



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

November 14, 2019

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Small Business Saturday Proclamation
- IV. Approval of Minutes**
 - A. October 24, 2019
- V. Business Items**
 - A. Approval of Request for Change Order from PRI of East Tennessee, Inc. for Contract 2019-07, Campbell Station Road Improvements at Snyder Road
 - B. Approval of Proposal from Civil & Environmental Consultants, Inc. for Engineering Services to Provide Stormwater Infrastructure Assessment Pilot Project
 - C. Approval of contract for audio visual equipment for the Farragut Community Center
 - D. Approval of Resolution R-2019-09, Revised FY2020 Fee Schedule
 - E. Approval of Appointment to the Farragut Tourism/Visitor Advisory Committee
- VI. Ordinance**
 - A. Second Reading
 - 1. Ordinance 19-27, Ordinance to amend the Capital Investment Program and State Street Aid Fund budget of the Fiscal Year 2019-2020 budget, passed by Ordinance 19-22
 - 2. Ordinance 19-28, an ordinance to amend Chapter 4 of the Farragut Municipal Code to permit the sale and distribution of alcoholic beverages in town-owned rental properties.

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

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

B. First Reading

1. Ordinance 19-29, an ordinance to amend the Farragut Municipal Code, Chapter 105, Article 2., Section 105-20 e. and f., concerning construction types and sprinklering for certain size/story structures

- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**
- IX. Citizens Forum**

Board of Mayor and Aldermen Meeting Public Comment Protocol

The Board of Mayor and Aldermen welcomes and invites citizens to participate in public meetings.

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given five (5) minutes to speak on his/her topic.

During the regular agenda portion of the meeting there may be an allowance for public comment for each agenda item. The Mayor may recognize individuals for public comment based on the following guidelines:

1. The Mayor shall maintain and control the meeting to provide a professional and objective
2. Anyone interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn in to the Town Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to five (5) minutes per individual, time may be extended at the discretion of the Mayor; time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; each speaker should have their own thought;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose issues or measures, but the motives of those with differing views shall not be questioned or attacked;
8. Personal attacks and malicious comments shall not be tolerated;
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The five (5) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.



Town of Farragut P R O C L A M A T I O N

Whereas, the Town of Farragut, Tennessee celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

Whereas, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

Whereas, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

Whereas, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

Whereas, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

Whereas, the Town of Farragut, Tennessee supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Ron Williams, Mayor of Farragut, Tennessee do hereby proclaim, November 30, 2019, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Signed this 14th day of November 2019.

Ron Williams, Mayor

FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES October 24, 2019

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

Approval of Agenda

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

Mayor's Report

Alderman Meyer announced that the Farragut High School volleyball team won the regional tournament and Concord Christian volleyball team are the runners-up in the state volleyball tournament.

Approval of Minutes

Motion was made to approve the minutes of October 10, 2019 as presented. Moved by Alderman Pinchok, seconded by Alderman Povlin, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

Business Items

Approval of professional services agreement for construction oversight of Anchor Park Improvements with Lose Design.

Motion was made to approve the agreement for construction oversight of Anchor Park Improvements with Lose Design for \$25,000. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

Approval of Resolution R-2019-07, authorizing the town to participate in the Public Entity Partners Property Conservation Matching Grant Program.

Motion was made to approve Resolution R-2019-07, authorizing the town to participate in the Public Entity Partners Property Conservation Matching Grant Program. Moved by Alderman Povlin, seconded by Alderman Meyer, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

Approval of Resolution R-2019-08, Farragut Community Center Fees

Motion was made to approve Resolution R-2019-08, Farragut Community Center Fees. Moved by Alderman Pinchok, seconded by Alderman Povlin, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

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

Motion was made to approve the Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance. Moved by Alderman Pinchok, seconded by Alderman Povlin; roll call vote, Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; motion passed.

Ordinance

First Reading

Ordinance 19-27, Ordinance on first reading amending the Capital Investment Program and State Street Aid Fund budget of the Fiscal Year 2019-2020 budget, passed by Ordinance 19-22

Motion was made to approve Ordinance 19-27 on first reading. Moved by Alderman Pinchok, seconded by Alderman Povlin; roll call vote, Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Mayor Williams, yes; motion passed.

