade of Homes Directional Signage

Motion was made to approve the sign in the Town's Right-of-Way for the 2017 Parade of Homes. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Dates for the November and December BMA meetings

Motion was made to cancel the meetings of November 23, 2017 and December 28, 2017. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that the Dog Day swill be held at Village Green Friday-Sunday.

Meeting adjourned at 8:05 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Second Reading of Ordinance 17-13, an ordinance adopting and enacting a new municipal code for the Town of Farragut, Tennessee; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such code; and providing when such code and this ordinance shall become effective.

BACKGROUND: Codification is a process of consolidating the Town's legislation of a general and permanent nature and organizing it into a logical and sequential code of ordinances. The Town of Farragut's Municipal Code had not been codified in approximately 15-20 years. Typically, codes are codified every 10-15 years.

The Town contracted with Municode to complete the codification process. During the process, one of Municode's experienced codification attorneys first organized and then reviewed the code in its entirety to ensure that it is grammatically correct, free of conflicts and internal inconsistencies and conforms to State Law.

DISCUSSION: The Board had a workshop to discuss the recodification of the Municipal Code on June 22, 2017. At the workshop, Town Attorney, Tom Hale explained the process of evaluating the suggested changes from the Municode staff. Below is a summary of the process and changes:

1. The overall code has been divided into two subparts – namely, General and Land Development and Land Use Ordinances.
2. The General sections have been organized by category and the categories have been placed in alphabetical order. For example, the categories are Administration, Alcohol Beverages, Animals, Businesses, Fire Prevention, Municipal Court, Nuisances, Offenses and Miscellaneous Provisions, Parks and Recreation, Peddler and Solicitors, Streets, Sidewalks and Other Public Places and Traffic and Vehicles.
3. Once Municode determined and alphabetically ordered the categories, it then decided into which category the substantive parts of the Town's code best fit, and those parts were then placed as a subsection of the category into which it fit. This last step has resulted in parts of the code that had historically been together, now being in completely different parts of the code.
4. In addition to reorganizing the overall code, there are several sections in which the wording was not changed, but looks different because they have been reformatted.
5. Tom Hale communicated all final changes to Municode and an adoption ordinance was created.

RECOMMENDATION BY: Town Attorney, Tom Hale and Town Recorder, Allison Myers for approval.

PROPOSED MOTION: To approve Ordinance 17-13 on second and final reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

ORDINANCE:	17-13
PREPARED BY:	Municipal Code Corporation
PUBLIC HEARING:	September 28, 2017
PUBLISHED IN:	Shopper News Farragut
DATE:	September 13, 2017
1ST READING:	September 14, 2017
2ND READING:	September 28, 2017
PUBLISHED IN:	

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF FARRAGUT, TENNESSEE; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee:

Section 1. The Code entitled "Code of Ordinances of the Town of Farragut, Tennessee," published by Municipal Code Corporation, consisting of chapters 1 through 113, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before April 27, 2017, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not to exceed \$500.00. Except as otherwise provided: (i) with respect to violations of the Code that are continuous with respect to time, each day that the violation continues is a separate offense; and (ii) with respect to violations that are not continuous with respect to time, each act is a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the town may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate an intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after April 27, 2017, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 17-16, first reading to amend Ordinance 17-09, FY2018 Budget, General Fund

INTRODUCTION:

The purpose of this agenda item is to amend the Fiscal Year 2018 General Fund Budget.

DISCUSSION:

The General Fund will be amended by increasing the appropriated expenditures from \$7,114,579 to \$7,204,579 an increase of \$90,000. The increase to the Human Resources department is due to the cost of the contract for the required ADA Self-Evaluation and Transaction Plan. The current budget has \$60,000 for the ADA plan. More information concerning the project is included in agenda item VII.B.1., Approval of Contract for ADA Self-Evaluation and Transition Plan.

FINANCIAL SECTION:

Account Number: General Fund Budget

<u>FY2018 Budget</u>	<u>Requested Amendment</u>	<u>FY2018 Amended Budget</u>
\$7,114,579	\$90,000	\$7,204,579

Approved By:

A Myers

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

PROPOSED MOTION: Motion to approve Ordinance 17-16 on first reading.

BOARD ACTION:

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

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

ORDINANCE	17-16
PREPARED BY	Myers
1 ST READING	September 28, 2017
2 nd READING	October 12, 2017
PUBLISHED IN	Shopper News Farragut
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2017-2018 BUDGET, PASSED BY ORDINANCE 17-09**

WHEREAS, the Town of Farragut adopted the fiscal year 2017-18 budget by passage of Ordinance Number 17-09 on June 22, 2017; and

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

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

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2017-2018 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 17-09 is hereby amended by:

- Increasing the appropriated expenditures in the General Fund Budget by \$90,000. Expenditures for the General Fund will total \$7,204,579.

