



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

December 14, 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. Presentation of Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2017**
- V. Citizens Forum**
- VI. Approval of Minutes**
 - A. November 9, 2017
 - B. November 20, 2017
- VII. Ordinances**
 - A. Second Reading
 1. Ordinance 17-16, Ordinance amending the Capital Investment Program budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09
 - B. First Reading
 1. Ordinance 17-07, an ordinance to rezone Parcel 44, Tax Map 152, located at 430 Virtue Road, 87.1 Acres, from A, R-2, and FPD to R-1/OSR and FPD (AKP Properties, Applicant)
 2. Ordinance 17-18, an ordinance to correct an error in the zoning designation for the property at 12603 Evans Road to change the designation from R-1, Rural Residential, to A, Agricultural (Town of Farragut, Applicant)

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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.

3. Ordinance 17-19, Ordinance to amend Chapter 2, Administration, Article 6, Finance, Section 2-267, Depository for town funds, of the Farragut Municipal Code

VIII. Business Items

- A. Approval of updates to the Personnel Policies and Procedures Manual
- B. Approval of 2017-2018 Snow Removal Schedule & Road Additions
- C. Approval of Proposal from Fulghum, MacIndoe & Associates, Inc. for Engineering Services for Greenway Connection under Kingston Pike at North Fork of Turkey Creek.
- D. Approval of Proposal from Vaughn & Melton Consulting Engineers, Inc. for Engineering Services for Virtue Road Improvements, from 2200 feet south of Broadwood Drive to 700 feet south of Kingston Pike.
- E. Approval of Contract for McFee Park Surveying Services
- F. Approval of Town of Farragut 2017 Strategic Plan

IX. Town Administrator's Report

X. Town Attorney's Report



FARRAGUT BEER BOARD

December 14, 2017

6:55 PM

- I. Election of Officer**
 - A. Chairman
 - B. Vice-Chairman
 - C. Secretary
- II. Approval of Minutes**
 - A. September 28, 2017
- III. Beer Permit Request**
 - A. Approval of a Class 1, On-Premise Beer Permit for Sakura Sushi & Hibachi, 11145 Kingston Pike

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FARRAGUT BEER BOARD

September 28, 2017

6:55 PM

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

Approval of Minutes

Motion was made to approve the minutes of August 24, 2017 as presented. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Povlin and Williams; Alderman Pinchok was absent.

Beer Permit Request

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

Motion was made to approve a Class 1, on-premise permit for Thai Café/Kasumi. Moved by Alderman Markli, seconded by Mayor McGill; voting yes, Mayor McGill, Aldermen Markli, Povlin and Williams; Alderman Pinchok was absent.

Louise Povlin, Secretary

Allison Myers, Town Recorder

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AGENDA NUMBER III.A.

MEETING DATE December 14, 2017

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a Class 1, On-Premise Beer Permit for Sakura Sushi & Hibachi, 11145 Kingston Pike

DISCUSSION:

The purpose of this agenda item is the approval of a class 1, on-premise beer permit for Sakura Sushi & Hibachi, 11145 Kingston Pike.

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 Sakura Sushi & Hibachi, 11145 Kingston Pike.

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	_____	_____	_____	_____	_____

APPLICATION FOR BEER PERMIT

*paid \$250
11/21/17*

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 X 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) Yan Bai

- Type of applicant (check one):
Person _____ Firm _____ Corporation X 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:

Yan Bai 100% ownership

- Applicant's present home address:

- Date of Birth 08/24/1955 Home Telephone Number _____
Business Telephone Number (865) 671-1839 Social Security Number _____

- Representative Email Address: damonhaoni@gmail.com

- Under what name will the business operate? Sakura King Inc DBA Sakura Sushi & Hibachi

- Business address 11145 Kingston Pike, Knoxville, TN 37934

Business Telephone number (865) 671-1839

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

Yan Bai damonhaoni@gmail.com
11145 Kingston Pike, Knoxville, TN 37934

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

Name: Kun Jiang Birth Date: 07/20/1982
Address: 11145 Kingston Pike, Knoxville, TN 37934
Phone Number: (901) 304-8180

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 X 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:

Commercial Realty, 8200 Kingston Pike, Knoxville, TN 37917

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

Concord United Methodist Church 11020 Roane Dr, Knoxville, TN 37934

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

Farragut High School 11237 Kingston Pike, Knoxville, TN 37934

18. Special Occasion Event Name: N/A

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: 1001015167

20. Town of Farragut Business License Number 2911



FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

November 9, 2017

**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. October 26, 2017
- VI. Ordinances**
 - A. Second Reading
 - 1. Ordinance 17-15, First reading of an ordinance to replace the existing Town of Farragut Sinkhole Ordinance with new requirements
 - B. First Reading
 - 1. Ordinance 17-16, Ordinance amending the Capital Investment Program budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09
- VII. Business Items**
 - A. Approval of Americans with Disabilities Act Transition Plan Letter to Tennessee Department of Transportation
 - B. Approval of Bids and Award of Contract 2018-06, Campbell Station Inn, Phase II
 - C. Approval of Resolution R-2017-04, Supplemental Development Oversight and Inspection Service Policy
 - D. Approval of HGACBuy/Forever Lawn Proposal and Interlocal Contract for Cooperative Purchasing
 - E. Approval of Special Event Signage for the Farragut Business Alliance, Shop Farragut Holiday Campaign
 - F. Approval of Board of Mayor and Aldermen Meeting Public Speaking Protocol
- 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 Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Mayor's Report

The Board of Mayor and Aldermen will be attending the National League of Cities conference in Charlotte, NC.

Approval of Minutes

Motion was made to approve the minutes of October 26, 2017 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinances

Second Reading

Ordinance 17-15, Second reading of an ordinance to replace the existing Town of Farragut Sinkhole Ordinance with new requirements

Motion was made to approve Ordinance 17-15 on second and final reading. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

First Reading

Ordinance 17-16, Ordinance amending the Capital Investment Program budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09

Motion was made to approve Ordinance 17-16 on first reading. Moved by Alderman Pinchok, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Americans with Disabilities Act Transition Plan Letter to Tennessee Department of Transportation

Motion was made to approve the Americans with Disabilities Act Transition Plan Letter to Tennessee Department of Transportation. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Bids and Award of Contract 2018-06, Campbell Station Inn, Phase II

Motion was made to table the agenda item until November 20, 2017. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Resolution R-2017-04, Supplemental Development Oversight and Inspection Service Policy

Motion was made to approve Resolution R-2017-04, Supplemental Development Oversight and Inspection Service Policy. Moved by Alderman Povlin, seconded by Alderman Markli. A substitute motion was made to approve Resolution R-2017-04 and to remove the

language of a 5% deposit of the project cost. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of HGACBuy/Forever Lawn Proposal and Interlocal Contract for Cooperative Purchasing

Motion was made to approve the contract with ForeverLawn Southwest as part of the HGACBuy program in the amount of \$55,882 for the installation of playground grass at McFee Park playground. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Special Event Signage for the Farragut Business Alliance, Shop Farragut Holiday Campaign

Motion was made to approve the proposed placement of signage within the Town's right-of-way from November 18 – December 31, 2017 for the Farragut Business Alliance, Shop Farragut Holiday Campaign. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Board of Mayor and Aldermen Meeting Public Speaking Protocol

Motion was made to approve the meeting public speaking protocol for the Town of Farragut Board of Mayor and Aldermen meetings. Moved by Alderman Povlin, seconded by Alderman Williams. An alternate motion was made to approve the protocol with the following changes:

- 5 minutes to speak
- Guideline #4- add language: time may be extended at the discretion of the Mayor
- Guideline \$5- Delete and replace with Speakers should strive to avoid redundancy

Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced the following events:

- Farragut/West Knox Chamber 5K is Saturday morning, November 11
- Light the Park, Monday, November 27 from 5:30-7
- Celebrate the Season, December 7 from 4:30-7 at Town Hall

Meeting adjourned at 8:45 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder



**SPECIAL CALLED MEETING
FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
November 20, 2017**

**BMA MEETING
1:30 PM**

Mayor McGill called the meeting to order at 1:30 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Business Item

Approval of Bids and Award of Contract 2018-06, Campbell Station Inn, Phase II

Motion was made to approve the bids and award Contract 2018-06 to Merit Construction, Inc. for their low bid of \$1,395,000, and authorize staff approval of change orders up to \$50,000. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Meeting adjourned at 3:00 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 17-17, second and final reading to amend Ordinance 17-09, FY2018 Budget, Capital Investment Program

INTRODUCTION:

The purpose of this agenda item is to amend the Fiscal Year 2018 Capital Investment Program (CIP) Fund Budget.

DISCUSSION:

The CIP will be amended by increasing the appropriated expenditures from \$8,094,301 to \$8,594,301 an increase of \$500,000. The increase is due to the cost of the contract for the Campbell Station Inn Project, Phase II. The current Campbell Station Inn budget is \$1,350,000. More information concerning the project is included in agenda item VII.B., Approval of Bids and Award of Contract 2018-06, Campbell Station Inn, Phase II.

FINANCIAL SECTION: Campbell Station Inn, Phase II

Account Number: 310-46230-920

FY2018 Budget

\$1,350,000

Requested Amendment

\$500,000

FY2018 Amended Budget

\$1,850,000

Approved By: 

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

PROPOSED MOTION: Motion to approve Ordinance 17-17 on second and final 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	17-17
PREPARED BY	Myers
1 ST READING	November 9, 2017
2 nd READING	December 14, 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 Capital Investment Program Budget by \$500,000. Expenditures for the Capital Investment Program will total \$8,594,301.

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

AGENDA NUMBER VII. B. 1.

MEETING DATE December 14, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 17-07, First reading of an ordinance to rezone Parcel 44, Tax Map 152, located at 430 Virtue Road, 87.1 Acres, from A, R-2 and FPD to R-1/OSR and FPD (AKP Properties, Applicant)

INTRODUCTION AND BACKGROUND: This rezoning request involves an 87.1 acre tract located on the east side of Virtue Road. The property has some environmental limitations with Little Turkey Creek flowing through the property from north to south along Virtue Road and steep slopes along the southeastern portion of the property adjoining the Kingsgate Subdivision. Additionally, the Colonial Pipeline bisects the property. On the future land use map in the Comprehensive Land Use Plan (CLUP), the property was originally shown as Medium Density Residential. However, consistent with this rezoning request and the characteristics of the property, at their meeting on March 16, 2017, the Planning Commission unanimously voted to change the future land use designation from Medium Density Residential to Open Space Cluster Residential.

DISCUSSION: Related to the CLUP amendment, the applicant also requested at the March 16, 2017 Planning Commission meeting a rezoning of the property from A (Agricultural) and General Single-Family Residential (R-2) to R-1/OSR (Open Space Residential Overlay). The Floodplain District (FPD) overlay areas would remain unchanged.

As discussed with the Planning Commission, the most significant issue with the rezoning or any subdivision development on the property would be the reality that this section of Virtue Road does not physically meet the Town's specifications for a major collector street as provided for in the subdivision regulations. Nor does the road follow the complete streets provisions that have been adopted by the Town. As staff has noted in the past with other rezoning requests on substandard roads, the increase in density on a given property is the trigger for improvements to said road.

With this understanding, the Planning Commission discussed how best to address the road issue. The Commission did agree that the R-1/OSR was appropriate for the property and its characteristics. The Commission recommended that the rezoning be approved but conditioned on Virtue Road being improved to the standards provided for in the Farragut Subdivision Regulations.

Since the Planning Commission's action on the rezoning request, the applicant has been working on the logistics of what would be needed and how to provide secondary access for emergency service providers. The applicant has made progress on these issues and would now like to proceed to the Board for final action on the rezoning request. The Town Attorney is in the process of working on a cost share agreement that would address the substandard condition of Virtue Road. This approach would be similar to what was applied to the Everett Road corridor.

RECOMMENDATION: The staff would recommend approval of Ordinance 17-07 with the stipulation that, prior to second reading, a cost share agreement would be approved and executed to address improvements to Virtue Road so that the additional vehicle trips resulting from this rezoning could be better accommodated.

PROPOSED MOTION: To approve Ordinance 17-07 on first 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	_____	_____	_____	_____	_____

RESOLUTION PC-17-07

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF PARCEL 44, TAX MAP 152, LOCATED AT 430 VIRTUE ROAD, 87.1 ACRES, FROM A (AGRICULTURAL), R-2 (GENERAL SINGLE-FAMILY RESIDENTIAL) District AND FPD (FLOODPLAIN) DISTRICT TO R-1 (RURAL SINGLE-FAMILY RESIDENTIAL) District, OSR (OPEN SPACE RESIDENTIAL) OVERLAY AND FPD (FLOODPLAIN) DISTRICT

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

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

WHEREAS, a public hearing was held on this request on March 16, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 17-07.

ADOPTED this 16th day of March, 2017.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

ORDINANCE:	17-07
PREPARED BY:	Shipley
REQUESTED BY:	Glen Glafenheim
CERTIFIED BY FMPC:	March 16, 2017
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

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

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

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning Parcel 44, Tax Map 152, located at 430 Virtue Road, 87.1 Acres, from A, R-2 and FPD to R-1/OSR and FPD (Exhibit A).

SECTION 2.

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

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2017, with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

**Ordinance 17-07
Exhibit A**

CURRENT ZONING

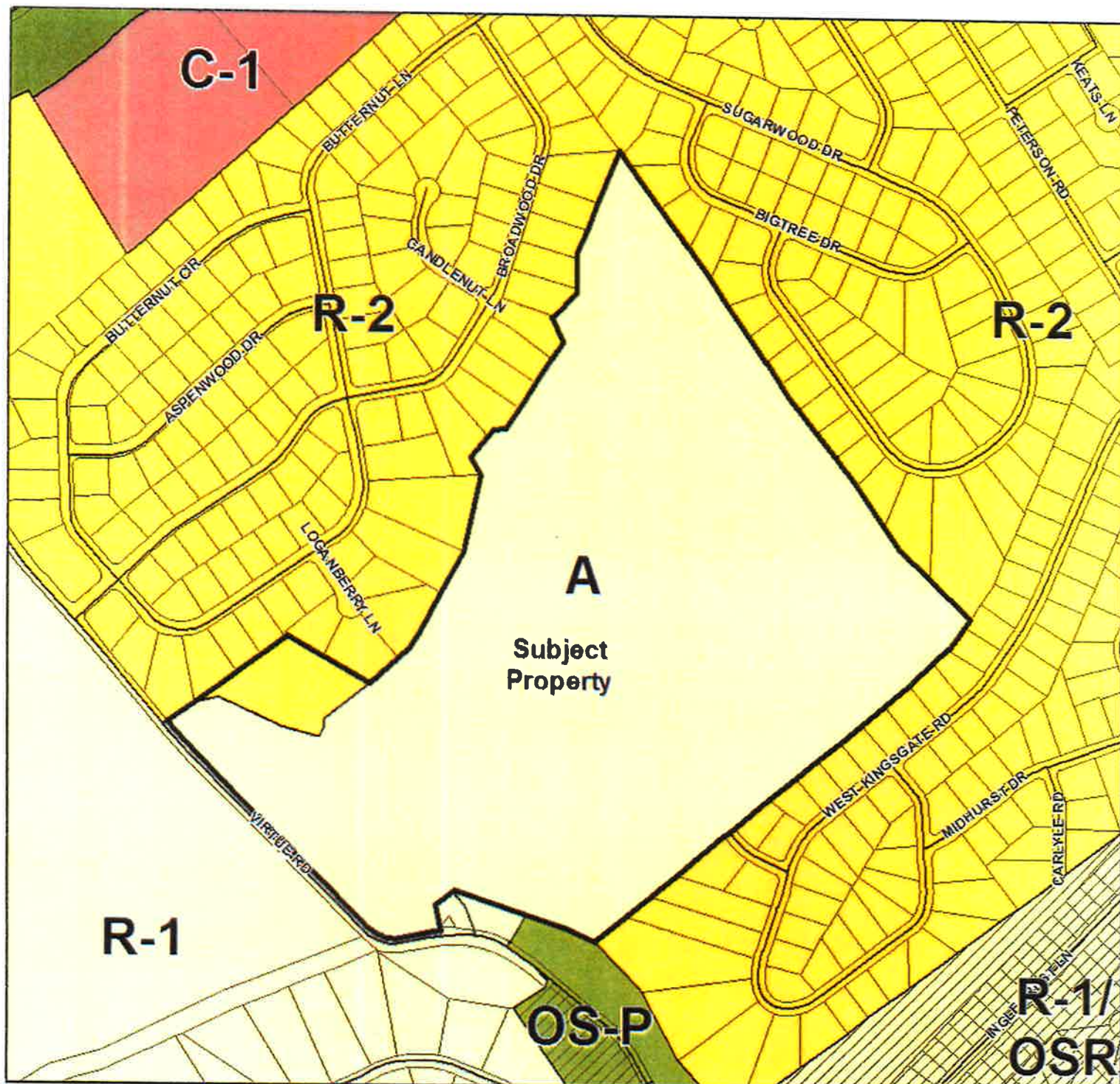
Rezone
Parcel 44, Tax Map 152

Legend

-  Streets
-  Subject Property
-  Parcels
-  A, Agricultural
-  B-1, Buffer
-  OS-P, Open Space/Park
-  R-1, Rural Single-Family Residential
-  R-2, General Single-Family Residential
-  R-4, Attached Single-Family Residential
-  OSR, Open Space Residential Overlay
-  C-1, General Commercial
-  Telecommunication Tower Overlay Zone



1 in = 500 ft



REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Mark Shipley, Community Development Director**SUBJECT:** Ordinance 17-18, First reading of an ordinance to correct an error in the zoning designation for the property at 12603 Evans Road to change the designation from R-1, Rural Residential, to A, Agricultural (Town of Farragut, Applicant).