Ordinance 19-28, an ordinance to amend Chapter 4 of the Farragut Municipal Code to permit the sale and distribution of alcoholic beverages in town-owned rental properties.

Motion was made to approve Ordinance 19-28 on first reading. Moved by Alderman Pinchok, seconded by Alderman Povlin; roll call vote, Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Mayor Williams, yes; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced the following events:

- Freak Friday, Friday October 25 from 5-7 PM at Mayor Bob Leonard Park
- Intro to Farragut Class, October 30 at 6:00 PM
- Intro to Farragut graduation, November 6
- Veterans Day 5K/10K, November 9

Meeting adjourned at 7:50PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Request for Change Order from PRI of East Tennessee, Inc. for Contract 2019-07, Campbell Station Road Improvements at Snyder Road

INTRODUCTION: The purpose of this item is consideration of a request for Change Order from PRI for additional work required for completion of Contract 2019-07, Campbell Station Road Improvements at Snyder Road.

BACKGROUND: This project was awarded to Pavement Restorations, Inc. (PRI) of East Tennessee on June 13 for their low bid of \$144,057.95. The project is now complete, but several adjustments were required that were outside the scope of the original contract. Due to unforeseen conditions and elevations of existing stormwater pipe at the intersection of Campbell Station and Snyder Roads, three proposed drainage structures and pipes were required to be adjusted or replaced. Additionally, the work required replacement of existing sidewalk and additional milling/paving in order to correct existing deficiencies within the intersection.

FINANCIAL SECTION:

Project: Contract 2019-07, Campbell
Station/Snyder Road Intersection
Improvements

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Available Amount</u>
\$305,000	\$28,112.35	\$185,557.95	\$91,329.70

Approved
By:

A. Meyer

PROPOSED MOTION:

Approval of Change Order No. 1, Contract 2019-07, for \$28,112.35.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>PINCHOK</u>	<u>MEYER</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

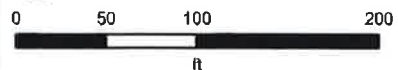


Campbell Station Road at Snyder Road

Knoxville - Knox County - KUB Geographic Information System



Printed: 7/18/2018 at 4:56:32 PM



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October 16, 2019
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
Attn: Mr. Greg Norman
Re: Widening Southbound Campbell Station Road

Change Order Request #1:

1. Riser added to CB#2. Materials and labor.	\$550.00
2. Concrete lid on CB#3. Materials and labor.	\$2,500.00
3. Moving CB#3. Added additional pipe, eliminated pipe opening, Added pipe banding, added labor and pipe bedding/backfill.	\$4,750.00
4. Remove CB#3 and re-install at adjusted location and elevation as specified by design engineer. Labor, equipment, new pipe & junctions, bedding & backfill Stone, brick & mortar. Convert CB#3 to junction box.	\$7,750.00
5. Sidewalk replacement to existing concrete walks. Worked from West side of project due to the need for construction entrance, stockpile area and safety of all involved. Sidewalk that ties to new HC ramp was previously damaged. 570 SF @ \$7.50/SF as measured in the field 10/15/19.	\$4,275.00
6. Increase in milling limits and change depth to 1.5". Price increase from \$5.15/SY to \$5.95/SY. Plan qty is 1,463 SY vs. actual field measured on 10/15/19 of 2,344 SY. 2,344 SY @ revised price of \$5.95 computes to difference over plans.	\$6,463.85
7. Seed and straw disturbed area on West side of sidewalk. Field measured at 521 SY for \$3.50/SY.	\$1,823.50
8. Additional time requested due to material delays, grade issues and changes in plans as referenced in attached letter. Request 30 additional days to new completion date of 11/4/2019.	
Total CO #1 request:	\$28,112.35

Jim Krueger
PRI of East TN, Inc.
5651 S. National Drive
Knoxville, TN 37914

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE, Town Engineer

SUBJECT: Approval of Proposal from Civil & Environmental Consultants, Inc. for Engineering Services to Provide Stormwater Infrastructure Assessment Pilot Project

INTRODUCTION: The purpose of this item is approval of a proposal from Civil & Environmental Consultants, Inc. (CEC) to proceed with the professional services outlined in their proposal entitled Town of Farragut Stormwater Infrastructure Pilot Project.