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

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Allison Myers, Town Recorder**SUBJECT:** Approval of the 23rd Farragut Fall 5K & Fun Walk (Farragut West Knox Chamber of Commerce, Applicant)**INTRODUCTION:**

This is a request for approval of a special event application related to the Farragut Fall 5K and Fun Walk to be held along portions of Watt Road and Sedgfield subdivision on Saturday, November 11, 2017.

DISCUSSION:

This will be the 23rd year for the Farragut 5K running event that is sponsored by the Farragut/West Knox Chamber of Commerce. As shown in the race information packet, the events will start on Watt Road, wind through Sedgfield and end in Mayor Bob Leonard Park. Watt Road will need to be closed from Kingston Pike to just north of Sedgfield. The detour will be directed on Harrison Road. There will also be some short term road closures within the affected portion of Sedgfield subdivision. The roads will be opened up as soon as the last runner has completed the race. The race and set up time will begin at 6:00 a.m. and all clean-up will be complete by 10:30 a.m.

RECOMMENDATION:

Staff recommends approval provided that representatives from Sedgfield subdivision are notified of the event ahead of time. The staff would also recommend that the sponsors ensure that, upon the event's conclusion, the entire course is free of any litter.

PROPOSED MOTION:

Motion to approve the Farragut Fall 5K and Fun Walk special event and road closures on Watt Road and Sedgfield subdivision on November 11, 2017 from 6:00 to 10:30 AM.

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

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

From: noreply@civicplus.com
Sent: Thursday, August 31, 2017 5:00 PM
To: Karen Richards; Mark Shipley; Bart Hose; Kelly Barnes; Allison Myers
Subject: Online Form Submittal: Town of Farragut Event Application

Follow Up Flag: Follow up
Flag Status: Completed

Town of Farragut Event Application

General Information

Please review all sections of this application. If you have any questions during the application process, contact the Farragut Town Hall at 865-675-2384 or you can email events@townoffarragut.org

Event applications will be reviewed by the Town of Farragut's Event Committee

** Event Meetings are held on the first Monday of each month at 2:00 p.m. in the Farragut Town Hall Board Room. Attendance is required for most events.*

** There is a non-refundable permit fee of \$25.00. For the Convenience of this online transaction, there will be a fee of \$1.05 for a total transaction fee of \$26.05. Other fees may apply for additional required permits.*

** Events requiring use of public infrastructure (greenways, roads, closures, etc.) and/or are requesting a beer, liquor or wine permit must file at least 180 days prior to the event but not more than 365 days prior to the event. Events held on public property and are not requesting a beer, liquor or wine permit must file at least 60 days in advance and prior to the event committee meeting the month preceding the event. Applicants requesting only sidewalk sales or tent sales are required to file at least 10 days prior to their event in order to obtain all necessary permits and have questions answered by staff.*

** Events that involve mobile vending shall meet fire suppression standards outlined by the Town of Farragut. Contact the Farragut Fire Marshal for more information.*

** Prior to advertising and accepting registration entries for the event, all applicable Town approvals shall be obtained.*

Organization Information

Type of Organization: Non-Profit

If Other Please Specify: Field not completed.

Name of Organization: Farragut West Knox Chamber of Commerce

Organization Address: 11826 KINGSTON PIKE STE 110

City:	Knoxville
State:	Tennessee
Zip Code:	37934
Primary Contact Person:	Julie Blaylock
Email:	julie@farragutchamber.com
Address:	11826 KINGSTON PIKE STE 110
City:	KNOXVILLE
State:	Tennessee
Zip Code:	37934
Work Phone Number:	8656757057
Cell Phone Number:	8655999625
Is your organization / business authorized to do business in Tennessee?	Yes
Tax ID (if applicable):	62-1333456
Farragut Business License Number:	<i>Field not completed.</i>

Event Information

Event Name:	23rd Farragut Fall 5K & Fun Walk
Event Address	301 Watt Rd, Farragut, TN 37934
Owner of Event Property:	Town of Farragut
Phone Number:	8659667057
Event Date(s):	11/11/2017
Time of Event (Start to Finish):	7am - 10:30am
Set-Up Date and Time:	11/11/2017 6:00 AM
Tear-Down Date and Time:	11/11/2017 10:30 AM

Type of Event (check all that apply): Community Event (See Notes Below), Race - Includes Closure or Delay of Public Streets and/or Greenways (See Notes Below)

If Other was checked above, please specify: Field not completed.