INTRODUCTION AND BACKGROUND: This item is related to the process of correcting an error in the Town's adopted zoning map. Specifically, it was recently brought to the staffs' attention that the property located at 12603 Evans Road and that is just to the west of the Farm at Willow Creek Subdivision was colored as being zoned R-1, Rural Residential, though the property was never part of any rezoning request and was originally zoned A, Agricultural. This error appeared to occur in an adopted zoning map that reflected a rezoning of the property that would become the Farm at Willow Creek Subdivision. This inadvertent rezoning occurred in June of 2003.

DISCUSSION: Since zoning maps have been periodically re-adopted since 2003 and included the zoning error on the property at 12603 Evans Road, the staff discussed this with the Town Attorney and such error would have to be corrected with a zoning map amendment.

RECOMMENDATION: Included in your packet is a copy Ordinance 17-18. At their meeting on November 16, 2017, the Planning Commission unanimously recommended approval of Ordinance 17-18. Community Development Director, Mark Shipley, also recommends approval on first reading.

PROPOSED MOTION: To approve Ordinance 17-18 on first 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	_____	_____	_____	_____	_____

RESOLUTION PC-17-10

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF PARCEL 30, TAX MAP 152, LOCATED AT 12603 EVANS ROAD, 4.36 ACRES, FROM R-1 (RURAL RESIDENTIAL) TO A (AGRICULTURAL)

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

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

WHEREAS, a public hearing was held on this request on November 16, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 17-18.

ADOPTED this 16th day of November, 2017.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

ORDINANCE: 17-18
PREPARED BY: Shipley
REQUESTED BY: Town of Farragut
CERTIFIED BY FMPC: November 16, 2017
PUBLIC HEARING:
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

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

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

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning Parcel 30, Tax Map 152, located at 12603 Evans Road, 4.36 Acres, from R-1 to A (Exhibit A).

SECTION 2.

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

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2017, with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



**Ordinance 17-18
Exhibit A**

Rezone
12603 Evans Road

From
R-1 (Rural Single-Family Residential)

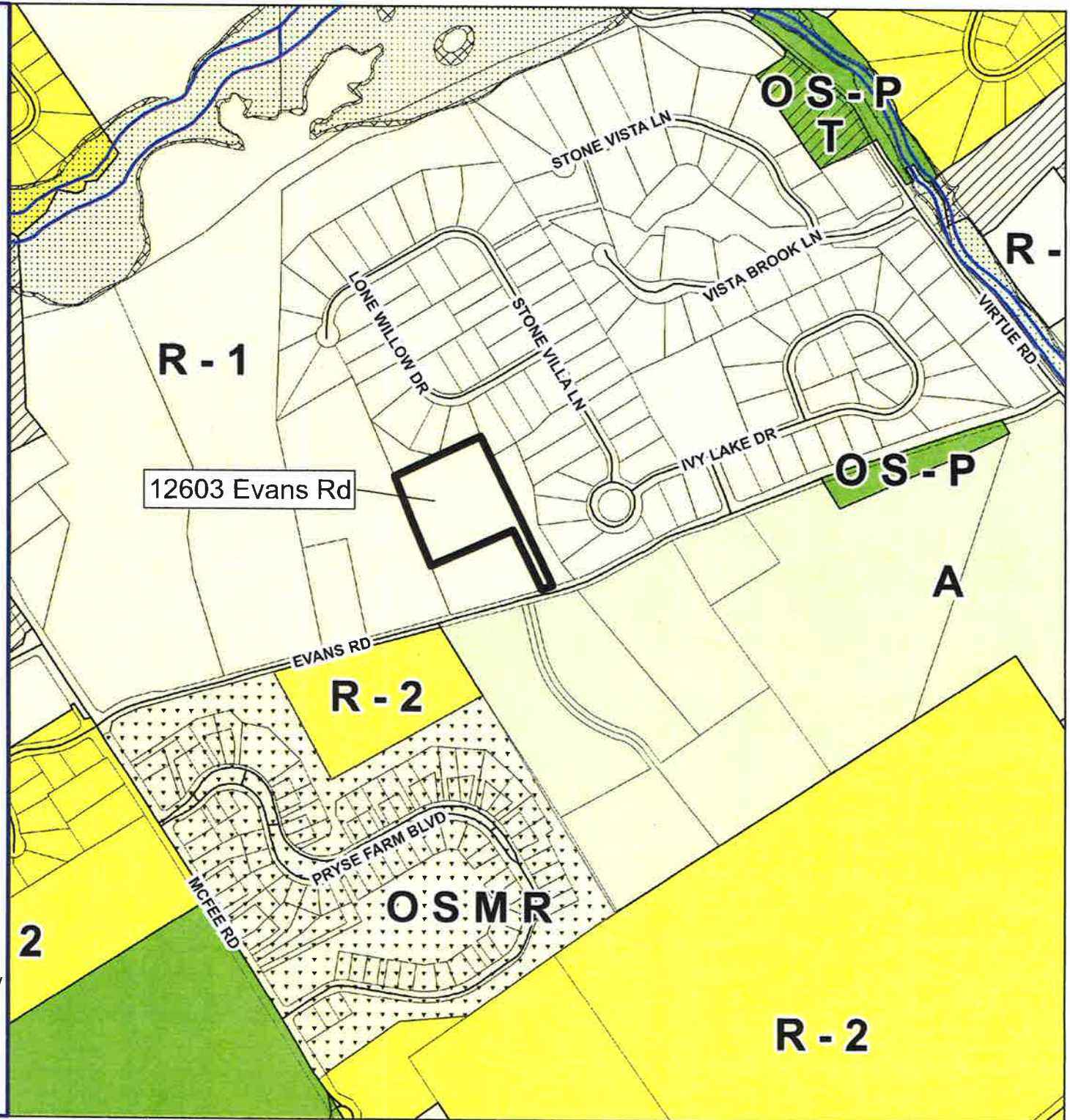
to
A (Agricultural)

Legend

-  Subject Property
-  FEMA Floodway
-  FPD-100 Year
-  FPD-500 Year
-  Streets
-  Parcels
-  A, Agricultural
-  OS-P, Open Space/Park
-  R-1, Rural Single-Family Residential
-  R-2, General Single-Family Residential
-  OSR, Open Space Residential Overlay
-  OSMR, Open Space Mixed Residential Overlay
-  Telecommunication Tower Overlay Zone



1 in = 600 ft



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Ordinance 17-19, Ordinance, on first reading, to amend Chapter 2, Administration, Article 6, Finance, Section 2-267, Depository for town funds, of the Farragut Municipal Code, to change the designated depository for town funds

INTRODUCTION: The purpose of this agenda item is to evaluate the proposals for banking services for the Town funds. The Town funds are currently deposited at BB&T. Staff last conducted an RFP and chose BB&T in 2007. Prior to that, the funds were deposited at SunTrust bank.

DISCUSSION: An RFP was prepared and published, proposals from BB&T and TN Bank were received November 29, 2017. The RFP requested either an interest only account or a traditional method account (cost/earnings). BB&T presented a traditional method and TN Bank presented an interest only method. Currently the town account is an analyzed account. With this type of account, the town gets credit on the fees based on the deposit volume. Normally this type of account does not pay an interest rate.

The interest rates between banks and account types differ. The number used in the RFP for comparison purposes was an account that contained \$2,000,000. BB&T offers an account type that currently is earning 50 basis points (\$10,000 annually). In the RFP, under Response Form 3, BB&T based the interest earnings per year on last year's volumes and balances instead of the \$2 million-dollar amount. TN Bank offers two different account types. The main operating account is currently earning 35 basis points (\$7,000 annually) while the sweep account is earning 80 basis points (\$16,000 annually) in interest. TN Bank suggest that most of the town funds be kept in the sweep account and transferred as needed.

The RFP specified a list of minimum service items required for the bank (Exhibit A, Response Form 2). Both bank submittals meet the minimum service requirements. Also listed in the RFP is a Bank Service Fee schedule (Exhibit B, Service Fee Comparison). The service fee listing is a monthly average of the common services and used for cost comparison. BB&T estimated monthly costs are \$274.90 (\$3,299 annually) and TN Bank estimated monthly costs are \$140 (\$1,680 annually).

Staff contacted three references that are currently hold accounts with TN Bank. All are very pleased with the customer service and banking options that are available.

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

PROPOSED MOTION: To approve Ordinance 17-19, designating TN Bank as the depository for town funds.

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	_____	_____	_____	_____	_____

ORDINANCE:	17-19
PREPARED BY:	Myers
REQUESTED BY:	Staff
1ST READING:	December 14, 2017
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, ARTICLE 6, FINANCE, SECTION 2-267, DEPOSITORY FOR TOWN FUNDS, OF THE FARRAGUT MUNICIPAL CODE, TO CHANGE THE DESIGNATED DEPOSITORY FOR TOWN FUNDS:

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 2, Administration, Article 6, Finance, Section 2-267, of the Farragut Municipal Code,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended as follows:

SECTION 1.

The Farragut Municipal Code, Article 6, Finance, Section 2-267. Depository for Town Funds, is amended by deleting subsections (1) and (2) in their entirety and substituting the following in lieu thereof:

- (1) TN Bank is hereby designated as a depository for Town funds.
- (2) The Town recorder is hereby authorized to open said accounts at TN Bank.

SECTION 2.

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

Ralph McGill, Mayor

Allison Myers, Town Recorder

**PROPOSAL FOR BANKING SERVICES
TOWN OF FARRAGUT, TENNESSEE**

PROPOSAL SUBMITTED BY:

Bank:	TNBANK
Address:	Main Office - 401 South Illinois Avenue, Oak Ridge, TN 37830 (865) 483-9444
	Farragut Office, 11200 Kingston Pike, Farragut, TN 37934
	(865) 675-9444

Proposal Submitted:	Please check below	
Interest Only	☒	
Traditional Method (cost/earnings)	☐	

This proposal contains all the information requested in the Request for Proposal, including the following exhibits:

1)	Exhibit A: Proposal Response Forms (1) one hardcopy, and additional copy provided on a portable storage device
2)	Exhibit B: Deviations to the Requirements in the RFP (Must be submitted with proposal. Additional pages may be used if necessary. If no exceptions, please state so on form.)
3)	Bank's Availability Schedule
4)	Bank's financial statements for the previous two years (provided on a portable storage device)
5)	Most recent rating from a National Credit Rating Agency (Moody's, Standard and Poors or Fitch) and CAEL rating.
6)	Bank's local contact name, e-mail address, mailing address, and phone number
7)	List of bank holidays
8)	Hours of Operation
9)	Cut-off times for Deposits, ACH and Wire Transfers
10)	List of 3-5 references of other municipal government customers and clients currently using the services outlined in the RFP

We have read the RFP and fully understand its intent and agree to fully comply with all specifications, except as noted on Exhibit B of this proposal. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements within. We understand that all information included in, attached to, or required by this RFP shall become public record upon delivery.

Signature	
Typed Name	Leslie England
Title	TNBANK Sr. Vice President of Retail Banking
Date	11/22/2017

Exhibit A
Response Form 1

Interest Earnings

All accounts shall be interest bearing and it shall be assumed that all accounts will earn interest at the same rate. The Town's preference is to have interest earnings quoted in terms of Federal Funds or some other nationally recognized benchmarking index plus or minus xx basis points. Floors or caps may be proposed.

Please indicate the current rate that would be paid for an account with a \$2,000,000 balance and indicate the basis on which interest will be paid in the future.

Interest Rate for an account with a \$2,000,000 balance .35 & .80 %
Basis of determining the rate:

TNBANK would propose its Non-Profit Platinum Account for the Town's primary operating account. The Non-Profit Platinum has no maintenance fees and pays a competitive interest rate on collected funds (0.35% APY*). We would also propose linking the Non-Profit Platinum acct with a Non-Profit Checking/Savings acct to "sweep" excess funds on a daily basis so that the Town can earn the maximum interest on its money while still maintaining immediate access to deposited funds. Non-Profit Checking/Savings currently pays 0.80% APY**. This could be used for HRA & Flex Accounts.

* Based on \$2,000,000 in checking, annual earnings are approximately \$7000.00.

Approximate monthly earnings are \$575.00.

**Based on \$2,000,000 in checking/savings, annual earnings are approximately \$16,000.00.

Approximate monthly earnings are \$1,315.00.

This interest income should be taken into consideration when looking at monthly fees.

Deduct the monthly fees from the income generated to see a more accurate picture.

Example: Earned Interest \$575 minus monthly fees \$140 = \$435 net revenue

*Acct is Account

Another way to provide The Town of Farragut more income is using Layered or Leveling CDs. You will have a Concierge Team that will work to provide the most income for your deposit(s).

Exhibit A
Response Form 2

Minimum Services
Required

The financial institution must substantially provide each of these services. Please indicate either yes or no for each of the following.

	MINIMUM SERVICES REQUIRED	Yes or No		Notes
1	Regular Account Maintenance	X		
2	Account Reconciliation (e.g., Positive Pay)	X		
3	ACH Credits to Employees	X		
4	ACH Credits to Vendors	X		
5	Online Outgoing Wire Transfers	X		
6	Incoming Wires	X		
7	Online Stop Payments	X		
8	Electronic/Digitized Storage of Paid Checks (Front and Back of Checks)	X		
9	Remote Data Capture	X		
10	Online Internal Funds Transfers	X		
11	Courier Services		X	Currently do not have but could be retained and negotiated.
12	Same Month Posting of Interest Earnings	X		
13	Online Balance and Transaction Reporting/Exports Including Wire Transfers and Internal Transfers	X		
14	Monthly Bank Statements (online preferred)	X		
15	Monthly Analysis Statements (online preferred)	X		this is not an analysis account , its better!
16	Offer Banking Services to Employees w/ Direct Deposit at No Charge	X		We have a free employee account (brochure included).
17	Member of State Collateral Pool	X		
18	Provide deposit slips and Endorsement	X		
19	Fraud Protection	X		Positive Pay/ACH Guardian Analytics

BB&T Proposal for Banking Services

Town of Farragut

RFP for Depository and Banking Services
November 29, 2017

Presented by:

Jeremy Henderson

Vice President
Commercial Banking
900 S Gay Street, Fl 24
Knoxville, TN 37902-1810
PH: 865-681-5611
Jeremy.henderson@bbandt.com

Sherri Bevis

Vice President
Treasury Services Consultant
900 S Gay Street, Fl 24
Knoxville, TN 37902-1810
PH: 865-766-8674
SBevis@bbandt.com

Exhibit A
Response Form 2

MINIMUM SERVICES

REQUIRED

The financial institution must substantially provide each of these services. Please indicate either yes or no for each of the following.