BACKGROUND: As part of an increased focus on the current condition of the Town's stormwater infrastructure, the engineering department requested qualifications from professional services firms to map and inspect the Town's stormwater system. All submittals were scored by engineering staff and CEC scored highest based on average scores across all reviewers. The engineering department requested a proposal from CEC at the conclusion of the RFQ process.

DISCUSSION: The Board of Mayor and Aldermen has requested a thorough inspection and assessment of the Town's stormwater infrastructure as a means of prioritizing and budgeting maintenance of those facilities in the future. Due to a significant number of unknowns regarding the infrastructure (condition, number of structures, linear feet of pipe, etc.), CEC is proposing to conduct a pilot study of one of the Town's largest neighborhoods (Fox Run) with a large known quantity of corrugated metal pipe (CMP). The purpose of this pilot study (described in the attached proposal) is to enable CEC and the Town's staff to more accurately price future investigations that will eventually include all stormwater facilities in the Town. The pilot study includes development of a database of infrastructure information that will be used on all future studies. Additionally, all CMP near the I-40 interchange under Campbell Station Road will be reviewed as part of this process due to the high risk of impact to citizens in the event of a pipe failure.

The pilot study will reveal (as an average) the general condition of CMP installed in the late 1980s and early 1990s throughout the Town and assist in determining what percentage of CMP will need a detailed camera investigation in Fox Run and other neighborhoods. This study does not include robotic camera inspections of pipes, but it will determine which pipes (if any) within Fox Run and near the interstate that might need such investigation. In addition to the pilot study, CEC and their pipe investigation subcontractor will review the results of all pipes that have been inspected by the Town to date (those known to Public Works) and provide an opinion on which pipes need to be repaired or replaced, how soon, and an estimated cost.

FINANCIAL SECTION:

Project: 310-43150-480

Total Budget

Requested Amount

Expenditures to Date

Remaining
Amount

\$750,000

\$39,070

\$58,991

\$651,939

Approved By: A. Myers

RECOMMENDATION BY: Darryl Smith

PROPOSED MOTION: Approval of proposal from Civil & Environmental Consultants, Inc. for professional services to develop the Town's stormwater infrastructure assessment pilot project.

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

October 24, 2019

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

Dear Mr. Smith:

Subject: Proposal for Professional Services
Town of Farragut Stormwater Infrastructure Pilot Project
Fox Run Subdivision and Campbell Station Road/I-40 Interchange
CEC Project 193-988.0001

Civil & Environmental Consultants, Inc. (CEC) is pleased to present for the Town of Farragut's (Town) consideration our proposal to provide professional land surveying and Geographical Information System (GIS) services associated with stormwater infrastructure in the Fox Run Subdivision and near the Campbell Station Road/Interstate 40 interchange. The scope of services described herein has been prepared based on the meeting between CEC and the Town during the morning of September 24, 2019, and is collectively referred to as the "Pilot Project".

1.0 SCOPE OF PROFESSIONAL SERVICES

CEC understands the Town desires to have the survey location information and preliminary review of the condition for stormwater structures within the Fox Run Subdivision and near the Campbell Station Road/Interstate 40 interchange. The purpose for this information is twofold. First, it is to comply with the State of Tennessee Municipal Separate Storm Sewer System (MS4) regulations. Second, it is to support the development of a GIS platform to manage stormwater infrastructure, particularly older subdivisions that are known to contain corrugated metal pipe (CMP).

Task 1: Project Planning and Creation of ArcGIS Online Group (Pilot Project Only)

The initial step of the Pilot Project is to identify and confirm with the Town what information will be collected in the field and create/configure the geodatabase and feature layers for use on the ArcGIS Online Group platform. Please be aware that the amount of effort identified in the Pilot Project is more than will be in subsequent projects, as this process will become more efficient after the initial setup. This initial task will include the following.

- Development of an ArcGIS Online Group, including the necessary users and administrators;

- Creation and configuration of a specialized geodatabase with appropriate domains, coded values, and metadata based on MS4 requirements and input from the Town;
- Creation of feature layers hosted on the Town's ArcGIS Online account;
- Development of feature nomenclature; and,
- Develop specialized web mapping interface for management, editing, and data collection.