Please Note:

A Community Event is a Town sponsored or co-sponsored event that benefits and/or promotes the community.

A Special Event is an event held on public or private property that is NOT sponsored by the Town. Such an event is distinguished from a temporary sign permit by the inclusion of event-related amenities such as tent(s), vendor(s), display(s), pavilion(s), any outdoor activity, etc. Applicants shall be limited to a maximum of four events annually, this includes Temporary Sign Permits.

**During Race Events there shall be no markings placed on any street, sidewalk, greenway or pedestrian facility. Race events shall submit the finalized route and directional signage plan(s) with this application (attach below). Applicant shall pay a deposit of \$500.00 for race events that utilize public infrastructure, which is refundable if not damage occurs to the public infrastructure (deposit shall be paid at the Farragut Town Hall)*

** If only a temporary permit is needed, please complete the Temporary Sign Permit application found on the Town of Farragut website. This application is not valid for temporary sign permits not accompanying an event.*

** If requesting park use at Founders Park at Campbell Station, please complete the Special Event Application - Founder Park at Campbell Station on the Town of Farragut website.*

Description of Event: Registration on-site is at Mayor Bob Leonard Park from 7-7:30am. Race/Walk begins at 8am at corner of Watt Road & Kingston Pk. Runners travel up Watt Rd into Sedgefield Subdivision. Walkers travel into the park. Both finish in the park. Door prizes and medals awarded after all complete event. Roads reopened when last runner/sweeper enters park.

Purpose of Event: Annual 5K run and 1 Mile Walk

First Time Event: No

If no, then please describe past events: 22nd event was on 10/08/16

What is the estimated attendance for the event: 250

Will your organization charge admission? Yes

Will your organization accept donations?	Yes
Will the event be open to the public?	Yes
Outline plans for trash removal including the date and hour it will be removed from the event site:	Junk Bee Gone will provide dumpster. Chamber will communicate and coordinate with Sue Stuhl as to placement in Watt Road parking area (re ongoing construction) Chamber staff/volunteers gather trash and Waste-Management provided disposable receptacles and place in dumpster. Junk Bee Gone removes dumpster same day (afternoon as usual).
Will your organization have a marketing / publishing plan?	Yes
If yes, briefly describe:	Website, social media, emails to prev. participants and chamber members, print/newspaper, posters at businesses with their approval.

Event and Permit Checklists

Event Checklist

Please select any of the following that apply to your event:	Amplification - Sound/Speaker System, Animals, Cleanup, Emergency Services/First Aid, Portable Restrooms, Power and Lighting, Staff, Tent(s), Traffic Control, Volunteers
Please provide details for all above selections. For example: list hours of use, type of system/games/rides/service, how animals will be secured, type/quantity of animals and inflatables, describe type of emergency service and outline your emergency services plan, describe cleanup plan, list staff/volunteer qualifications if applicable, etc. Please attach any applicable site plans or documents below.	Amplification: Total Race Solutions is managing race as before and provides timing/sound equipment. Animals: Participants are encouraged to bring their dog for the 1-mile walk ONLY; leash is required. Cleanup: Junk Bee Gone will provide a dumpster that they will remove same day, as in years prior. Waste Management will provide disposable trash receptacles. Volunteers will remove all trash and disposable receptacles to the dumpster before end of event. Emergency Svcs: Confirmed with Rural Metro via email to have ambulance on site for entirety of event. Portable Restrooms: Chamber will communicate/coordinate with Sue Stuhl as to the need for additional portable restrooms IF on-site are not completed/available before race day. Total Race Solutions can arrange for Chamber to rent portable restrooms if needed. Power and Lighting: Will need lights turned on at park for 6am day of race. Staff: Sue Stuhl confirmed in a meeting with Julie Blaylock that town facilities staff will deliver the tables needed to the Chamber office on Friday, 11/10 during business hours (before 5pm). Chamber volunteers will transport to park. Sue confirmed that tables can be left at park on race day and town will pick up. Tents: Town provides tent for race refreshments.

Traffic Control: Confirmed with Officer William Hudson for 2 officers to provide traffic control/re-direction. Committee members have contacted Sedgefield subdivision HOA president and businesses on Watt Rd that are affected. Road Closure notice will be printed in Farragutpress prior to race. Road Closure flyers will be placed in all boxes along route 3 days prior to race as in past. Race advertising is stating that attendees are encouraged to park on Harrison Road side to accommodate ongoing improvements and reduced Watt Road parking. Volunteers: 5K committee will secure volunteers for course pointing, registration, clean up, etc.