	MINIMUM SERVICES REQUIRED	Yes or No		Notes
1	Regular Account Maintenance	Yes		
2	Account Reconciliation (e.g., Positive Pay)	Yes		
3	ACH Credits to Employees	Yes		
4	ACH Credits to Vendors	Yes		
5	Online Outgoing Wire Transfers	Yes		
6	Incoming Wires	Yes		
7	Online Stop Payments	Yes		
8	Electronic/Digitized Storage of Paid Checks (Front and Back of Checks)	Yes		
9	Remote Data Capture	Yes		
10	Online Internal Funds Transfers	Yes		
11	Courier Services		No	
12	Same Month Posting of Interest Earnings	Yes		
13	Online Balance and Transaction Reporting/Exports Including Wire Transfers and Internal Transfers	Yes		
14	Monthly Bank Statements (online preferred)	Yes		
15	Monthly Analysis Statements (online preferred)	Yes		
16	Offer Banking Services to Employees w/ Direct Deposit at No Charge	Yes		
17	Member of State Collateral Pool	Yes		
18	Provide deposit slips and Endorsement	Yes		

Exhibit B-Service Fee Comparison

General Banking Services	Average Monthly Volume	BB&T		TN Bank	
		Monthly Total \$274.90 (\$3,299 annually)		Monthly Total \$140 (\$1,680 annually)	
		Per Unit Cost (if applicable)	Estimated Monthly Cost	Per Unit Cost (if applicable)	Estimated Monthly Cost
Account Maintnenace	1	15.75	15.75	0	0
Credit Posted	25	0.675	16.88	0	0
Items Deposited	37	0.113	4.18	0	0
Checks Paid & Other Debts	143	0.15	21.45	0	
Return Deposit Items	1	9	9	10	10
Stop Payments	1	25.50	25.50	35	35
Cion and Currency Deposited	877	0.0015	1.32	0	
Wire Transfer Services					
Incoming Wire	3	11.25	33.75	20	60
ACH Services					
ACH Maintnenace	1	33.75	33.75	0	0
ACH Returns	1	4.50	4.50	0	0
ACH Received Credit	57	0.15	8.55	0	0
ACH Received Debit	88	0.15	\$13.20	0	0
Total ACH Originated Items	153	0.113	17.29	Depends on transfer date/time	
ACH Debit Blanket Block Maintenance	1	11.25	11.25	35	35
ACH Positive Pay Monthly Maintenance	1	18.75	18.75	0	0
Reconciliation services					
CD-ROM					
CD-ROM Maintenance	1	22.50	22.50	0	0
CD-ROM Items	134	0.045	6.03	0	0
CD-ROM Disk	1	11.25	11.25	0	0

**REQUEST FOR PROPOSAL
DEPOSITORY AND BANKING SERVICES FOR TOWN OF FARRAGUT'S
OPERATING BANK ACCOUNTS**

I. INTRODUCTION

The Town of Farragut, Tennessee invites qualified banking institutions that maintain a full-service branch bank in the town limits of Farragut to submit proposals to provide depository and banking services to the Town beginning on or about February 1, 2018. Proposals may only be submitted by banking institutions that are Federally or State of Tennessee chartered. Written proposals, using the official forms provided herein will be received **until 10:00 a.m. EST on Wednesday, November 29, 2017**, at the Farragut Town Hall, 11408 Municipal Center Drive, Farragut TN 37934.

A. Intent

The intent of this Request for Proposal (RFP) is to select one banking institution (Bank) that can offer the highest quality of depository and banking services with the best net rate of return on balances for the Town's accounts. The Town will accept interest only (no fees) proposals and/or a combination of cost/earnings proposals.

B. Proposal Instructions

1. **Sealed proposals:** Paper responses to this request must be sealed in an envelope marked "Do Not Open" and identified as follows:

BANKING SERVICES PROPOSAL

Deliver or mail to:

Allison Myers, Town Recorder/Treasurer
11408 Municipal Center Drive
Farragut, TN 37934

2. **Proposal response:** Each proposer shall submit **only one proposal per method:**

a). **Interest only**, whereas proposer agrees to pay a certain interest rate on Town bank accounts and charge the Town no banking fees for the duration of the banking relationship.

b). **Traditional method (cost/earnings)**, whereas the bank would pay a certain interest rate on Town bank accounts and charge the Town fees for banking services.

A bank may submit just one proposal, or one for each method, for a total of two proposals.

Supporting material may be submitted; however, the decision in selecting the most responsive banking institution will be based on the standard forms provided and the information requested in the RFP.

Each proposer shall submit one hardcopy of completed Proposal Package with an additional copy and a copy of their annual financial report for the past two (2) years on a portable storage device. These reports will be used by the Town to determine the financial strength of the proposer. The successful proposer shall continue to furnish to the Town updated issues annually.

3. Questions and Additional Information: Only written requests for clarification or additional information will be accepted and must be e-mailed to:

Allison Myers, Town Recorder/Treasurer
allison.myers@townoffarragut.org

Deadline for written inquiries is **Monday, November 20, 2017**

Telephone inquiries will not be accepted. Banks should clearly understand the only official answer or position of the Town will be the one stated in writing. Questions answered and clarification provided will be made available on the Town of Farragut bids section of the website.

<http://www.townoffarragut.org/bids.aspx>

4. Schedule:

Public Posting of Proposal	November 8, 2017
Written Questions Due	November 20, 2017
Proposals Due and Opening of Proposals	November 29, 2017 10:00a.m.
Staff Review/Recommendation	November 30-December 6, 2017
First Reading by Board of Mayor and Aldermen	December 14, 2018 7:00p.m.
Second Reading by Board of Mayor and Aldermen	January 11, 2018 7:00p.m.
Implementation	January 2018

The Town of Farragut reserves the right to alter the schedule as it deems necessary.

5. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward and complete description of services and qualifications to meet the Town's requirements as outlined in this document. Emphasis should be on completeness and clarity of content.

6. Incurring Costs

The Town is not liable for any costs incurred by Bank prior to issuance of a contract.

7. Acceptance of Proposal Content

Proposals are to be valid for a minimum period of ninety (90) days from the date of receipt by the Town.

8. Proprietary/Confidential Information

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of the proposals, in compliance with Tennessee statutes.

9. Rights and Options of the Town of Farragut

The Town reserves the following rights and options:

- a) Determine those proposers who are most qualified.
- b) Reject any or all proposals for any reason, at its sole discretion.
- c) Supplement, amend or otherwise modify this RFP.
- d) Cancel this RFP with or without the submission of another RFP.
- e) Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

11. Selection Criteria:

The following criteria will be used to evaluate and to select the Bank:

- a) Complete response to all required items on standard proposal forms;
- b) Competitive interest rates offered on Town accounts;
- c) Ability to meet basic service requirements, including degree of automation with internal controls in place;
- d) Ability to handle wire transfers reliably;
- e) Best availability schedule for deposit items;
- f) Location and convenience to Town Hall;
- g) Ability to demonstrate check protection (Positive Pay) services;
- h) Automated Clearing House (ACH) blocking/filtering services;
- i) Ability to provide remote deposit capture;
- j) Additional fraud protection (two-stage authentication, token, etc.)
- k) Ability to pay and receive vendor payments electronically not previously mentioned;
- l) Option to tour facilities;
- m) Financial strength and capacity of the banking institution (national credit service ratings, CAEL rating, LACE rating, etc.);
- n) Quality and scope of conversion plan;
- o) Additional financial services to be provided beyond the base expectations at no cost to the Town (if interest only proposal) and;
- p) Best overall advantage to the Town based on types and level of services provided;

Subsequent to the opening of proposals, the Town staff will review the proposals and formulate a recommendation to be made to the Board of Mayor and Aldermen. A conference may be requested to formulate plans in greater detail and clarify any unclear items prior to the formal award. Representatives from the selected proposer will be required to attend the Board meeting on December 14, 2017 at 7p.m. to answer any questions.

At any time before consideration by the Board of Mayor and Aldermen, the Town may choose to modify its recommendation if the Town, in its discretion, determines that such a change is in the best interest of the Town.

Proposals must clearly and specifically detail all deviations to the exact requirements imposed upon the Bank by this RFP. Such deviations should be listed in Exhibit B; otherwise, by submitting a proposal the Bank agrees to be in strict compliance with and subject to the RFP instructions and specifications.

Any services for which the proposer desires to charge the Town must be identified in Exhibit B, Deviations to the Requirements in the RFP, along with the

price per item. Any services not listed thereon will be required to be provided **free of charge** during the duration of the contract.

In instances in which a deviation is listed, as required in Exhibit B, the proposal may be subject to rejection by the Town for failure to meet exact requirements; except, however, said proposal may not be subject to rejection where, in the sole discretion of the Town, the stated deviation is considered to be equal to, or better than, the imposed requirement and/or where such deviation does not destroy the competitive character of the proposal or the proposal process.

6. Terms and Conditions:

- a. The Town reserves the right to accept or to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the process, and to accept or reject any item or combination of items. Selection will be to the bank whose proposal, in the opinion of the Town, is the best proposal, taking into consideration all aspects of the Bank's response.
- b. In the event the Bank to whom the service is awarded cannot fulfill the proposal, the Town may give notice to such Bank of intent to award the service to the next most qualified Bank or to call for new proposals.
- c. Exhibit A - Proposal Form 3 indicates the average number of transactions monthly. The Town in no way represents or warrants these to be future minimum or maximum volumes.
- d. The Bank shall thoroughly examine and be familiar with these specifications. The failure or omission of any Bank to examine this document shall in no way relieve any bank of obligations with respect to this proposal.
- e. Services may be terminated by the Town or by the Bank by giving written notice to the other party no later than ninety (90) days before the proposed termination date. This provision may be exercised only after the service has been in effect for three (3) calendar months.
- f. Failure to comply with any of the terms and conditions of this RFP will be cause for termination of the service by the Town with less than ninety (90) days' notice.
- g. These specifications constitute the complete set of specification requirements. The standard forms are to be completed, signed, sealed in an envelope, and mailed or delivered to the Town Recorder's office on or before the specified time and date of the opening of proposals. Timely delivery is solely and strictly the responsibility of the bank. The Town will in no way be responsible for delays caused by the United States Post Office, other delivery services or delays caused by any other occurrence. Offers by telephone or facsimile will not be accepted. Under no circumstances will a proposal delivered after the

time specified be considered.

- h. The Bank will not be allowed to withdraw or modify its proposal after the opening time and date.
- i. The Town reserves the right to reject the proposal of any Bank who has previously failed in the proper maintenance of an award or to deliver on time services of a similar nature or who is not in a position to perform properly under this award.
- j. The Town reserves the right to inspect all facilities of Banks in order to make a determination as to their capabilities.
- k. Federal, State, County, and Town laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bank will in no way be a cause for relief from responsibility.
- l. Changes to the RFP may be made by, and at the sole discretion of, the Town.
- m. Each Bank submitting a proposal assures the Town that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, in that the Bank does not, on the grounds of race, color, national origins, religion, sex, age, handicap, or marital status, discriminate in any form or manner against its employees. The Bank understands and agrees that this service is conditioned upon the veracity of this Statement of Assurance.
- n. The Bank must have access to the Fed Wire system.
- q. The Bank must be insured by the Federal Deposit Insurance Corporation (FDIC).

II. Scope of Banking Services

A. Accounts Included

The Town's operating accounts are included in this RFP. The Town reserves the right to open additional accounts in the future as needed. Such new accounts shall be provided with the same conditions as apply to existing accounts at the time.

B. Account Structure

The Town desires to maximize its cash availability through the use of, at least, two disbursement accounts (Accounts Payable and Payroll). On an operational basis, all disbursements will flow through these accounts, except those funds that, by ordinance or resolution, are required to be paid from a separate account.

Following is a breakdown of anticipated disbursement accounts and an explanation of their use:

1. Accounts Payable Account

This account will be used solely to process disbursements for accounts payable. There will be deposits into this account to cover checks issued. Currently, checks are prepared weekly. All checks are computer generated and must bear the actual signatures of any two (2) of four (4) authorized individuals. This account must have the check fraud prevention process mentioned previously.

2. Payroll Account

This account will be used solely to process payroll disbursements to employees, taxing authorities, insurance companies, and other appropriate organizations. The Town would prefer this be a zero-balance account. All Town employees are paid every two weeks. An ACH file is created by the Town and transmitted to the bank with processing of deposits to employee personal accounts to take place no later than one day after submission.

Including the two accounts above, the accounts listed are currently used by the Town in conducting business: however, this account structure could change over the course of the award period depending upon changes in the business environment and requirements of the Town. Any new accounts added will be handled in the same manner, terms and conditions of similar operating accounts existing at the time of the award.

Account Name	Balance 10/31/2017
General Fund Account	\$7,346,731
General Fund Payroll Account	\$0 (zero balance account)
HRA Account	\$22,974
Flexible Spending Account	\$32,030

C. Availability of Funds

Deposits will be made generally every other day. The Town would like to utilize remote deposit capture for daily deposit of checks.

The Bank agrees to credit the Town's accounts for selected items according to the following schedule:

1. Items on the depository - wire transfers, ACH deposits - SAME DAY
2. Items of local institutions deposited prior to bank afternoon cutoff - SAME DAY
3. Items of local institutions deposited after the bank afternoon cutoff – NEXT DAY

All other items will be based on the Bank's availability schedule. The Bank is required to attach a copy of its availability schedule, including cutoff times for deposits, wire transfers and ACH transactions, to the proposal. The Bank agrees to notify the Town in writing of any changes to the schedule. The Town reserves the right to periodically audit the Bank's compliance with the existing availability schedule. The monthly cut-off schedule shall be the last day of the month for all accounts.

D. Interest-Bearing Accounts

The Bank agrees to accrue the interest earned and credit the respective accounts at the end of the month, unless the Bank provides investment accounts that accrue interest on a daily basis, which would be credited to the respective account daily.

E. Monthly Service Charge Calculations

The Bank will prepare, on a monthly basis, a billing for services rendered by account. Total service charges will be calculated based on the actual number of transactions for the month multiplied by the fixed charge per item.

For all agreements it is the intention of the Town that all per item charges remain fixed over the life of the agreement.

However, the Town recognizes that an adjustment to a per item charge may be necessary based on price changes by the Federal Reserve System. Adjustments in per item charges will only be allowed after complying with the following conditions:

1. The per item charge (or portion thereof) will change only for corresponding adjustments in the Federal Reserve System's Fee Schedules, on or after the effective date of the adjustment,
2. Changes in the Federal Reserve Fee Schedule must be final and not proposed, and
3. The Bank will provide the Town a copy of the Federal Reserve System's notification supporting the adjustment, with the "Monthly Service Charge Report".

F. Miscellaneous Important Items

1. The Town wishes to utilize online banking for account inquiry, account transfers, stop payments, and other online services mentioned previously. The bank is requested to provide a detailed description of the bank's online services and all its capabilities, as well as issues related to security for Internet banking transactions.
2. The institution will provide digitized storage (CD or other method) of paid checks instead of returning hard copies and will provide information related to the ability of handling account reconciliation for large accounts via electronic methods (ex: downloads of cleared check transactions during the month).
3. The Town will provide all current expense account (accounts payable and payroll) checks.
4. The Bank will provide all deposit slip books and endorsement stamps as needed by

the Town at no charge.

5. The Town is presently utilizing the direct deposit of payroll checks and bank drafts for utility bills through ACH processing. The Bank should provide a description of its ACH processing and encryption services.
6. The Town intends for disbursements to be controlled with positive pay in order to control fraud. The Bank should provide details on its positive pay feature.
7. Banks submitting proposals are requested to list any other financial services that would be proposed for the Town at no additional cost. In addition, the Town should be provided with a detailed description of other banking services that may be beneficial to the Town but are not included within the base proposal.

III. Standard Proposal Forms:

A. Explanation of Proposal Form

Use of the Proposal Response Forms (Exhibits A and B) or a copy thereof is required by all Banks. No proposal will be considered without completion of these forms. If the Bank is unable to meet or exceed the requirements as specified, then those items should be listed on Exhibit B as deviations.

The Town reserves the right to eliminate any individual service contained in the proposal if the service proposed can be performed in an alternative manner.