Task 2: Outfall and Stormwater Input Mapping

After the ArcGIS Online platform has been established and approved by the Town for use, CEC will collect outfall and stormwater infrastructure information. CEC has performed a preliminary visit to the Fox Run Subdivision to assess the number of stormwater structures and mature tree coverage in support of better estimating the level of effort that will go into this task. Please be aware that given the age of the Fox Run Subdivision and the presence of a vegetated median, there is ample mature tree coverage that will limit the ability to use Global Positioning System (GPS) equipment to accurately collect location and elevation information in a number of areas. Performing the surveying during the winter months should allow for more GPS equipment use since most trees will be without leaves. Regardless, the potential for tree coverage to limit the effectiveness of GPS equipment has been taken into consideration and traditional survey equipment, i.e. total station, will be available for use when necessary.

CEC proposes to use a two-man survey crew that will work independently to collect geospatial information on combination inlets, area drains, headwalls, manholes, and exposed pipes including survey grade horizontal and vertical location, pictures, condition, structure type and invert, approximate direction of stormwater flow, and whether or not there is standing water. Lids and grates will be removed from infrastructure to the extent possible to support field measurements, photo collection, and the preliminary assessment of the structure and connected piping. Photos will be collected by lowering the tablet into the structure and at least one photo of the condition of the structure and the pipe at the connection will be collected. No confined space entries will be made as part of this effort. The condition of the pipe will be scored using a three point rating system:

- 3 – No significant defects noted (no issues noted other than minor defects indicative of normal wear);
- 2 –Moderate defects noted (defects indicating potential for accelerated deterioration of system or blockages adversely affecting normal flow of water); and,
- 1 – Significant defects noted (defects inhibiting flow or indications of imminent structural failure).

This rating system will be incorporated into the decision algorithm for selection of pipes to be reviewed by CCTV camera. All pipes rated 1, and pipes rated 2 that meet additional qualifications

October 24, 2019

(size, material, location) will be designated for CCTV review. Field staff collecting the information will be trained in scoring this three point rating system and the score assigned in the field will be reviewed as part of the quality assurance process. Please note that the assigned score will be based on the observable portion of the pipe only and may not be representative of the entire pipe length. If a pipe or structure is identified as being compromised and failure appears imminent, those scored as 1, the Town will be notified such that it be properly inspected and addressed immediately. Should lids or grates not be able to be removed, it will be noted. Information will be collected real-time in a cellular network enabled tablet and uploaded to the ArcGIS Online platform. CEC's quality assurance process includes reviewing the field data collected for errors as well as the Project Manager and Quality Manager performing spot checks of the data. As discussed during the meeting, the storm sewer network will be color coded to identify where a particular reach is in the review process. Delivery of the data will consist of GIS data (location, photos, and attributes pertaining to stormwater structures and piping). Coordinates will be based on the TN State Plane Coordinate System (NAD 1983), and the North American Vertical Datum (NAVD 1988, Geoid Model 12B) in U.S. feet.

In support of identifying high risk pipes or structures, CEC can develop an algorithm to score features based on the collected information. This algorithm can be weighted on those characteristics that the Town feels are most critical; for example, the size of the pipe, depth of the pipe, location of pipe, etc. CEC has not included the preparation of such an algorithm in this scope, as it will be useful when more information has been collected such that further inspection, repairs, and/or remediation are prioritized accordingly.

Task 3: Review of Pipe Inspection Video, Prepare Recommendations and Cost Estimates Letter

CEC, as well as Southeast Pipe (Southeast), a pipe inspection and remediation subcontractor to CEC, will review the two inspection reports and four videos provided to CEC by the Town. Southeast, under CEC's oversight, will prepare a letter report summarizing its observations from the two reports and four videos, recommendations for repair or remediation (if any), and cost estimates if repair or remediation is recommended. The report can be provided to the Town within three weeks of receipt of authorization to proceed.