File Upload *Field not completed.*

File Upload *Field not completed.*

File Upload *Field not completed.*

Permit Checklist

Please select any of the following that apply to your event? Public Road / Greenway Closure (Parade/Race/Etc.)

Please Note:

* For Alcohol / Wine complete the State of TN Special Occasion Alcohol / Wine License Application (attach below or drop off at the Farragut Town Hall)

* For Beer complete the Town of Farragut Beer Permit or provide a copy of current Town of Farragut Beer Permit

* For Public Road / Greenway Closure attach parade plan or race plan

* For Tents or Air Inflated Structures you will need to obtain a Town of Farragut Tent Permit. Call 865-966-7057 and ask for permitting

Permit(s) / License(s) / Plan(s) 2017 Course Map.pdf

Permit(s) / License(s) / Plan(s) *Field not completed.*

Permit(s) / License(s) / Plan(s) *Field not completed.*

Specific Parameters Related to Special Event

Signage Requirements

Parameters Applicable to Signage for Commercial / Office / Schools / Non-Profit / Church / Other Place of Worship

Sign

- a) Only one sign is permitted and it shall not exceed six feet in overall height and 16 square feet in overall size. A white background is required
- b) The only material permitted for a special even sign is a minimum 10 millimeter thick corrugated plastic. No banners, streamers, balloons, flags on a rope, and/or other types of wind activated signs and/or portable or sandwich board signs are permitted
- c) If a sign is ground mounted, the sign shall be firmly affixed to studded T-posts so that it is not wind activated. Such sign shall be set back, in its entirety, at least 20 feet from the street edge of the nearest public street pavement and 10 feet from all entrance driveways. Please coordinate location with Town staff. Sign posts shall be removed completely at the end of the special event
- d) A drawing of the sign which shows dimensions, letter sizes, and appearance is required

Upload version or versions of the sign

Please upload the required version of the sign below for the Town's staff review and approval as part of the application approval process.

Draft visual of the sign	Field not completed.
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Other draft visual	Field not completed.
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Other draft visual	Field not completed.
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Site

If the event involves anything exterior to the applicant's space (no sales from trucks are permitted), please include a site plan which demonstrates that vehicular and pedestrian circulation will not be affected by the proposed event. No event is permitted on vacant or vacated property. On-site entities must sponsor any off-site not-for-profit or non-profit event. If a tent is involved, please include dimensions and proposed location. A separate tent permit may be required from the Fire Marshal.

By submitting this form, you are acknowledging that all information included with this application is accurate and that you have read, understand, and will follow all parameters/conditions listed on this application.

Parameters Related to Grand Opening

* Business must have Certificate of Occupancy or approved Re-Occupancy per Code / Fire Inspector

* Applicant shall pay a deposit to use Town's "Grand Opening" sign (refundable if no damage)

* Approximately 15% of the "Grand Opening" sign can be used to personalize with user's information (must stay within perimeter of sign)

* If a sign is ground mounted, the sign shall be firmly affixed to studded T-posts (Town provides) so that it is not wind activated. Such sign shall be set back, in its entirety, at least 20 feet from the street edge of the nearest public street pavement and 10 feet from all entrance driveways. The maximum sign height shall be six (6) feet. Please coordinate location with Town staff

** One "Grand Opening" sign per street on which the lot, parcel or tract fronts. When more than one "Grand Opening" sign is allowed, they shall be a minimum of 150 feet apart*

** The business is also allowed to use a 20 sq. ft. "Special Event" sign along with the "Grand Opening" sign that could be used for future "Special Events". The "Special Event" sign shall comply with all "Special Event" sign requirements*

** Twenty (20) day maximum for posting sign (deposit and one Special Event will be forfeited for exceeding time frame). The T-posts and "Grand Opening" sign shall be returned to the Town Hall*

Supplemental Information:

** A sketch plan of your event must be included with this application. Please include: vehicular and pedestrian circulation, staging areas, locations of tents, entertainment stages, portable restrooms, dumpsters, fencing, food and beverages booths, and all sponsor and vendor booths. Also indicate where streets will be blocked and what will be used to block the streets. This application will not be processed without a completed site map.*

** Applicants must provide the Town with an original copy of their insurance certificate of general liability insurance naming the "Town of Farragut, its employees, and agents" as additionally insured. This policy must have a minimum coverage of one million dollars (\$1,000,000.00). If it is determined that security is required for your event, certified, uniformed Knox County Sheriff's Deputies must be hired to provide this service. Applicants hiring off duty Sheriff's Deputies must include the Knox County Sheriff's Office as additionally insured.*

** Applicants must abide by all Rural Metro Fire & Rescue rules and regulations. This information can be obtained by contacting the Fire Marshal at Town Hall (865-966-7057).*