B. Completion of Proposal Response Forms

Each Bank should review the Proposal Response Forms in Exhibits A and B. If an interest only proposal is submitted, all response forms are required to be completed, with Response Form 3 filled in with zeros and clearly marked "No Monthly Banking Charges." In addition, any deviations to the requirements in the RFP may be listed on Exhibit B. Additional pages may be used for responses, if needed.

IV. Summary

The Bank shall complete the "Proposal for Banking Services" form and attach the requested forms, reports and exhibits and return to the Town per Section I.B.

**PROPOSAL FOR BANKING SERVICES
TOWN OF FARRAGUT, TENNESSEE**

PROPOSAL SUBMITTED BY:

Bank:	
Address:	

Proposal Submitted:	Please check below
Interest Only	
Traditional Method (cost/earnings)	

This proposal contains all the information requested in the Request for Proposal, including the following exhibits:

1)	Exhibit A: Proposal Response Forms (1) one hardcopy, and additional copy provided on a portable storage device
2)	Exhibit B: Deviations to the Requirements in the RFP (Must be submitted with proposal. Additional pages may be used if necessary. If no exceptions, please state so on form.)
3)	Bank's Availability Schedule
4)	Bank's financial statements for the previous two years (provided on a portable storage device)
5)	Most recent rating from a National Credit Rating Agency (Moody's, Standard and Poors or Fitch) and CAEL rating.
6)	Bank's local contact name, e-mail address, mailing address, and phone number
7)	List of bank holidays
8)	Hours of Operation
9)	Cut-off times for Deposits, ACH and Wire Transfers
10)	List of 3-5 references of other municipal government customers and clients currently using the services outlined in the RFP

We have read the RFP and fully understand its intent and agree to fully comply with all specifications, except as noted on Exhibit B of this proposal. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements within. We understand that all information included in, attached to, or required by this RFP shall become public record upon delivery.

Signature	
Typed Name	
Title	
Date	

Exhibit A
Response Form 1

Interest Earnings

All accounts shall be interest bearing and it shall be assumed that all accounts will earn interest at the same rate. The Town's preference is to have interest earnings quoted in terms of Federal Funds or some other nationally recognized benchmarking index plus or minus xx basis points. Floors or caps may be proposed.

Please indicate the current rate that would be paid for an account with a \$2,000,000 balance and indicate the basis on which interest will be paid in the future.

Interest Rate for an account with a \$2,000,000 balance _____%
Basis of determining the rate:

Exhibit A
Response Form 2

Minimum Services
Required

The financial institution must substantially provide each of these services. Please indicate either yes or no for each of the following.

	MINIMUM SERVICES REQUIRED	Yes or No		Notes
1	Regular Account Maintenance			
2	Account Reconciliation (e.g., Positive Pay)			
3	ACH Credits to Employees			
4	ACH Credits to Vendors			
5	Online Outgoing Wire Transfers			
6	Incoming Wires			
7	Online Stop Payments			
8	Electronic/Digitized Storage of Paid Checks (Front and Back of Checks)			
9	Remote Data Capture			
10	Online Internal Funds Transfers			
11	Courier Services			
12	Same Month Posting of Interest Earnings			
13	Online Balance and Transaction Reporting/Exports Including Wire Transfers and Internal Transfers			
14	Monthly Bank Statements (online preferred)			
15	Monthly Analysis Statements (online preferred)			
16	Offer Banking Services to Employees w/ Direct Deposit at No Charge			
17	Member of State Collateral Pool			
18	Provide deposit slips and Endorsement			
19	Fraud Protection			

Other Items (Please describe and attach separate sheet if needed):

Exhibit A

Response Form 3

Town of Farragut Banking RFP Bank Service Fees

General Banking Services	Average Monthly Volume	Per Unit Cost (if applicable)	Estimated Monthly Cost
Account Maintenance	1		
Credits Posted	25		
Items Deposited	37		
Checks Paid & Other Debts	143		
Return Deposit Items	1		
Stop Payments	1		
Coin & Currency Deposited	877		
Wire Transfer Services			
Incoming Wire	3		
ACH Services			
ACH Maintenance	1		
ACH Returns	1		
ACH Received Credit	57		
ACH Received Debit	88		
Total ACH Originated Items	153		
ACH Debit Blanket Block Maintenance	1		
ACH Positive Pay Monthly Maintenance	1		
Reconciliation Services CD-ROM or other			
CD-ROM Maintenance	1		
CD-ROM Items	134		
CD-ROM Disk	1		

Estimated Monthly Banking Charges

\$_____

Exhibit B

**PROPOSAL FOR BANKING SERVICES
TOWN OF FARRAGUT, TENNESSEE**

DEVIATIONS TO THE REQUIREMENTS IN THE RFP

The items below constitute deviations or exceptions to the requirements listed in the RFP for Banking Services:

<u>PAGE</u>	<u>PARAGRAPH OR ITEM NUMBER</u>	<u>DEVIATION</u>	<u>DESCRIPTION OF REASON</u>

Signature	
Typed Name	
Title	
Date	

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Janet Wedekind, Human Resources Manager

SUBJECT: Approval of the Updates to the Personnel Policies and Procedures Manual

INTRODUCTION: Since adoption in 2012, there have been changes in federal law, state law, and Supreme Court rulings which affect the language in the current *Human Resources Policies and Procedures Handbook*. A draft updated *Human Resources Policy and Procedures* is attached for your consideration.

BACKGROUND: The *Human Resources Policy and Procedures Handbook* was approved by the Board of Mayor and Aldermen in November 2012. Since that time, on the federal level, the Affordable Care Act (ACA) legislation has been fully implemented, the Defense of Marriage Act (DOMA) was declared unconstitutional, and additional legislation in the American with Disabilities Act (ADA) arena was passed. The State of Tennessee passed an Abusive Conduct legislation that affects solely the public sector and firearm legislation that affects the all workplaces and Town parks.

DISCUSSION: Please refer to the attached summary of changes made to the 2012 Handbook. The summary provides the draft handbook page number and the items changed. Please note that the Board of Mayor and Aldermen approved the *Abusive Conduct* policy and the *Compensation Plan* previously. These policies were inserted into this draft handbook.

Two new policies document current Town practice. The first is the *Recognition Program* that was a practice in 2008 when the HR Manager was employed. The *Separation and Return of Town Property* is also a new policy to document current Town practice.

As a result of a review by our attorneys, Tom Hale and Edward Phillips, eleven (11) items listed under the "improved language" section include policies where the language was changed to address the new legal decisions that have occurred since 2012, changes in technology usage, clarifying language, strengthening the language, and clarification of the Workplace Violence/Harassment policy. The Firearms and Weapons policy language was carved out of the Harassment policy to clarify language and to be compliant with Tennessee state law.

The *Tuition Reimbursement* and *Employee Development* policies both include a change that requires employees to reimburse the pro-rated cost of their training should they voluntarily leave Town employment in less than two years.

The Personnel Committee met on October 17, 2017 to review the draft manual and agree with the updated policies as presented.

RECOMMENDATION BY: HR Manager Janet Wedekind and Town Attorney Tom Hale for approval

PROPOSED MOTION: Approval of the *Human Resources Policies and Procedures* as attached

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	_____	_____	_____	_____	_____

Summary of all *Policy and Procedures* changes from 2012 document

Highlighted changes are color-coded to reference the reason for the change

- Previously approved by the BOARD of Mayor and Aldermen:
 - Compensation Plan – Article IX-Sections A and B p24-25
 - Abusive Conduct – p59-62
- **FEDERAL LAW:**
 - ADA—inserted language pp48,51 – Policy pp68-69
- **STATE LAW:**
 - Firearm and Weapons - p67
- **Documenting current practice**
 - Employee Recognition p28-29
 - Separation and the Return of Town property – p74
- **Improved Language**
 - Narrowed the types of employee classifications based on the ACA federal legislation: Regular full-time employee, Regular part-time employee, seasonal employee - pp13-14,21
 - Background checks – clarified language to conform to the EEOC's recommended factors to avoid disparate impact discrimination claims - p20
 - Re-employment – strengthened/clarified language - p22
 - Promotional eligibility – eliminated #3 p31 to allow Town Administrator to promote the best candidate
 - Employee Development – strengthened/clarified language #4 – p34
 - Complaint & Disciplinary Appeal - clarified language - p37
 - EAP – improved language to clarify mandatory EAP referral situations – pp 54-56
 - Tuition Reimbursement – added #9 - p57
 - Removed Section B of Article XIX from the Article and made it stand alone as Article XX Firearms and Weapons- pp 63 and 67
 - Smoking and Tobacco Policy – strengthened/clarified language – p72
 - Social Media/Social Networking – updated verbiage and added the last paragraph – pp 76-77

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Bud McKelvey, Public Works Director

SUBJECT: 2017-2018 Snow Removal Schedule and Road Additions

INTRODUCTION: Each year, staff evaluates the Snow Removal Schedule and Map as new neighborhoods are developed, and roads are added. Many factors are taken into consideration during Road evaluations; for example, elevation, number of houses, north facing slopes, amount of shade and trouble areas reported by citizens. Due to this, staff has updated the Snow Removal Schedule and Snow Removal Map to reflect the roads that have been added.

BACKGROUND: The updated Snow Removal Map and Snow Removal Schedule are attached for review. On the attached Snow Removal Schedule, the newly added roads have been highlighted in yellow. On the Snow Removal Map, first priority roads are marked in red and the secondary roads are in blue.

The following roads have been added:

First Priority Roads

- ❖ None Added

Secondary Level Priority Roads

- ❖ Split Rail Lane
- ❖ Briarstone Lane
- ❖ Barnsley Road
- ❖ Witherspoon Lane (into the new phase)

DISCUSSION: To continue maintaining the roads at a highly effective level during winter storms or icy conditions, it would be necessary to add the streets listed above.

RECOMMENDATION BY: Bud McKelvey, Public Works Director

PROPOSED MOTION: Approval of the 2017-2018 Snow Removal Schedule and road additions.

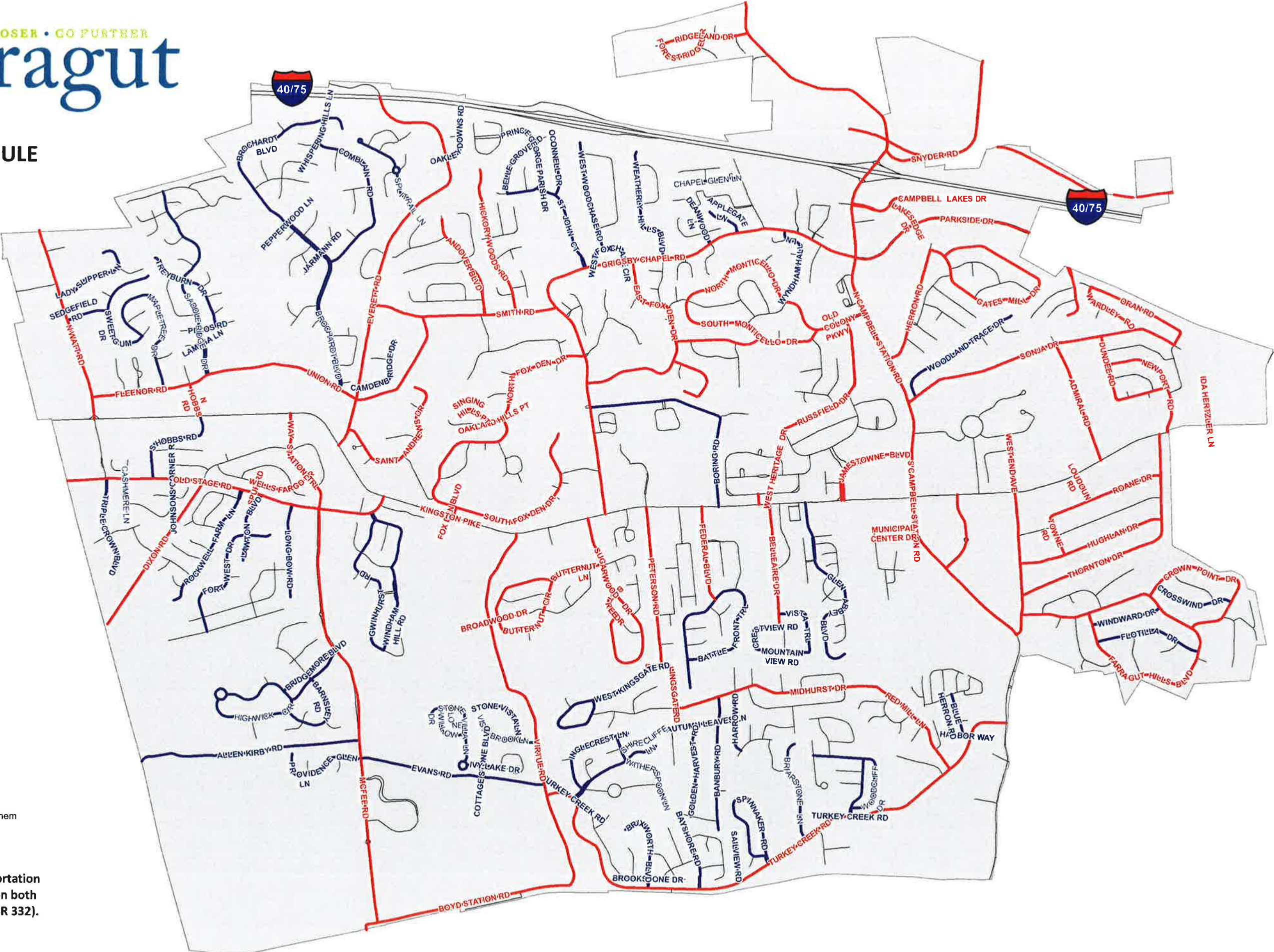
BOARD ACTION:

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
SNOW REMOVAL SCHEDULE
Winter 2017-2018



1 in = 2,250 ft

Snow Removal Priority

- First Priority Streets
- SnowRemoval2ndPrioritySts_noallofthem
- Streets
- Municipal Boundary

NOTE: Tennessee Department of Transportation (TDOT) is responsible for snow removal on both Kingston Pike (SR 1) and Concord Road (SR 332).

Revised November 16, 2017

FIRST PRIORITY SCHEDULE

TRUCKS #7 and #13

- 1. Intersection of Campbell Station Road & Grigsby Chapel Road
- 2. Intersection of Campbell Station Road & K.P.
- 3. N Campbell Station Rd & S Campbell Station Rd
- 4. Brooklawn Street
- 5. West End Avenue and School Entrances
- 6. Municipal Center Drive
- 7. Parkside Drive
- 8. Turkey Cove Lane
- 9. Campbell Lakes Drive
- 10. Lakesedge Drive

TRUCK #7

- 1. Ridgeland Drive & Forest Ridge Circle
- 2. Snyder Road
- 3. Outlets Drive
- 4. Grigsby Chapel Road
- 5. Smith Road
- 6. Smith Road & Boring Road Intersection
- 7. Intersection of Smith Road & Kingston Pike
- 8. Intersection of Peterson Road & Kingston Pike
- 9. Intersection of Chaho Road & Kingston Pike
- 10. Federal Boulevard
- 11. Intersection of Old Stage Road & K.P.
- 12. Old Stage Road
- 13. Dixon Road
- 14. Intersection of Watt Road & Kingston Pike
- 15. Watt Road
- 16. Intersection of Everett Road & K.P.
- 17. Everett Road
- 18. St. Andrews Drive

TRUCK #13

- 1. Intersection of Campbell Station Road & Sonja Drive
- 2. Intersection of Campbell Station Road & Herron Road & curve on Herron Road
- 3. Intersection of Campbell Station Road & Old Colony Parkway
- 4. Old Colony Parkway
- 5. Russfield Drive
- 6. Jamestown Boulevard
- 7. Peterson Road
- 8. East Kingsgate Road
- 9. Midhurst Drive to Red Mill Lane

- 10. Red Mill Lane
- 11. Intersection of Turkey Creek Road & Red Mill Lane
- 12. Intersection of Turkey Creek Road & Concord Road
- 13. Turkey Creek Road
- 14. Virtue Road
- 15. Boyd Station Road & keep railroad clear for Rural Metro
- 16. McFee Road
- 17. Way Station Trail
- 18. Spur Road
- 19. Wells Fargo from Spur to Way Station Trail

TRUCK #8

- 1. Intersection of Russgate Blvd & Kingston Pike
- 2. Belleaire Drive
- 3. Intersection of Boring Road & Kingston Pike
- 4. Sugarwood Drive
- 5. Butternut Circle & Butternut Circle to Virtue Road
- 6. Intersection of Virtue Road and Kingston Pike
- 7. East Fox Den Drive
- 8. Axton Drive
- 9. Clover Fork Drive
- 10. South Monticello Drive
- 11. North Monticello Drive
- 12. Smith Road (Grigsby Chapel Road to Everett Rd)
- 13. Andover Boulevard
- 14. Hickory Woods Road
- 15. North Fox Den Drive
- 16. Singing Hills Point
- 17. South Fox Den Drive
- 18. Union Road
- 19. North Hobbs Road
- 20. Fleenor Road

TRUCK #19

- 1. Farragut Hills Boulevard
- 2. Crown Point Drive
- 3. Thornton Drive
- 4. Hughlan Drive
- 5. Towne Road
- 6. Roane Drive
- 7. Loudoun Drive
- 8. Admiral Drive
- 9. Sonja Drive
- 10. Intersection of Sonja Drive & Woodland Trace Dr.