2.0 PROJECT FEES

Based on our understanding of the project and proposed scope of services, CEC will invoice the project on a time and materials basis in accordance with the rates indicated on the attached fee schedule. The cost shown below will not be exceeded without prior authorization from the Town. Sub-contracted services will be invoiced at cost, plus a 10% administrative fee.

Also, as discussed previously, the level of effort to collect location and elevation information for storm sewer infrastructure in the Fox Run Subdivision is directly impacted by the presence of mature trees. This will limit the ability to use GPS equipment and will require the use of traditional surveying equipment for a large portion of the subdivision to collect accurate information. The

use of traditional equipment is more time consuming than GPS equipment and has directly impacted the project fees.

The fees for both tasks will be as follows:

FOX RUN SUBDIVISION

Task 1.....	\$ 2,955
Task 2.....	\$31,705

CAMPBELL STATION AT THE INTERSTATE 40 INTERCHANGE

Task 1.....	\$ 305
Task 2.....	\$ 1,585

Task 3.....	\$ 2,520
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If project conditions are different than those assumed herein, or additional services are required during the execution of services outlined above such that our fee is expected to be exceeded, the Town will be contacted to discuss these conditions and obtain approvals before proceeding with additional services. As this is the first in what could be a number of similar projects, CEC will inform the Town of how the project progresses relative to the provided assumptions and if there are opportunities for greater efficiency. CEC is dedicated to working with the Town to develop a stormwater infrastructure mapping program that meets its budget constraints while helping plan for future repairs and replacement.

3.0 SCHEDULE

CEC will initiate work on this project within two weeks from your authorization to proceed. Timely completion of the Pilot Project is contingent upon the Town providing feedback on the information to be collected and GIS-related preferences. CEC has estimated that the survey crew will need three weeks in the field to cover the Fox Run Subdivision and near the Campbell Station/I-40 interchange. Quality assurance review will take an additional one to two weeks to complete. Final delivery of the GIS data is expected to be four to six weeks after field data collection has commenced.

4.0 TERMS AND CONDITIONS

This proposal is subject to the Professional Services Agreement that has been agreed to by the Town and CEC. Subsequent projects or additional services related to this project will be subject to the same Professional Services Agreement. Any changes to the agreement must be agreed to in writing by both (Town and CEC) prior to beginning work on the project.

Mr. Darryl Smith, P.E. – Town of Farragut
CEC Project 193-988.0001
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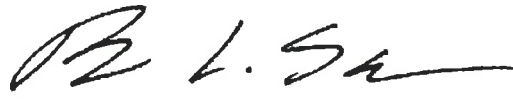
5.0 CLOSING

CEC appreciates the opportunity to provide these professional consulting services. If you have any questions or comments, please call us at 865-977-9997.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.


Zach Goins
Assistant Project Manager


Brian L. Souva, RLS
Vice President

Enclosures: Professional Services Agreement
Fee Schedule

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Stormwater Infrastructure Inspection, Evaluation, and Mapping_____

Location: Various locations within Town of Farragut, Tennessee_____

Description of Project: Refer to proposals_____

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

Refer to approved proposal for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee or on a time and materials not to exceed basis using the attached hourly rate schedule, including reimbursable expenses. Compensation structure will be based on proposals prepared by Contractor and approved by Client. 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 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 the date identified in the approved proposal. 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 commercial 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 follows:

<u>Workers Compensation Insurance</u>	<u>Statutory limits</u>
Employer's Liability	\$1,000,000 per occurrence aggregate
Automobile Liability covering all owned, non-owned, or hired vehicles	\$1,000,000 combined single limit
Umbrella Coverage / Excess Liability, following the form with Commercial General Liability and Automobile Liability policies	\$5,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claim \$1,000,000 in annual aggregate

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 the exception of Workers Compensation, Employer's Liability, and Professional Liability insurance policies, 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, with the exception of Workers Compensation, Employer's Liability and Professional Liability insurance policies, as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One

Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

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

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

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages 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: _____

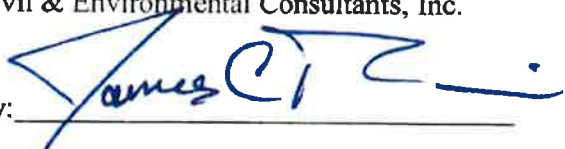
Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Civil & Environmental Consultants, Inc.