** Applicants requesting to serve alcohol at their event must submit an application to the Farragut Beer Board. This can be done by contacting the Town Administration Office at 865-966-7057, not less than sixty (60) days prior to the proposed event.*

** If applicable, a clean up/damage deposit in the form of check or money order in the amount determined by the Town must be submitted upon approval of this application. This deposit will be returned upon inspection of the event site at the conclusion of your event.*

Sketch Plan of Event	<u>Park Site Map.jpg</u>
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Additional Sketch Plan of Event	<u>Road Site Map.jpg</u>
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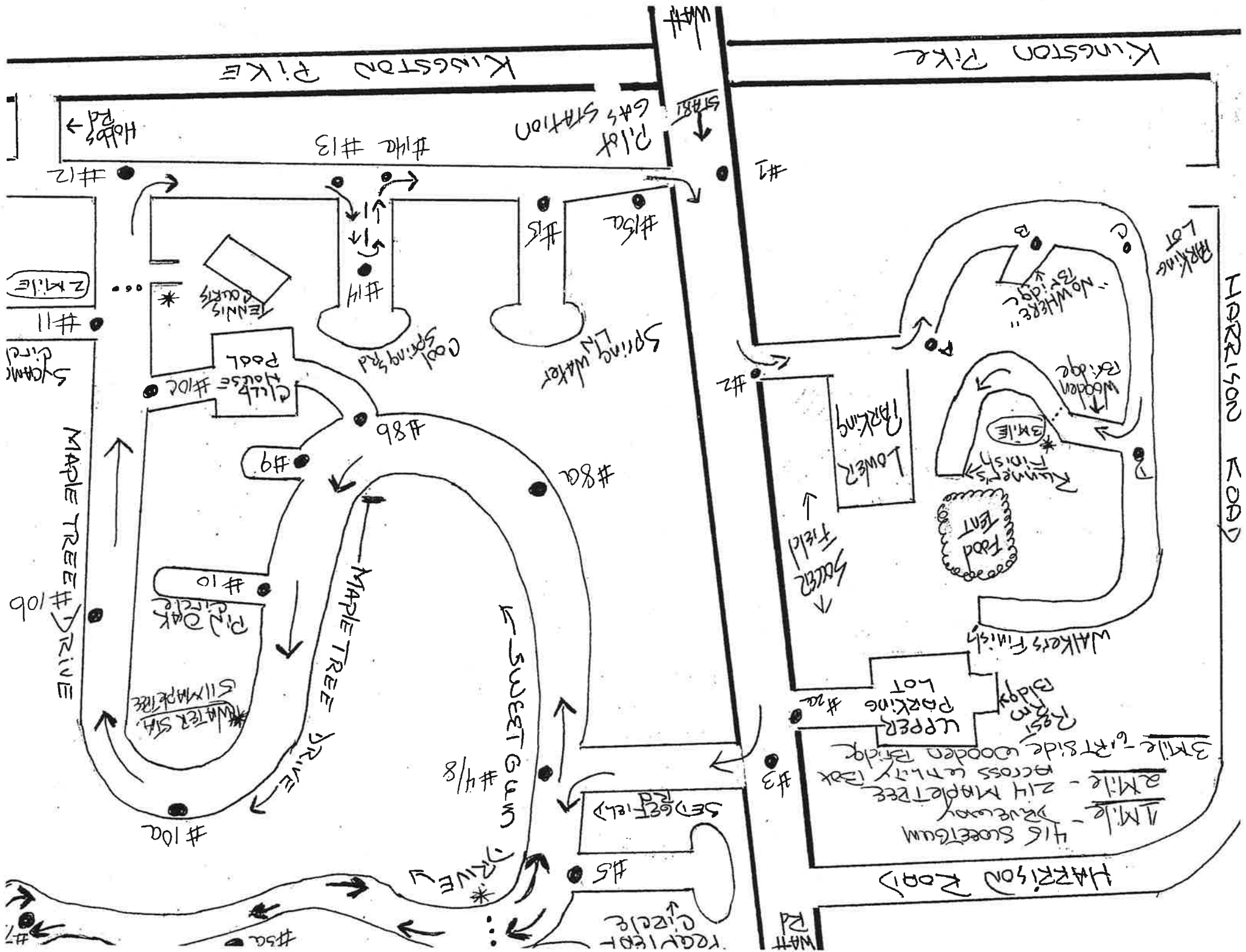
Additional Sketch Plan of Event	<i>Field not completed.</i>
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All authorized events occurring within the Town limits shall be individually and severally responsible to the Town for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the event representative/organizer's negligence or that of its agents and employees. All event

organizers/representatives hereby agree to indemnify and save the Town, its officers, employees, and agents harmless from any loss, cost, damages and other expenses including attorney's fees, suffered or incurred by the Town by reason of the event representative/organizers negligence or that of its agents and employees; provided that the event representative/organizer shall not be responsible nor required to indemnify the Town for negligence of the Town, its officers, employees, or agents. Furthermore, I fully understand and agree to comply with the terms and conditions as stated in this application. All information provided in this application is correct and accurate to the best of my knowledge.