- 11. Oran Road
- 12. Wardley Road
- 13. Dundee Road
- 14. Newport Road
- 15. Ida Hertzler Lane
- 16. Herron Road
- 17. Gates Mill Drive

SECONDARY PRIORITY SCHEDULE (as available)

A.

- 1. Lady Slipper Lane
- 2. Sedgfield Road
- 3. Sweetgum Drive
- 4. Mapletree Drive
- 5. Cool Springs Blvd.
- 6. Spring Water Lane
- 7. Saddle Ridge Drive
- 8. Treyburn Drive
- 9. Brochardt Boulevard
- 10. Whispering Hills Lane
- 11. Comblain Road
- 12. Camdenbridge Drive
- 13. Split Rail Lane
- 14. Oakley Downs Road
- 15. St. John Court
- 16. Prince George Parrish Rd
- 17. Belle Grove Road
- 18. O'Connell Drive
- 19. Weatherly Hills Blvd
- 20. Deanwood Lane
- 21. Applegate Lane
- 22. Altimira Drive Entrance
- 23. Wyndham Hall Lane
- 24. West Fox Chase Circle
- 25. West Woodchase Road
- 26. Chapel Glen Lane

B.

- 1. Shirecliffe Lane
- 2. Witherspoon Lane
- 3. Inglecrest Lane
- 4. Brixworth Boulevard
- 5. Bayshore Road
- 6. Sailview Road
- 7. Spinnaker Road
- 8. Briarstone Lane
- 9. Lake Heather Road

- 10. Woodcliff Drive
- 11. Harbor Way to condo's entrance
- 12. Blue Herron Road
- 13. Anchorage Circle
- 14. Harrow Road
- 15. Golden Harvest Road
- 16. Banbury Road
- 17. West Kingsgate Road
- 18. Battle Front Trail
- 19. Chaho Drive

C.

- 1. South Hobbs Road
- 2. Triple Crown Boulevard
- 3. Cashmere Lane
- 4. Johnsons Corner Road
- 5. Rockwell Farm Lane
- 6. Lawton Boulevard
- 7. Fort West Drive
- 8. Long Bow Road
- 9. Somersworth Drive
- 10. Windham Hill Road
- 11. Gwinhurst Road
- 12. Bridgemore Boulevard
- 13. Highwick Circle
- 14. Barnsley Road
- 15. Allen Kirby Road
- 16. Providence Glen Lane
- 17. Evans Road
- 18. Cottage Stone Boulevard
- 19. Stone Villa Lane
- 20. Lone Willow Drive
- 21. Stone Vista Lane
- 22. Vista Brook Lane

D.

- 1. Woodland Trace Drive
- 2. Crosswind Drive
- 3. Windward Drive
- 4. Flotilla Drive
- 5. Crestview Road
- 6. Mountain View Road
- 7. Vista Trail
- 8. Glen Abbey Boulevard
- 9. Boring Road

AGENDA NUMBER VIII.C. MEETING DATE December 14, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal from Fulghum, MacIndoe & Associates, Inc. for Engineering Services for Greenway Connection Under Kingston Pike at North Fork Turkey Creek

INTRODUCTION: The purpose of this item is the approval of a proposal for design of a greenway "underpass" of Kingston Pike at the North Fork of Turkey Creek.

BACKGROUND: The Town has long considered the need for a safer crossing of Kingston Pike near the area of Campbell Station Road. While we maintain pedestrian crossing signals at the intersection of these roadways, traffic volumes (and speeds) make that a fairly intimidating location.

During Board discussions of the Capital Investment Program last year, Alderman Markli requested that staff investigate whether a crossing under Kingston Pike through the existing arch bridge might be feasible. Upon review of the design drawings for the bridge, staff determined that a concrete "sidewalk" could be formed on the eastern side of the creek (under the arch) above the normal water elevation. Naturally, this will require pedestrians to pay attention while crossing, favoring the inside portion of the crossing in order to ensure headroom.

The attached proposal from Fulghum, MacIndoe & Associates, Inc. includes all items required for development of right of way and construction plans, with a lump sum fee of \$59,500. Please note that this project includes modeling of North Fork of Turkey Creek, as well as preparation of Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) required by FEMA.

FINANCIAL SECTION:

Project: Smith Road Greenway/Sidewalk			
<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$59,500	\$300,000	\$0	\$240,500
Approved By: 			

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

PROPOSED MOTION: Approval of proposal from Fulghum, MacIndoe & Associates, Inc., for engineering services required for design of greenway connection under Kingston Pike at North Fork of Turkey Creek.

BOARD ACTION:

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

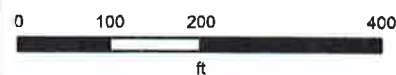
<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>MARKLI</u>	<u>PINCHOK</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



N-S Greenway Connection Under Kingston Pike
Under Arch Bridge at North Fork Turkey Creek

Knoxville - Knox County - KUB Geographic Information System

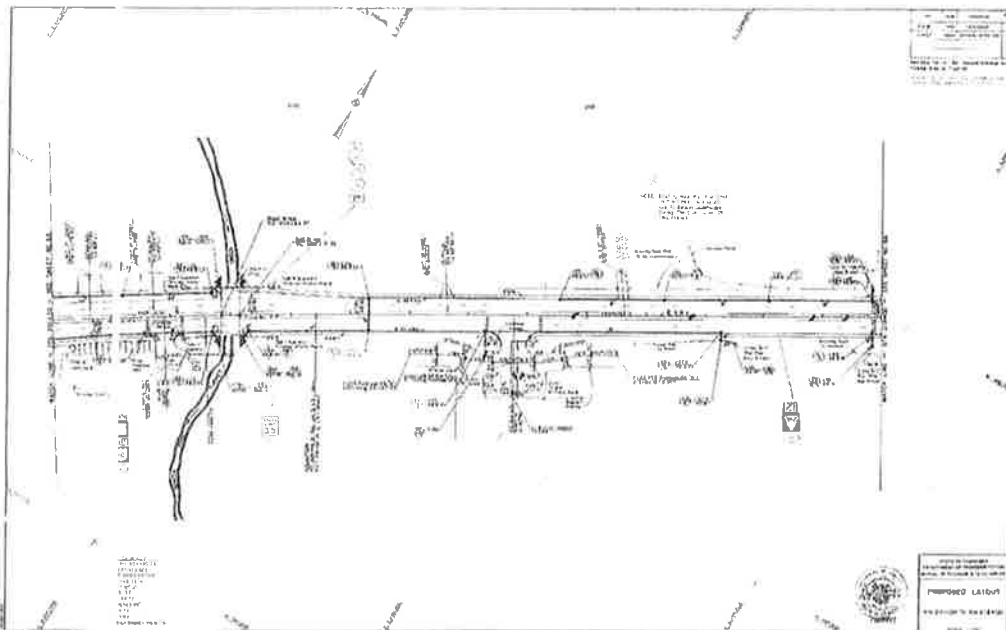
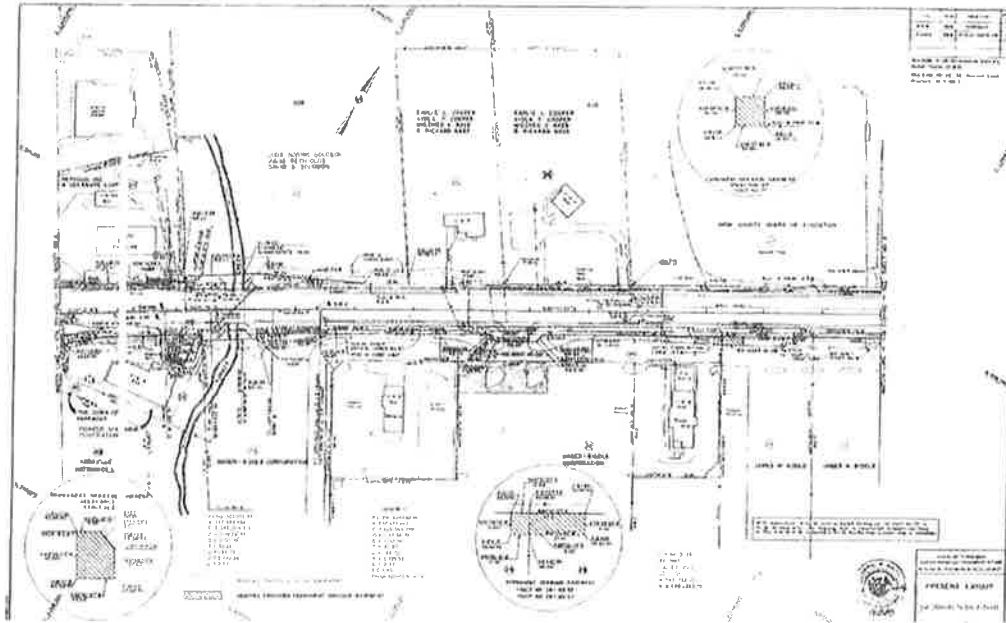
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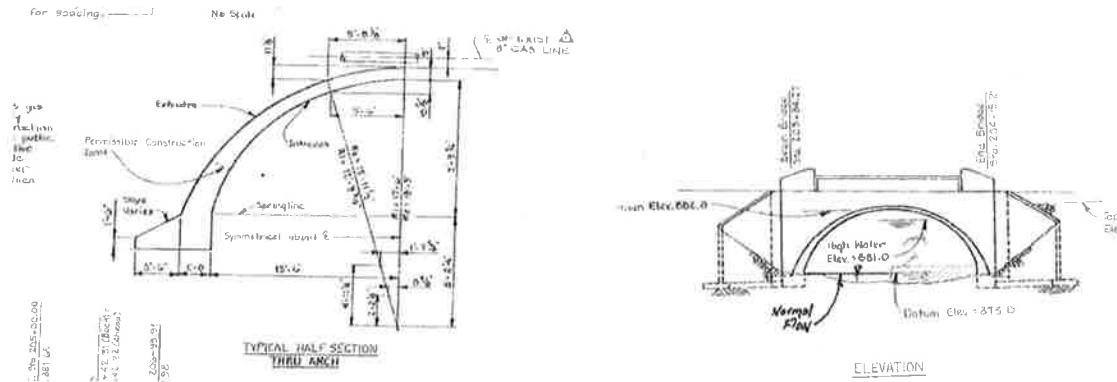
KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from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

Kingston Pike Pedestrian Crossing at North Fork Turkey Creek

Engineering staff has performed a preliminary investigation regarding the possibility of constructing a pedestrian crossing of Kingston Pike through the existing 27' wide arch bridge over the North Fork of Turkey Creek. While the original structure dates to the 1937 improvements to Kingston Pike, the structure was renovated in 1993 as part a widening project. Most likely, the structure would be rated "Good" condition, but this would need to be confirmed by TDOT's Bridge Inspection office.



Given the dimensions of the arch bridge, staff believes that a good connection could be achieved by extending an asphalt trail from the greenway located on the west side of the Brooklawn development to the south side of the bridge. Within the barrel of the arch, a concrete pad could be constructed to withstand high flow rates, approximately one foot above the normal flow line (approximate elevation 874.0). This concrete pad should be constructed across the eastern side of the barrel (a width of 13.5 feet, perhaps) in order to provide adequate clearance under the arched ceiling for a minimum width of 8 feet.



Concerns:

- **Flooding** – The North Fork of Turkey Creek is a FEMA regulated stream. Any constriction of the opening would have an adverse impact to the floodplain. Construction of the concrete pad would surely result in only a minor rise of the flood elevation upstream, but would still require a Letter of Map Revision (LOMR) with subsequent engineering costs.
- **Debris** – Having a trail connection through the bridge presents a maintenance issue, as the stream elevation can easily rise 3-5 feet during fairly modest storm events. Public Works would be required to make routine maintenance visits to remove debris, particularly if a railing is required.
- **Constructability** – The arch shape of the bridge provides a more difficult work environment during construction, as there is no “headroom” where the structure meets the existing stream channel. The arch likely rests on bedrock, so deep excavation might not be necessary. However, all work requiring heavy equipment would be more difficult (and with increased costs). Further, the work would need to be performed “in the dry,” with the stream diverted to one side.
- **Temporary loss of use during/after storm events** – It must be understood that the trail connection would be under water (and closed) during and after storm events.

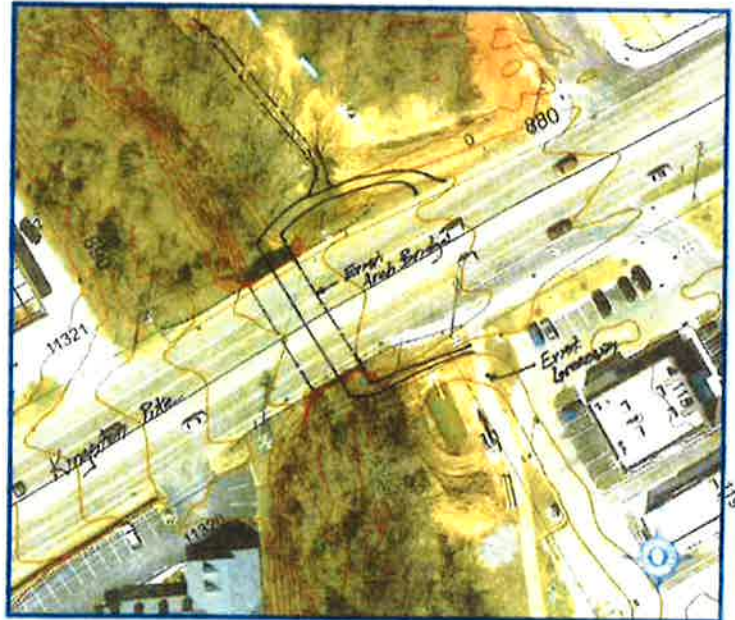
Benefits:

- **Safety** - Any grade-separated crossing of Kingston Pike (particularly within the heart of Farragut) would be a positive step in providing safer passage for pedestrians.
- **Trail connectivity** – The south end of the bridge is located approximately 70 feet away from the greenway at the rear of the Brooklawn Development. On the northern end of the bridge, the trail could easily connect with existing sidewalk on Kingston Pike. Another consideration is the possibility of constructing a greenway from this northern end along the western side of North Fork of Turkey Creek (along First Utility District’s easement) to the Town’s Outdoor Classroom.

Greenway at KP/N. Fork Turkey Creek

Town of *Farragut*

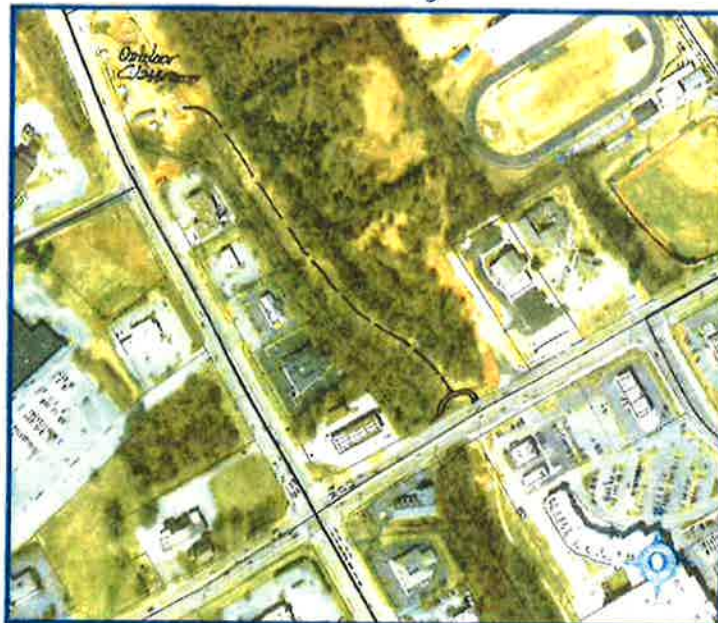
- Legend**
- Town Limit
 - 2 Foot Contour
 - 4 Foot Contour
 - 10 Foot Contour
 - 20 Foot Contour
 - 100 Foot Contour
 - All Contours
 - ▭ Parcels
 - INTERSTATE
 - LOCAL COLLECTOR
 - MAJOR ARTERIAL
 - MAJOR COLLECTOR
 - MAJOR ARTERIAL
 - Road
 - Red Band_1
 - Green Band_2
 - Blue Band_3
 - ▭ Knox Boundary
- 1 inch = 50 feet



Greenway Tie to Outdoor Classroom

Town of *Farragut*

- Legend**
- Town Limit
 - ▭ Parcels
 - INTERSTATE
 - LOCAL COLLECTOR
 - MAJOR ARTERIAL
 - MAJOR COLLECTOR
 - MINOR ARTERIAL
 - Road
 - Red Band_1
 - Green Band_2
 - Blue Band_3
 - ▭ Knox Boundary
- 1 inch = 257 feet



TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Kingston Pike Greenway at North Fork

Location: Kingston Pike at Campbell Station Road.

Description of Project: Design for a new Greenway through the existing bridge under Kingston Pike adjacent to the Kroger development and Rick Terry Jewelry.

1. **Professional Services.** Consultant 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 Consultant for the Basic Services as follows: A lump sum fee of \$59,500, including reimbursable expenses. In addition, Client shall pay Consultant 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.** Consultant shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before August 20, 2020. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Consultant before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall 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 Consultant, 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 Consultant, Consultant will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

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

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

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

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 Consultant, Client shall pay Consultant all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Consultant's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Consultant's failure to perform as required by this Agreement.

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

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

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

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to the general liability arising out of acts or omissions caused other than from professional services performed by or on behalf of the Consultant. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

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

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Consultant, to the fullest extent permitted by law, the parties agree to allocate the risks such that Consultant's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Consultant's services under this Agreement from any cause or causes shall not exceed the amount of Consultant's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of available insurance coverage Consultant has at the time of the claim 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 Consultant represents the judgment of one or more Consultant design professionals and is supplied for general guidance of Client. Since Consultant has no control over the construction marketplace and does not use the same pricing methods used by Consultants, Consultant does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Consultant shall defend, indemnify and hold harmless the Client, its officers and employees from liabilities which arise against the Client, its officers, employees for lawsuits, claims, demands, losses or damages, including reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions by Consultant, its employers, agents or Consultants in performance of this Agreement or from the Consultant's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the negligence of the Client, its agents or employees.

b. The Consultant shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client to the extent losses and damages are caused by Consultant's negligent acts related to liability referenced above.

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

16. **Miscellaneous.**

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

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

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

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

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

f. In the 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 reasonable attorney's fees, court costs, and other expenses of the legal action if awarded either by agreement, verdict, judgment of the court, or arbitration award.

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONSULTANT:

By:  _____

Printed
Name: William C. Fulghum, Jr., P.E.

Title: Principal

Date: December 7, 2017



November 13, 2017

Mr. Darryl Smith, P.E.
Town Engineer
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Re: Kingston Pk. Greenway at North Fork – Civil Engineering Agreement

Mr. Smith:

Thank you for inviting Fulghum, MacIndoe, & Associates, Inc. (FMA) to be a member of your project team. We understand that the project will include design and permitting for a greenway through the existing bridge under Kingston Pike at North Fork in Farragut, TN. If accepted, the following is our agreement for Civil Engineering services. At this time, we understand our initial scope will include:

- Preliminary due diligence activities, site visit, and coordination;
- Topographic survey of the probable greenway location and of the existing bridge;
- Prepare a preliminary site layout of the greenway for your review;
- Once the layout is preliminarily approved, we will use the USACE HEC-RAS computer model and prepare a hydraulic analysis of the existing bridge and proposed greenway through the bridge. If the results are acceptable to the Town, we will prepare a Conditional Letter of Map Revision (CLOMR) and submit it to you for review;
- We will incorporate your CLOMR comments and submit this to FEMA for their review. During this process, we will coordinate with FEMA's reviewers and make revisions as related to the greenway project;
- Per your direction, we will proceed at risk with the construction plans or will wait until the CLOMR is approved by FEMA. These plans will include layout of the greenway, paving, grading, erosion prevention and sediment control, storm drainage, and related details (e.g., pavement thickness, EPSC structures);
- Stormwater Pollution and Prevention Plan (SWPPP) if required for the disturbed areas and a general Aquatic Resource Alteration Permit (ARAP) for the greenway through the bridge;
- Submit construction documents for your review, incorporate comments, and reissue plans if necessary;
- We will assist you during the bidding and negotiations phase to coordinate with the prospective bidders to answer questions, issue addendums, etc.;
- During construction, we will provide the following services as needed: field and office coordination including answering contractor's questions, reviewing shop drawings, working with the owner to coordinate field changes, and review

change orders. We have assumed 40 hours for these activities. Additional effort beyond this budget will be invoiced on an hourly rate basis per prior approval from the Town;

- Following construction, we will perform a topographic survey as needed, will provided a hydraulic analysis, and will prepare a Letter of Map Revision (LOMR). We will submit this for the Town's review and incorporate comments. Once complete, FMA will submit the LOMR to FEMA for their review. During this process, we will coordinate with their reviewers and make revisions as related to the greenway project.

At this time, we have not included budgets for the following services and/or reimbursable expenses; some may not be necessary for the project. We will be happy to furnish estimates for these upon request:

- Boundary surveys;
- Traffic control plans, infrastructure design outside of the proposed project areas (e.g., roads, utilities, sidewalks), lighting, utilities, landscaping, and retaining walls;
- Environmental permitting (e.g., wetlands, ARAP, Sinkhole);
- Property entitlement (i.e., Rezoning, UOR, BZA);
- Right-of-Way and easement permitting (e.g., TDOT);
- Reproductions and permitting fees;
- Changes in scope of work including value engineering.

The total fixed fee for this project is \$59,000 plus reimbursable expenses for the following:

- | | |
|--|----------|
| ▪ Preliminary Engineering (Topographic Survey and CLOMR) | \$21,800 |
| ▪ Construction Documents | \$12,200 |
| ▪ Bidding and Construction Administration | \$ 5,600 |
| ▪ Post Construction (Topographic Survey and LOMR) | \$19,400 |

Additional services will be billed in excess of the base contract amount and on an hourly rate basis of \$170/hr. for Principals, \$130/hr. for Senior Civil Engineers, \$110/hr. for Civil Engineers, \$100/hr. for Senior Designers, \$90/hr. for Engineering Interns, \$85/hr. for Designers, and \$80/hr. for Construction Representatives. Reimbursable expenses will be billed at cost times a multiplier of 1.15; this includes expenses incurred by Fulghum, MacIndoe, & Associates, Inc. and/or consultants directly related to the project.

Please reference the attached Terms and Conditions, which will be applicable to these activities. Invoices will be sent out once a month based upon the completed effort for services performed during the previous billing period. The invoice will be emailed no later than the 10th day of every month and payment is due and payable upon receipt.

Again, we appreciate participating as a member of your project team and look forward to helping you make this a successful project. Please contact us if you have any questions.

Mr. Smith
November 13, 2017
Page 3 of 3

Thank you,

A handwritten signature in black ink, appearing to read "William C. Fulghum, Jr.", with a stylized flourish at the end.

William C. Fulghum, Jr., P.E.

APPROVAL / NOTICE TO PROCEED:

By: _____ Date: _____



FULGHUM, MACINDOE, & ASSOCIATES, INC.
BILLING RATES AND EXPENSE POLICIES
 May 2015

STANDARD RATES

Principal	\$170
Senior Civil Engineer	\$130
Senior Structural Engineer	\$150
Senior Electrical Engineer	\$150
Civil Engineer	\$110
Structural Engineer	\$110
Electrical Engineer	\$120
Senior Designer	\$100
Engineering Intern	\$ 90
Designer	\$ 85
Construction Representative	\$ 80

These rates may be adjusted on an annual basis.

EXPENSES

FMA project expenses typically include mileage¹, reproductions (e.g., plans, project manuals, permits), field stakes, flagging, parking (project related), or other materials and items necessary to complete each specific phase of the project.

Reimbursable expenses will be billed at cost times a multiplier of 1.15; this includes expenses incurred by Fulghum, MacIndoe, & Associates, Inc. and/or consultants directly related to the project.

¹ FMA current mileage rate is \$0.565/mile. This may vary based on fluctuations of the IRS standard mileage rate.

AGENDA NUMBER VIII. D.MEETING DATE December 14, 2017**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Proposal from Vaughn & Melton Consulting Engineers, Inc. for Engineering Services for Virtue Road Improvements, from 2200 feet South of Broadwood Drive to 700 feet South of Kingston Pike.

INTRODUCTION: The purpose of this item is the approval of a proposal for design of reconstruction of Virtue Road, from 2200 feet south of Broadwood Drive to 700 feet south of Kingston Pike. The project will include two 12' lanes with curb & gutter, a 12' multi-use greenway and a new bridge over Little Turkey Creek.

BACKGROUND: During Board discussions of the Capital Investment Program earlier this year, the Board identified Virtue Road as a major priority. The roadway extends from Boyd Station Road to Kingston Pike (app. 8400 feet), and will likely be completed in three phases over the next several years. This project is Phase 1, and will include approximately 3700 linear feet of Virtue Road, as shown on the attached map. The alignment will correct the sharp curvature south of the Harville property, and extend northward to 700 feet south of Kingston Pike. This northern terminus was the beginning of a similar project to improve the intersection of Kingston Pike and Virtue Road that was completed in 2000.

Future phases of improvements to Virtue Road will likely include a second phase (from the southern end of this project to Turkey Creek Road) and a third phase (from Turkey Creek Road to Boyd Station Road). The second phase is currently shown in our 5-year CIP to begin design in FY2022.

The attached proposal from Vaughn & Melton Consulting Engineers, Inc. includes all items required for development of right of way and construction plans, with a lump sum fee of \$421,500.

FINANCIAL SECTION:**Project:** Smith Road Greenway/Sidewalk

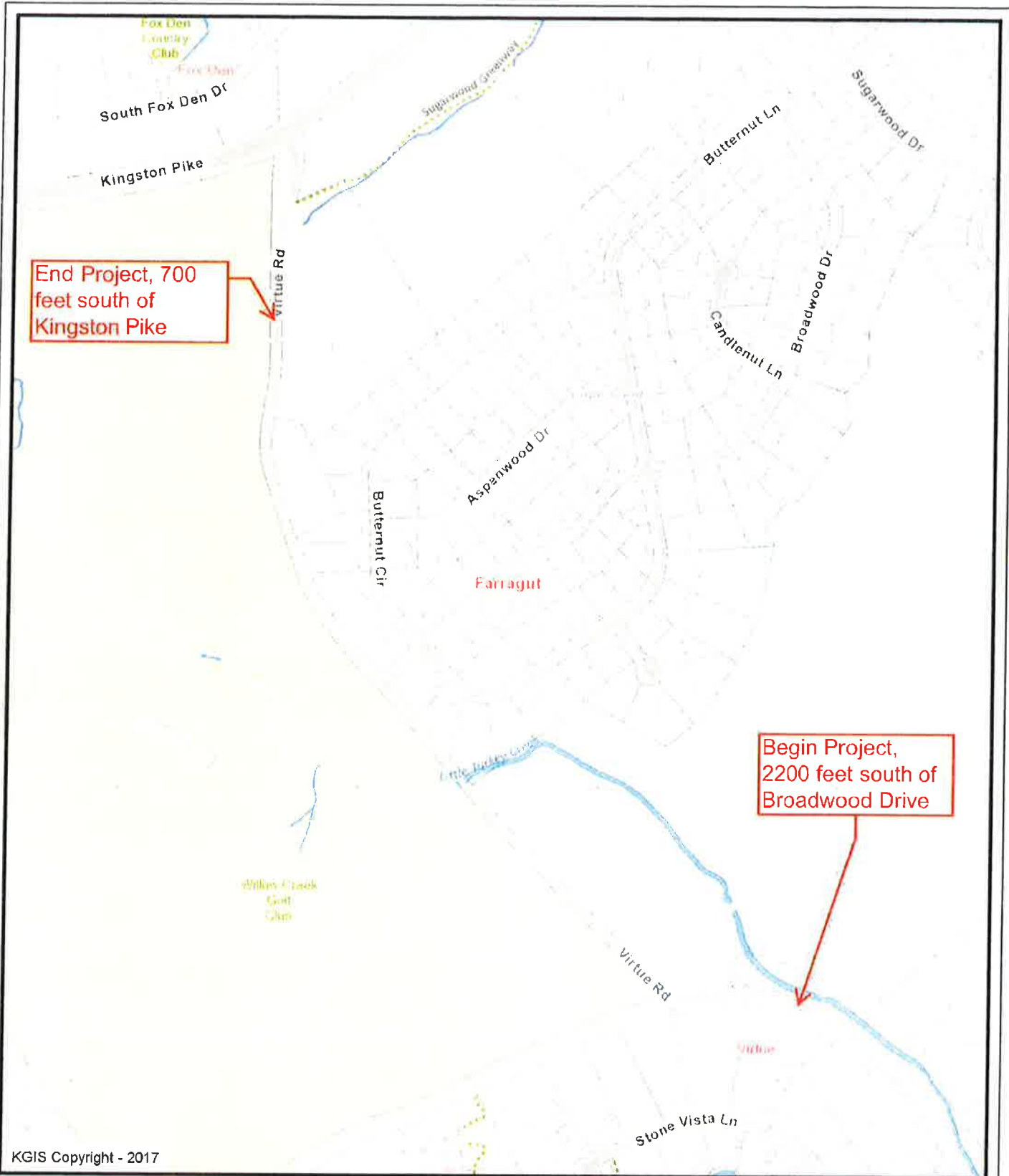
<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$425,000	\$421,500	\$0	\$3,500

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

PROPOSED MOTION: Approval of proposal from Vaughn & Melton Consulting Engineers, Inc., for engineering services required for design of improvements to Virtue Road, from 2200 feet south of Broadwood Drive to 700 feet south of Kingston Pike.