By submitting this application, I acknowledge that all information with this application is accurate and that I have read and understand, and will follow all parameters / conditions listed on this application.

Email not displaying correctly? [View it in your browser.](#)





Dumpster
(yrs past)

Awards area.
Crowd gathers here
prior to and after race

Food tent

Finish line - 5K

TRS Mobile
Sound Van

Am
(at race
park at t
Watt Rd,
once runne



REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Janet Wedekind, Human Resources Manager/ADA Coordinator**SUBJECT:** Approval of contract for the ADA Self-Evaluation and Transition Plan

INTRODUCTION: Title II of the American with Disabilities Act (ADA) requires state and local governments to make their programs, services, and activities accessible to persons with disabilities. To comply with this legislation, the Town must complete a Self-Assessment and Transition Plan.

BACKGROUND: The American with Disabilities Act (ADA) originally passed July 26, 1990 as Public Law 101-336 (42U.S.C Sec.12101 et seq.), and became effective on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. It also established physical access requirements for public facilities (e.g. buildings and sidewalks) to eliminate physical access barriers. Additionally, the Web Content Accessibility Guidelines (WCAG) 2.0 were added to the ADA compliance requirements.

The Department of Justice (DOJ) has launched an initiative "Project Civic Access", a concentrated effort to determine if Title II entities are following the federal laws concerning the Architectural Barriers Act (ABA – originated 1968); Rehabilitation Act (1973) – Section 504 (49 CFR Part 27); Civil Rights Restoration Act (1987); Americans with Disabilities Act (ADA) (1990); DOJ Implementing Regulations (28 CFR 35). Any agency can be questioned by the Department of Justice at any time.

The TN Department of Transportation (TDOT) and TN Department of Environment Conservation (TDEC) grant applications now include ADA compliance documentation of a Self-Evaluation and a Transition Plan. Failure to comply with the TDOT and TDEC requirements results in withholding of grant money.

DISCUSSION: The Town has historically adopted ordinances and codes in compliance with ADA legislation and followed TDOT requirements in road building. Additionally, when approving developers building plans, the ADA guidelines and best practices were considered. The Town programs and hiring practices have long included accommodations for the disabled. On the other hand, over time, requirements and best practices improved upon the original guidelines. To complete a Self-Evaluation of all Town owned property and infrastructure, Town programs and practices, and to develop a Transition Plan that lists the necessary changes to be compliant with the above federal laws requires detailed knowledge and professional judgement that Town staff does not have. It became readily apparent that a consult must be hired.

An RFQ was published and two firms responded. The Evaluation Committee met and decided that Kimley Horn and Associates was the best qualified respondent based on their experience and expertise.

FINANCIAL SECTION: (if needed)**Account Number:** 110-41990-254**Total Budget****Requested Amount****Other Expenditures****Remaining Amount**

\$170,600

\$148,700

\$18,000

\$3,900

Approved By:**RECOMMENDATION BY:** Janet Wedekind, Human Resources Manager

PROPOSED MOTION: Approval of the Contract for Kimley Horn and Associates to complete and deliver an ADA Self-Evaluation and Transition Plan in the amount of \$148,700.

BOARD ACTION:

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

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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: ADA Compliance and Implementation Project

Location: As identified in Attachment A

Description of Project: As described in Attachment A

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as set out in Attachment A. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work as set out in the Request for Qualifications (ADA Compliance Study (Self-Evaluation) Report by November 30, 2017 and completion of the Ada Implementation/Transition Plan by June 30, 2018). The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____
Ralph McGill, Mayor

Date: _____

CONTRACTOR:

Kimley-Horn and Associates, Inc.

By: Christopher D. Rhodes

Printed
Name: CHRISTOPHER D. RHODES

Title: SENIOR ASSOCIATE

Date: SEPTEMBER 21, 2017



ATTACHMENT A

September 15, 2017

Janet Curry, Human Resources Manager
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

**RE: *Professional Services Agreement ADA
Self-Evaluation and Transition Plan
Farragut, Tennessee***

Dear Ms. Curry:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the Town of Farragut, Tennessee, ("the Client" or "the Town") for professional consulting services to develop a Self-Evaluation and ADA Transition Plan for the Town.

PROJECT UNDERSTANDING

The project is to prepare the Americans with Disabilities Act ("ADA") Self-Evaluation and Transition Plan for the Town of Farragut, Tennessee. The project will include a review of Town facilities that may consist of parking lots, parks and associated parking lots, signalized intersections, existing sidewalks and associated curb ramps, as well as programs, procedures, and policies

SCOPE OF SERVICES

Our Scope of Services, Fee, and Schedule are as follows:

Task 1 – Project Coordination and Meeting

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of maintaining project records, budgets, and communications for the duration of the project. The Consultant will prepare a project schedule and update it on a bi-weekly basis as well as monthly progress reports.

Task 1.1 – Kickoff Meeting

One (1) Kimley-Horn staff person will meet with Town staff to introduce the proposed project tasks and schedule. The proposed method for prioritizing barrier removal projects identified during the Self-Evaluation task will be presented. Kimley-Horn will coordinate with Town staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process and facility evaluations.

Task 1.2 – Progress Meetings

Kimley-Horn will facilitate up to six (6) monthly conference calls between the Consultant's Project Manager and the designated Client staff to review the status of tasks and to keep the schedule current. Kimley-Horn will prepare all meeting materials and a summary of discussion items.

Task 1.3 – Public Meetings

Kimley-Horn will facilitate two (2) public meetings for this project. The first meeting will be to present the general project outline and schedule. The second meeting will be to present the draft transition plan.

Task 2 – Self-Evaluation

Task 2.1 – Review Programs, Policies and Procedures

Kimley-Horn will evaluate the current level of program, policy, and procedure accessibility by reviewing information available on the Town's website to evaluate current Town Status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, communication, notifications, public meetings, the use of contracted services, purchasing and maintenance of accessible features.

Task 2.2 – Grievance Policy and Procedure Review

Kimley-Horn will review the Town's Grievance Policy and Procedure for compliance with the ADA.

Task 2.3 – Website Review

Kimley-Horn will perform a cursory review of the Town website for compliance with Section 508 of the Rehabilitation Act of 1973 and Web Content Accessibility Guidelines (WCAG) 2.0. A detailed evaluation of all compliance issues will not be completed.

Task 2.4 – Facilities Review

Kimley-Horn will establish field teams which will conduct evaluations based on forms developed by the Kimley-Horn in consultation with the Town based on the 2010 ADA Standards and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). All field data will be compatible with the Town's existing Geographic Information System (GIS).

2.4.1 Facilities Listing

2.3.1.1 Building and Parking Lot – The following building owned or leased by the Town will be included in this project:

Location Name	Property Address
1. Farragut Town Hall	11408 Municipal Center Dr

2.4.1.2 Building Sidewalks – Approximately one-half (1/2) linear mile of building sidewalk will be included in this project. All curb ramps along this sidewalk will be evaluated.

2.4.1.3 Parks and Parking Lots – The following parks will be included in this project:

Location Name	Property Address
1. Anchor Park	11730 Turkey Creek Road
<i>Essex Pavilion (open air)</i>	
<i>Hartford Pavilion (open air)</i>	
<i>Concession & Restroom Building</i>	
<i>Saratoga Pavilion (open air)</i>	
<i>2 Fishing Piers</i>	
2. Founders Park	405 Campbell Station Road
<i>Burnside Pavilion (open air)</i>	
<i>Longstreet Pavilion (open air)</i>	
<i>Restroom Building</i>	
3. Mayor Bob Leonard Park	301 Watt Road
<i>Restroom Building</i>	
<i>Covered Picnic Table</i>	
<i>Restroom & Concession Building</i>	
<i>Wetland Overlook</i>	
4. McFee Park	917 McFee Road
<i>2 Restroom Buildings</i>	
<i>Small Pavilion (open air)</i>	
<i>Splashpad</i>	
<i>Large Pavilion (open air)</i>	

2.4.1.4 Park Sidewalks – Up to one (1) linear mile of park sidewalk will be included in this project. All curb ramps along this sidewalk will be evaluated.

2.4.1.5 Paved Greenways – Up to nineteen (19) linear miles of paved greenways will be included in this project.

2.4.1.6 Park Pedestrian Bridges – Up to seven (7) pedestrian bridges within parks and greenways will be evaluated.

2.4.1.7 Signalized Intersections – Up to twenty-seven (27) signalized intersections will be included in this project. The Consultant estimates this task will include the evaluation of up to 116 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.