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

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



KGIS Copyright - 2017

Virtue Road Improvements

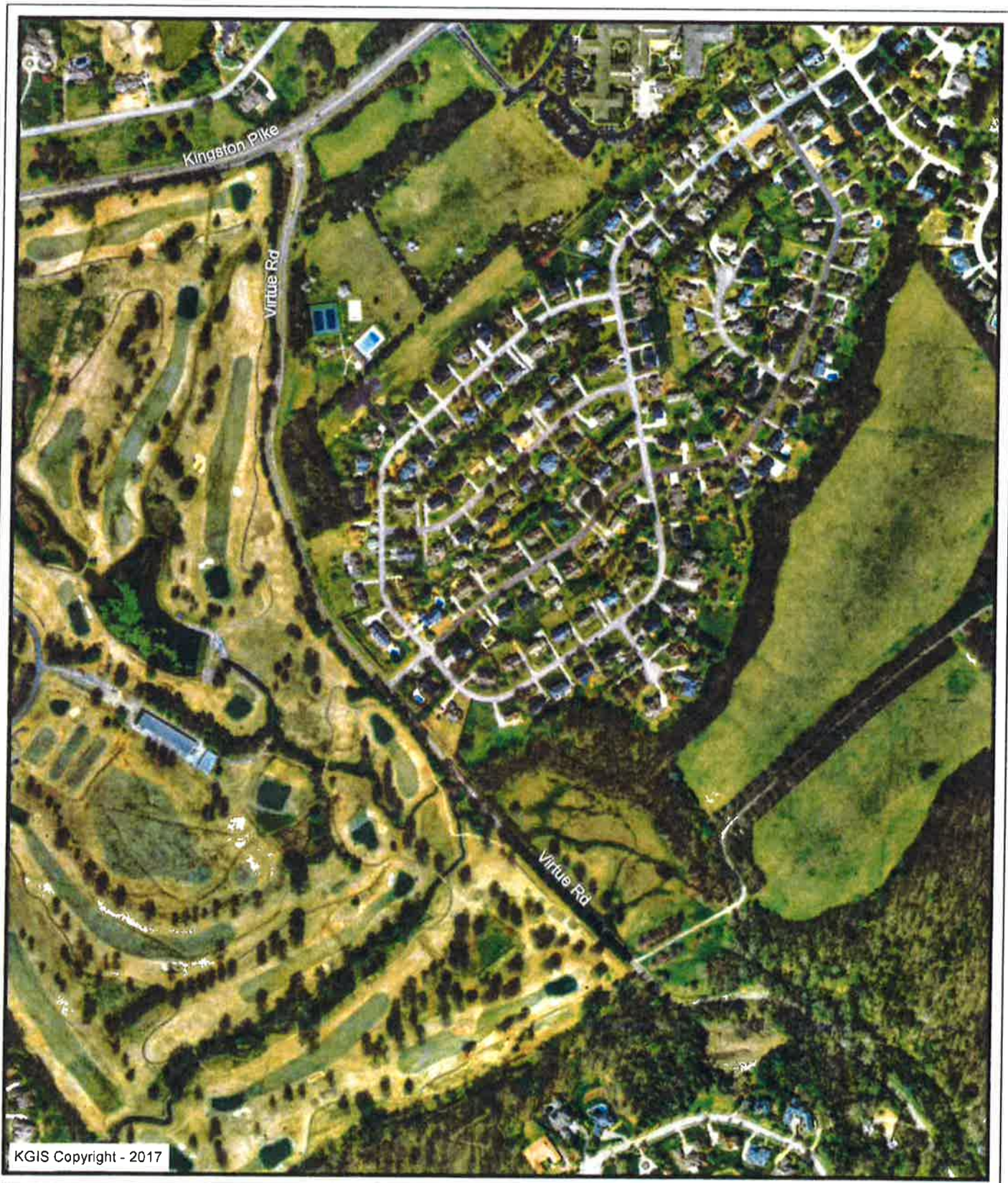
2200 Feet South of Broadwood Drive to 700 feet South of Kingston Pike

Knoxville - Knox County - KUB Geographic Information System

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



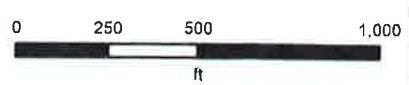
KGIS Copyright - 2017

Virtue Road Improvements

2200 Feet South of Broadwood Drive to 700 feet South of Kingston Pike

Knoxville - Knox County - KUB Geographic Information System

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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Virtue Road Improvements – Phase 1

Location: Virtue Road from approx. 700' south of Kingston Pike and extending approx. 3,700' to the south

Description of Project: Roadway reconstruction and widening, bridge replacement, shared use path, closed storm sewer system (see Attachment A, Scope and Fee Proposal, for a complete listing of services to be provided)

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of **\$421,500.00**, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before **(see Attachment A)**. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

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

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

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

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

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

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the 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: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: David T. Harrell

Printed
Name: David T. Harrell

Title: Regional Vice President

Date: 12/4/17



Vaughn & Melton
Consulting Engineers

1909 AILOR AVENUE
KNOXVILLE, TN 37921
P. 865.546.5800
F. 865.546.4714

November 30, 2017

Mr. Darryl Smith
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

RE: Scope and Fee Proposal for Professional Services
Virtue Road Improvements Project

Dear Mr. Smith,

Vaughn and Melton (V&M) is pleased to offer the following scope and fee proposal for the Virtue Road Improvements Project, as outlined and discussed at our meeting last week. Below is a detailed task description of our scope of services with corresponding fees for each task.

Task 1 – Boundary/Topographic Field Survey and Data Collection:

- Collect all existing available data from KGIS, USGS surveys, etc.
- Field survey all above ground features in the roadway corridor and surrounding area, locate existing right-of-way and property corner markers, and take ground elevation shots to establish the surface of the existing terrain.
- Research right-of-way and property information (deeds, plats).
- Obtain available record drawings and data from utility owners.
- Process all gathered data in TDOT format to provide the base map drawings for the design phase.

Task 2 – Geotechnical Investigation:

- Locate extents of closed depression near the north end of project
- Layout of proposed boring locations
- Nine total borings: six borings (6'-10') spaced at roughly even intervals along the roadway corridor; two borings to refusal (assumed at 40') plus 10' of rock core at the bridge over Little Turkey Creek; and one boring to refusal (assumed at 40') near the closed depression
- Traffic control for borings near the roadway
- Backfilling and patching of all borings (including cold patch asphalt repair for borings in existing roadway)
- Laboratory testing of soil and rock samples, engineering analysis, and final report

GEORGIA
KENTUCKY
NORTH CAROLINA
SOUTH CAROLINA
TENNESSEE

VaughnMelton.com

Your Project. Our Promise.



Task 3 – Preliminary and Right-of-Way Design:

- Includes all design services through completion of final right-of-way plans.
- Hydrologic analysis for delineating drainage features and calculating runoff volumes
- Horizontal and vertical geometry
- Typical cross sections
- Driveway and side street connections
- Right-of-way and property maps
- Storm sewer, culvert, and drainage hydraulic design
- Grading plan and drainage map
- Bridge design – anticipated structure size is 49' wide by 68' long (two 34' spans), cast-in-place concrete deck on prestressed girders
- Erosion prevention and sediment control plan
- Coordinate with all utilities within the project limits
- Roadway cross sections (at 50' interval)
- Traffic control plan (with detours)
- Preliminary estimate of construction quantities and costs
- Public meetings and meetings with City Staff and Officials (4 meetings)

Task 4 – Legal Descriptions and Plats for Property Acquisition:

- Provide legal descriptions and plat exhibits for up to sixteen property tracts
- Not included – all fees associated with the recording of plats and legal documents

Task 5 – Environmental Permitting:

- Delineation of existing wetlands
- Prepare a Storm Water Pollution Prevention Plan (SWPPP) and NPDES permit application, submit to TDEC and respond to TDEC comments
- Conduct a FEMA floodway/floodplain study to determine project effects on Little Turkey Creek
- Prepare either a No-Rise Certification or a Conditional Letter of Map Revision (CLOMR), depending on the results of the study described above, and submit to FEMA for approval
- If a CLOMR is required, an Endangered Species Act study will be conducted to demonstrate that the project is in compliance. This study includes assessment of tree habitat for endangered bats.
- A final LOMR will be required after construction of the project is complete, which will be based on either the original construction plans (if no major construction revisions occur) or as-built plans.

- Prepare an Aquatic Resources Alteration Permit (ARAP) / Section 404 General Permit application for the bridge replacement. Not included – mitigation fees (if necessary)

Task 6 – Final Design and Construction Documents:

- Includes all design services through completion of final construction documents
- Public meetings and meetings with City Staff and Officials (2 meetings)
- Finalize the design that was developed in Task 3, including all necessary construction details
- Prepare final construction documents (plans, bid specifications package, and construction cost estimate) and submit to Town Staff for final review, respond to review comments

Task 7 – Bidding Phase Services:

- Attend one pre-bid meeting
- Respond to bidders' questions and comments
- Prepare addendums as needed
- Prepare final bid tabulation and recommendation of award

Any services not associated with the tasks outlined above are not included in this proposal. These services include, but are not limited to, the following:

- Landscape design
- NEPA documentation
- Retaining wall design
- Traffic impact studies
- Traffic signal design
- Roadway lighting design
- Utilities relocation design
- Right-of-way acquisition and negotiation services
- CEI and construction phase services

Proposed Lump Sum Fees:

Task 1 = \$ 27,100

Task 2 = \$ 21,000

Task 3 = \$ 165,300 *See Note 1 on next page

Task 4 = \$ 9,200

Task 5 = \$ 62,300 *See Note 2 on next page

Task 6 = \$ 130,200 *See Note 3 on next page

Task 7 = \$ 6,400

Total Project Fee = \$421,500

Note 1: Bridge design accounts for \$26,000 of the fee for this task.

Note 2: If the flood modeling study dictates that we only need a No-Rise Certification versus a CLOMR and LOMR, then the \$62,300 fee for Environmental Permitting will be reduced to \$43,700 (difference of -\$18,600).

Note 3: Bridge design accounts for \$52,000 of the fee for this task.

Schedule: We anticipate that data collection and field survey will begin in late December 2017 or early January 2018. Final Right-of-Way Plans will be completed by the end of July 2018. This will be followed by right-of-way and easement acquisition (by others), and production of final construction documents (schedule to be determined).

We propose to bill the services listed above on a lump sum basis, with the percent complete for each task noted on each invoice. If additional services are required beyond those listed in this proposal, they will be billed on an hourly basis according to the attached rate sheet.

Should you have any questions regarding this proposal, please contact me or Jason Elliott at 865-546-5800. We appreciate the opportunity to work with you on this project.

Sincerely,

Vaughn & Melton Consulting Engineers, Inc.

A handwritten signature in blue ink that reads "David T. Harrell". The signature is fluid and cursive, with the first name "David" and last name "Harrell" clearly distinguishable.

David T. Harrell, P.E.
Regional Vice President

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Leisure Services Director

SUBJECT: Approval of Contract for McFee Park Surveying Services

ATTACHMENTS: Surveying Contract with Benchmark; Master Plan Map

BACKGROUND: The Board of Mayor and Aldermen recently approved a contract with Ross/Fowler for design services for Phase 3 of McFee Park. Development of this phase will include mass grading of the site; road connection from the current road to a new entrance on McFee Road; site utility systems (water, sewer and underground electric) for the entire project including stubouts for work in future phases; stormwater system for project including stubouts for work in future phases; east pavilion and restroom; east pavilion parking lot and associated parking lot lighting; great lawn; and the walking trail loop around the great lawn along with associated lighting.

DISCUSSION: The next step in the process for this phase of McFee Park is completing a topographical survey of the majority of the undeveloped property. Included in this packet is a proposed contract with Benchmark Associates, Inc. for a cost of \$54,575.

The staff recently reviewed responses to a request for qualifications that included surveying. The staff felt Benchmark Associates was the best fit for this project. They are a highly regarded firm, have worked with the Town of Farragut on numerous occasions and performed the boundary survey and final plat services of the McFee Park properties in 2012.

Details of this contract are:

- The topographic survey will be tied to the perimeter boundaries as represented on the plat of record so no general property survey is necessary. As stated earlier, the boundary survey was performed by Benchmark in 2012 so we feel secure in that information.
- Contract includes clearing, grubbing and surveying of the area indicated in the attached Exhibit A map with the line that says Limit of Individual Tree Identification. This clearing is necessary in order for the surveyor to get correct topographical information and will include any plant materials with a 6" diameter or less. Vegetation is very dense on the majority of the undeveloped park property. This clearing will also be completed in an area that is going to be subject to major earthwork as part of the development of phase 3. As stated earlier by Ross/Fowler staff, the majority of the area to be cleared for future development contains second growth material. One exception is where the future playground is located and members of Ross/Fowler staff will work with the surveyor to identify specimen trees in this and other areas along the limit line before clearing starts and as it continues.
- The west portion of the property was not included in the survey contract because this area will include the majority of the disc golf course which does not require topographical information. This limits the cost of this surveying contract.
- Weather permitting, work on this project will start the week after the contract is approved and will be complete no later than Feb. 28, 2018. A detailed schedule of the number of days required for each step is included in Exhibit A. Additional days were added to the deadline due to office closures during the holidays.
- The price also includes resurveying the immediate areas in to the developed park where construction will tie into phase 3 (i.e. where the current road continues, etc.)

- The price also includes supplying our design consultant with the survey information in a compatible digital format.

Also attached is the approved master plan in color for better definition of the park elements.

RECOMMENDATION BY: Sue Stuhl, Parks & Leisure Service Director for approval.

PROPOSED MOTION: Approval of contract with Benchmark Associates, Inc in the amount of \$54,575 for surveying services of a portion of McFee Park.

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

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



2016 MCFEE PARK MASTER PLAN UPDATE

TOWN OF FARRAGUT



CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (herein "Contract") is made and entered into the 14 day of December by and between the TOWN OF FARRAGUT, TENNESSEE, a municipal corporation, (herein the "Town") and Benchmark Associates, Inc., a Tennessee corporation (herein the "Contractor").

WITNESSETH:

WHEREAS, the TOWN desires to contract with a provider for the **Professional Surveying Services – Topographic Survey for a Portion (approximately 35 unimproved acres, more or less, of the property identified as 917 McFee Road, Farragut, Tennessee being further represented as CLT Map 162, Parcels 014.02, containing 52.19 acres, more or less (herein the "Contract Items"), and**

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into the Contract as an independent contractor and is ready, willing and able to provide the services and/o furnish the services in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.0 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services as specified in the Invitation to Bid issued by the Town and any amendments thereto. The Invitation to Bid and any amendments hereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.0 TERM OF CONTRACT

The deadline for completion of this Contract shall be for **February 28, 2018**. Additional terms of the contract.

3.0 COMPENSATION

3.01 Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "A"** (**\$54,575.00**) may be increased or decreased by

the TOWN under section 4.00 of this contract ("Additional Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02 Payments of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Farragut, 11408 Municipal Center Drive, Farragut, TN 37934. In the event any Contract Items are deemed unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Invitation to Bid number.

4.0 ADDITIONAL SERVICES

In the event the TOWN requests that the CONTRACTOR perform additional services not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products. (See standard rate schedule in Exhibit A.)

5.0 NOTICE TO PROCEED

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed by the TOWN.

6.0 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in the Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other

thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.0 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances and regulations in any manner affecting the provision of the Contract Item and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

8.0 TERMINATION

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.0 WARRANTY

The CONTRACTOR Standard of Care represents that the Contract Items provided shall conform to all applicable standards of care and practice in effect at the time of service is performed. If the CONTRACTOR is notified in writing by the TOWN of any negligent acts or errors furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either" (i) perform again the relevant Contract Items to correct such negligent acts or errors, at no additional cost of the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors.

In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

10.0 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the events of riots, wars, and Acts of God.

11.0 INSURANCE

11.01 Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a

responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02 Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep on force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03 Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04 Certificate of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

12.0 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for damages to persons or property resulting from the negligent acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from claims and expenses and costs including attorney's fees and court costs which are incurred by the TOWN to the extent caused by the negligent acts, errors and omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of the Contract.

13.0 EQUAL EMPLOYMENT OPPORTUNITY

13.01 Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not limited to the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeship.

13.02 Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

14.0 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

15.0 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items. CONTRACTOR is responsible for safety, but only to the extent of their cause of an unsafe act.

16.0 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provisions thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is

understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

17.0 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of the Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

18.0 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution and completion of the Contract Items under this Contract.

19.0 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

20.0 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

21.0 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereto. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Knox County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

22.0 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each

respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

23.0 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

24.0 NOTICES

All notices, demands, and requests required or permitted by this contract shall be in writing and shall be sent by email, air and other courier, or hand delivery as follows:

(i) To: Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

(ii) To: Contractor
Contractor Address

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purposes of notices, demands, and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

25.0 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render

the provision valid, then the provision shall have the meaning which renders it valid.