2.4.1.8 Sidewalks – Up to six and one-half (6 ½) linear miles of arterial sidewalk will be included in this project. The limits of sidewalk in this scope are:

- Parkside Drive from N Campbell Station Road east to City limits
- Campbell Station Road from just south of Interstate 40 ramps to Concord Road

All unsignalized intersections (up to 270), driveways, and curb ramps (up to 810 curb ramps) along this sidewalk will be evaluated. Evaluation of additional curb ramps will be considered Additional Services.

2.4.1.9 Kimley-Horn will create a separate report for each facility type. Each facility report will identify compliance status of each facility with regards to both federal and state standards and include the following:

- Listing of facilities that are not in compliance with current ADA requirements.
- Recommended actions to resolve non-compliance issues for each facility.
- Prioritized list of improvements using criteria developed by Kimley-Horn and Town staff.
- "Cost report" that assigns conceptual budget estimates to each recommended action.
- Photolog summary for each facility. Sidewalk photos will be provided in GIS only.
- Catalog of building, park, signalized intersection, sidewalk, and curb ramp data compatible with the Town's existing GIS databases (including mapping of the various facility types).

Task 3 – Transition Plan Development

Task 3.1 – Develop the Evaluation Process

Kimley-Horn will assist the Town in developing a process and format to evaluate the accessibility improvements identified in Task 2, utilizing prioritization and evaluation criteria. Existing evaluation methodology will be analyzed and recommendations made for necessary improvements.

Task 3.2 – Prioritization Criteria

Kimley-Horn will recommend prioritization criteria for creating an implementation schedule for accessibility improvements.

Task 3.3 – Prioritize Improvements

Kimley-Horn will prioritize the accessibility improvements by facility type and severity, providing cost estimates for the recommended modifications.

Task 3.4 – Evaluate Exemptions

Kimley-Horn will evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, alterations affecting the fundamental nature of a service, activity or program under financial and administrative burden, or structural changes.

Task 3.5 – Budget

Kimley-Horn will define ongoing budget needed for ADA modifications. Potential funding sources will be researched and recommended to most effectively achieve compliance.

Task 3.6 – Draft Self-Evaluation and Transition Plan

Based on the Self-Evaluation and facility compliance assessment, Kimley-Horn will prepare a draft Self-Evaluation and Transition Plan for the Town. The plan will include:

- An executive summary which will describe the project purpose, process, and most significant findings;
- A review of findings and recommendations for all items in Task 2; and
- A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

Task 3.7 – Final Self-Evaluation and Transition Plan

Following review by the Town and relevant community review of the Draft Plan, Kimley-Horn will incorporate comments and prepare the Final Plan for presentation.

Project Deliverables

Kimley-Horn will deliver the following materials to the Town:

- One (1) electronic copy in Word and two (2) paper copies of the Draft ADA Self-Evaluation and Transition Plan. Appendices will be provided in electronic PDF format.
- One (1) electronic copy in Word and PDF formats and two (2) paper copies of the Final ADA Transition Plan. Appendices will be provided in electronic PDF format.
- Field work in GIS format, compatible with the Town's GIS system.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Town requests, will be considered Additional Services and will be performed at our then current hourly rates set forth on Attachment B. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings not listed above
- Additional facility evaluations not listed above
- Others as requested by the Town

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's representatives. The Client shall provide all information requested by Kimley-Horn during the project, if available.

SCHEDULE

Kimley-Horn will provide its services as set out in the Request for Qualifications.

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FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 3 for the total lump sum fee below. Individual task amounts are informational only.

Task 1 – Project Coordination and Meetings	\$ 3,900
Task 2 – Self-Evaluation	\$ 126,500
Task 3 – Transition Plan Development	\$ 18,300
<u>Project Total (Tasks 1-3, Total Lump Sum):</u>	<u>\$ 148,700</u>

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date.

CLOSURE

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to jcurry@townoffarragut.org

_____ Please copy phall@townoffarragut.org

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Alisha Eley, PLA
Project Manager



Christopher D. Rhodes, P.E.
Vice President

Agreed to this _____ day of _____, 2017.

TOWN OF FARRAGUT, TENNESSEE
A Municipal Government

By: _____

(Date)

(Print or Type Name)

Title: _____

(Member or Manager, as authorized)

(Email Address)

_____, Witness (Print
or Type Name)

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Category	Hourly Billing Rate
Professional	\$130 – \$165
Senior Professional	\$185 – \$235
Senior Project Manager / Principal	\$255 – \$280
Senior Technical Support	\$155 – \$165
Technical Support	\$110 – \$140
Support Staff	\$80 – \$100

Effective through June 30, 2018. Subject to annual adjustment thereafter.