26.0 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

27.0 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF FARRAGUT,
TENNESSEE**

By: _____
Ralph McGill, Mayor

ATTEST:
By: _____
Town Recorder/Treasurer

CONTRACTOR

By: Benjamin A. Moosma
Its: PRESIDENT

CONTRACTOR'S Mailing Address:
Benchmark Associates, Inc.
10308 Hardin Valley Road
Knoxville, TN 37932

**BENCHMARK ASSOCIATES, INC.**10308 Hardin Valley Road
Knoxville, TN 37932Member:
Tennessee Association
of Professional Surveyors

Land Surveyors • Land Planners

Phone (865) 692-4090
Facsimile (865) 692-4091

20 November 2017

Ms. Sue Stuhl
Parks & Leisure Services Director
Town of Farragut
11408 Municipal Centre Drive
Farragut, Tennessee 37934

SUBJECT: Letter of Agreement / Fee Proposal for Professional Surveying Services – Topographic Survey for a Portion of the Property identified as 917 McFee Road, Farragut, Tennessee 37934 and being further represented as CLT Map 162, Parcel 014.02, containing 52.19 acres, more or less.

PROJECT UNDERSTANDING

The Town of Farragut requests a Topographic Survey of a portion of the property represented as 917 McFee Road, Farragut, Tennessee, being further identified as CLT Map 162, Parcels 014.02. Said property consists of approximately 52.19 acres, more or less, with the request for survey being of approximately 35 unimproved acres as represented on exhibits within the request for proposal.

I. SCOPE OF SERVICES**Topographic Survey**

Benchmark Associates, Inc. will prepare a Topographic Survey of the subject properties, extending fifteen feet beyond the perimeter of the subject properties where applicable, extending twenty-five feet into improved areas of the existing park infrastructure and to the centerline of the adjoining street infrastructure. Said survey will incorporate the perimeter boundaries of the subject property as represented on the plat of record for said property. Said survey will meet the requirements as outlined within the Tennessee Land Surveyors Laws and Regulations, 2000 edition, last amended 17 March 2011. The contour interval for the topographic information provided will be two feet. A reference datum will be NAVD '88, with Town of Farragut control points being utilized.

Clearing and Grubbing

Benchmark Associates, Inc. will subcontract clearing and grubbing services of the vegetated areas of the subject site to be surveyed. Said clearing and grubbing services will consist of grinding any and all vegetation that is 6 inches in diameter or less at breast height. The ground material will remain on site and will serve as erosion control until such time that the site undergoes construction phase services. The area of the property to undergo the clearing and grubbing services is approximately 22 acres in size.

II. *ASSUMPTIONS / EXCEPTIONS / QUALIFICATIONS*

We have made some assumptions and qualifications in development of the Scope of Services and Compensation:

1. No General Property Survey will be provided. The Topographic Survey will be tied to the perimeter boundaries as represented on a plat of record for the subject property.
2. The survey will be prepared on sheet sizes of 30" x 42" dimensioned in Imperial Units at 1"=30'.
3. Spot elevations will be utilized at all points necessary to adequately represent the subject property for design purposes and at fifty feet intervals on hard surfaces, with said spot elevations being represented to the nearest 0.1 feet.
4. Evidence of utilities will be shown based upon record information, surface evidence, and information obtained from the appropriate public utility location service. Subsurface utility information will be shown for information purposes and will be represented to the best of the surveyor's ability based upon information provided. The surveyor cannot be held liable for subsurface information that cannot be visually observed.
5. Location, size, depth, and direction of flow of sanitary sewers and storm drains, culverts, etc. along with physical locations of manholes, cleanouts, catch basins, etc. along with invert information for each will be obtained where possible.
6. Surface elevations for any body of water found on the subject property will be shown.
7. Flood plain and flood level of streams and/or adjacent bodies of water will be graphically shown as represented on current FEMA Flood Insurance Rate Maps.
8. Trees in excess of 12 inches in diameter at breast height will be shown within a 1 foot tolerance. Said trees will be identified in English terms when determined.
9. Clearing and grubbing services will not be performed directly by Benchmark Associates, Inc., but will be subcontracted under the direct supervision of Benchmark Associates, Inc.
10. Topographic Survey services as defined and quoted herein are dependent upon the Clearing and Grubbing services being performed prior to the performance of the Topographic Survey services.
11. All schedules for services represented herein are dependent upon favorable weather conditions for the services being provided.
12. Working days are defined as Monday through Friday.
13. Survey provided will not be performed to the standards required for an "ALTA/ACSM Land Title Survey."
14. The Town of Farragut will be responsible for all filling, recording, copy and shipping fees. Copy fees are \$2.25/Sheet Bond & \$6.75/Sheet Mylar.

III. COMPENSATION AND SCHEDULE

Compensation

Benchmark Associates, Inc. will provide the above-described services as defined below:

- 1) Clearing and Grubbing services.....\$19,575.00
 - a. Areas in excess of the anticipated 22 acres can be incorporated for a fee of \$875 per day.
 - b. The hourly rate for services outside the anticipated 22 acres will be \$125 per hour.
- 2) Topographic Survey Services.....\$35,000.00
- Total.....\$54,575.00**

Additional Services

Services beyond the Scope of Services described in this agreement are Additional Services. We can provide additional services at an hourly rate or negotiate a fee prior to providing the services. No additional services will be performed without your prior approval. Our Standard Rate Schedule is included.

Scheduling

Clearing and grubbing services can begin within three (3) working days of Notice to Proceed. The anticipated schedule for completion of the clearing and grubbing services is eighteen days from commencement of said services. Topographic Survey services can begin within three (3) working days of Notice to Proceed in areas where the clearing and grubbing are not required, with said services extending into the areas to be cleared and grubbed once safe to enter said areas. The anticipated delivery of the Topographic Survey is forty-five (45) days from the commencement of field services. All schedules are dependent upon favorable working conditions.

IV. TERMS AND CONDITIONS

The client understands that Benchmark Associates, Inc. has a proprietary right in all services and products prepared and that documents representing such services, including drawings, specifications, and reports, shall not be furnished to third parties unless written authorization is obtained from Benchmark Associates, Inc., or that the documents are clearly intended for and in the realm of the public record. No information can be used for purposes or locations other than that for which it was intended.

Payment in full is required upon completion of the above-described services. Invoices over 30 days old from the date of invoice will incur a service charge of 1.5% per month.

If payment for services rendered has not been received within 65 calendar days of the date of invoice, Benchmark Associates, Inc. may exercise any and all avenues available to them to guarantee payment. All costs associated with the collection of payments,

included but not limited to attorney fees, court costs, filing fees, etc., will be added to the cost of and become a part thereof.

If you are satisfied with our Scope of Services and Compensation presented herein, please sign below and return one copy.

We look forward to the opportunity to work with you on this project and future projects.

Sincerely,



Benjamin J. Moorman, RLS
President
Benchmark Associates, Inc.

Enclosure

Accepted for The Town of Farragut:

Name: _____

Date: _____

Printed Name: _____

Title: _____



Member
International Association
of Professional Surveyors

BENCHMARK ASSOCIATES, INC.

10308 Hardin Valley Road
Knoxville, TN 37932

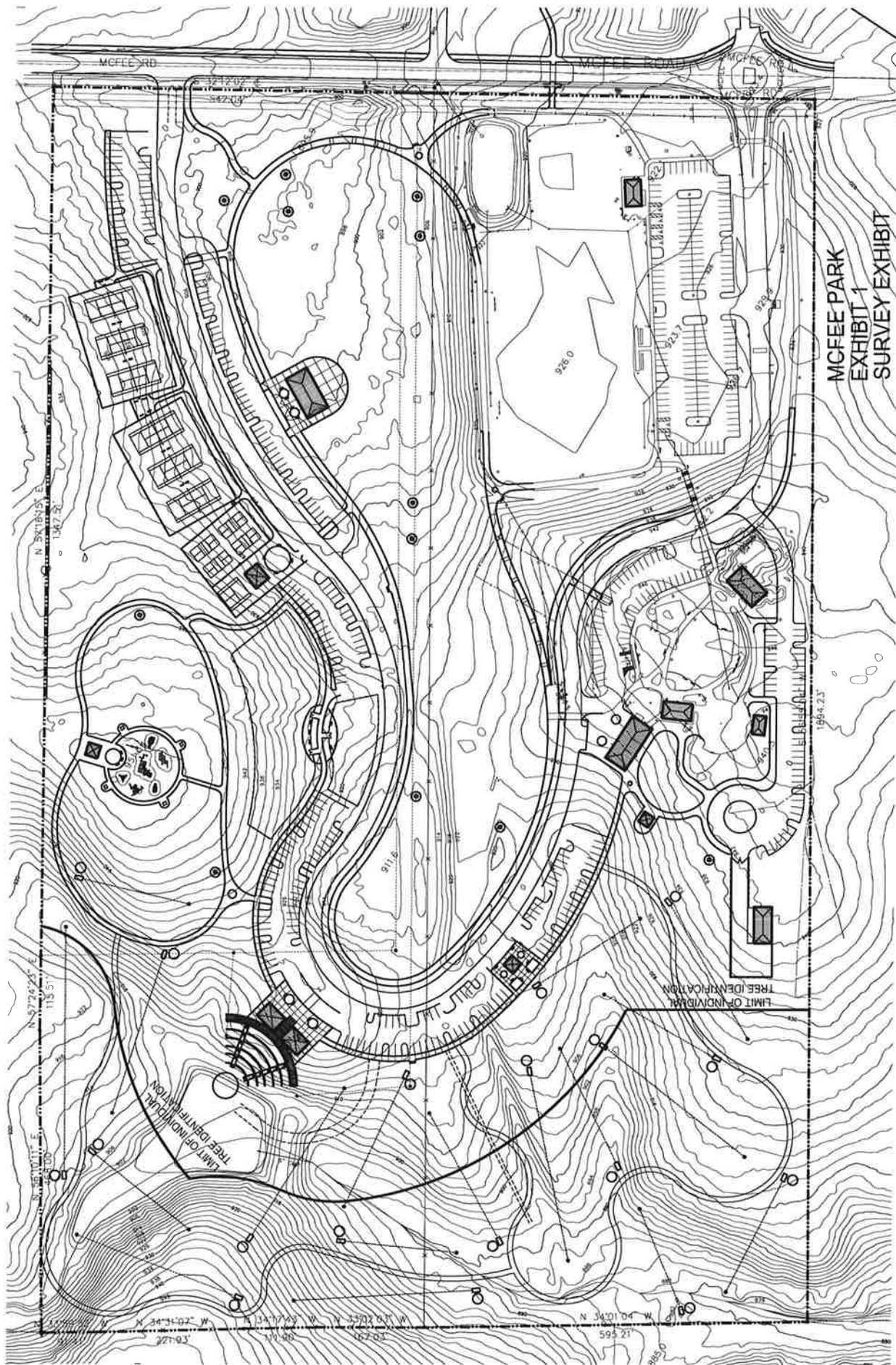
Land Surveyors • Land Planners

Phone (865) 692-4090
Facsimile (865) 692-4091

2017 STANDARD RATE SCHEDULE

Secretarial	\$ 40.00 / hr
Research	\$ 75.00 / hr
2-Man Field Crew	\$125.00 / hr
3-Man Field Crew	\$155.00 / hr
Surveying Cad Services	\$ 75.00 / hr
Registered Land Surveyor	\$125.00 / hr
GPS Services	\$175.00 / hr
Robotic Services	\$175.00 / hr

If this Rate Schedule is to be used for construction staking, Benchmark Associates, Inc. requires signed hard copies, electronic data, horizontal and vertical control available for the project. In the event of changes to the plan, Benchmark Associates, Inc. is to be notified before a crew visits the site.



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Approval of the 2017 Town of Farragut Strategic Plan

INTRODUCTION: The purpose of this agenda item is to approve Town of Farragut strategic plan for 2017.

BACKGROUND: The Town of Farragut initiated its first strategic plan in 2010 and recently hired Novak Consulting Group to facilitate updating the plan for 2017. The Farragut strategic plan helps identify the vision, mission and values of the organization and guides decision making by prioritizing critical success factors the Town needs to pursue over the next few years. Each department in the town will set their goals for the year based on these critical success factors, which will also help guide our budget priorities heading into FY2019 and beyond.

DISCUSSION: The Town's strategic plan starts with a Vision statement of who we are as a community: "Farragut – redefining quality of life with a beautiful, close-knit, connected community where families and businesses thrive." Next the Town identified its Mission and Values as an organization which is "an appealing and engaged community set apart by a dedicated team committed to integrity, innovation and friendly service." Finally, the Town identified seven critical success factors that are vital to ensuring we are a successful community. These factors include:

1. Providing excellent parks, recreation, cultural amenities and programs
2. Building and maintaining the Town's infrastructure and assets
3. Enhancing the Town's financial position
4. Regional leadership and collaboration
5. Advancing a high-quality built environment
6. Supporting and caring for a committed workforce
7. Promoting a convenient retail and services destination

Our goal is to continue to strive to meet all the objectives as identified in the strategic plan and to ensure that the policies and decisions we make are consistent with attaining our vision.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the 2017 Town of Farragut Strategic Plan.

BOARD ACTION:

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

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

Town of Farragut Strategic Planning Framework



Vision

Farragut—redefining quality of life with a beautiful, close-knit, connected community where families and businesses thrive.

Mission and Values

Farragut—an appealing and engaged community set apart by a **dedicated** team committed to **integrity**, **innovation**, and **friendly service**.

Critical Success Factors



Providing Excellent Parks, Recreation, Cultural Amenities and Programs

Farragut's expanded parks allow for a variety of experiences for visitors and residents. The Town provides events, programs and cultural activities that support tourism and enhance a sense of community. The Town's neighborhoods are connected by greenways and sidewalks to commercial activity hubs and parks.

Priority Initiatives

- Hire a tourism coordinator to implement the Town's marketing plan.
- Develop a detailed implementation plan for each phase of McFee Park development.
- Stabilize Campbell Station Inn and develop plaza and road infrastructure.
- Identify and prioritize the trail/sidewalk connections that are needed to be a fully-connected community.



Building and Maintaining the Town's Infrastructure and Assets

The Town of Farragut has established a safe transportation network for pedestrians, bicycles and automobiles. The stormwater system is reliable and well-maintained and the Town has the equipment it requires to meet the needs of a growing community. The Town's investment in technology, parks and buildings is cared for through proper maintenance and improvements.

Priority Initiatives

- Assess the Town's stormwater infrastructure.
- Build an adequate reserve for improvement of our five substandard corridors and prioritize implementation.



Enhancing the Town's Financial Position

Strong fiscal leadership has enabled the Town to maintain its excellent financial position. Expanded retail opportunities and additional revenue sources will support important programs and services. The Town actively pursues grants and sponsorships to maintain and support programs and assets and sets goals, establishes benchmarks and utilizes best practices to fund priority initiatives.

Priority Initiatives

- Establish a dedicated funding mechanism for tourism, marketing and capital infrastructure investment.

Town of Farragut Strategic Planning Framework



Regional Leadership and Collaboration

The Town of Farragut cultivates relationships with regional partners to ensure it is at the forefront of innovation, process and service delivery. The Town advocates for its interests and the future of the region by participating in decision making with other governmental and non-governmental entities.

Priority Initiatives

- Establish a youth council.



Advancing a High-quality Built Environment

The Town ensures a high-quality built environment through deliberate formal planning and community engagement, incentivizing innovation and promoting design before engineering.

Priority Initiatives

- Expand opportunities to implement best practices for traffic calming.
- Review, assess, and update key elements of the land use plan.



Supporting and Caring for a Committed Workforce

The Town recognizes that excellent service delivery happens through its dedicated and committed workforce. The Town is a model employer that attracts talent and provides competitive compensation and benefits as well as ongoing training and professional development. The Town encourages innovation and cost saving and has appropriate staffing levels to meet growth and service level expectations.

Priority Initiatives

- Develop a workplace culture initiative.



Promoting a Convenient Retail and Services Destination

Farragut is known for family entertainment venues, vibrant commercial centers, neighborhood activity hubs, high building maintenance standards and collaborating with strategic partners to promote business development. Farragut's Town Center is a result of a bold vision and effective public-private partnerships.

Priority Initiatives

- Develop a strategy to create a unique downtown for Farragut.
- Explore opportunities for development north of the interstate.
- Attract family entertainment venues (bowling, movies, etc.) for residents to enjoy and access.
- Address the advance of online retail and learn how to prosper in a changing environment. Look at zoning ordinance to ensure sales tax is encouraged.