By:  _____

Printed
Name: JAMES C. TOMICZEK

Title: VICE-PRESIDENT

Date: 10/11/19

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
2704 CHEROKEE FARM WAY, SUITE 101
KNOXVILLE, TENNESSEE 37920
PHONE: 865-977-9997 • FAX: 865-977-9919

229 PRINCE STREET
SEVIERVILLE, TENNESSEE 37862
PHONE: 865-774-7771 • FAX: 865-774-7767

Fee Schedule

January 1, 2019 through December 31, 2019

PROFESSIONAL SERVICES

Classification	Rate/Hour
Vice President.....	\$205
Senior Project Manager *.....	\$150
Project Manager II (Senior GIS supervisor)*.....	\$145
Assistant Project Manager. \$105	
Staff consultant (GIS technician).....	\$90
1 Man Survey Crew.....	\$85
2 Man Survey Crew.....	\$145
Administrative Assistant.....	\$70

DIRECT EXPENSES

Survey Equipment (GPS, Robotic Total Station, Tablet, and Magnetic Manhole Lift)	\$20/hour
Survey Vehicle.....	\$50/day

SUBCONTRACT SERVICES

Services @ Cost Plus 10%

*All Project Managers are licensed professionals in their respective field of practice.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Joe LaCroix, Information Technology Manager**SUBJECT:** Approval of contract for audio visual equipment for the Farragut Community Center

INTRODUCTION: Currently, the community center is under renovations. The Town staff did an evaluation of the audio-visual needs for the community center usage and began working with the Knox County Public Building Authority's (PBA) contractor, DFASolutions. Section 12-3-1203 (c) of the Tennessee Code Annotated, authorizes the town to purchase equipment and services under contracts or price agreements by another local government unit. This meets the requirements for competitive bid for contract over \$10,000.

12-3-1203. Purchases for other local governmental units.

(c)

(1) Any municipality, county, utility district, or other local governmental unit of this state may purchase supplies, goods, equipment, and services under contracts or price agreements entered into by any other local governmental unit of this state. Such purchases shall be made on the same terms and under the same rules and regulations as regular purchases of the purchasing entity. Any local governmental unit that purchases supplies, goods, equipment, or services under this section shall directly handle payment, refunds, returns, and any other communication or requirements involved in the purchase without involving the local governmental unit that originated the contract. The originating local governmental unit shall have no liability or responsibility for any purchases made by another local governmental unit under a contract that the originating local governmental unit negotiated and consummated. Where any local or private act, charter, or general law requires that a local governmental unit purchase by competitive bidding, the local governmental unit may, notwithstanding the local or private act, charter, or general law, purchase without public advertisement or competitive bidding in accordance with this section.

DISCUSSION: The elements of the Audio-Visual systems proposed for the Community Center include components for the assembly hall, assembly hall lobby, entry way and classrooms. Broken down into functionality, the system proposed for the assembly hall will allow for presentations, to included projected images/PowerPoint/movies, sound systems for those presentations, and a public address system to amplify voices throughout the entire room.

The assembly hall lobby and entryway is proposed to have wall mounted televisions connected to the network which will allow staff to create content to present to visitors. These TV's can be synchronized to present the same information or to show separate distinct data. The system also includes the hardware and software to send these presentations to the TV's for viewing.

The classroom area includes two televisions which will allow presenters to bring in their own personal computers or to use ours to present audio video files. These TV's can be used together or separately in case the classroom is divided due to number of participants.

All systems and components include support from the vendor.

FINANCIAL SECTION:

Account Number: 310-44300-900
(Equipment/Furnishings)

Total Budget

\$175,000

Requested Amount

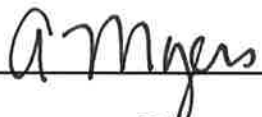
\$75,063.87

Expenditures to Date

\$0

Remaining Amount

\$99,936.13

Approved By: **RECOMMENDATION BY:** IT Manager Joe LaCroix for approval.**PROPOSED MOTION:** To approve the contract with DFA Solutions for audio/visual equipment and installation for the Farragut Community Center in the amount of \$75,063.87.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

1. COORDINATE WITH APPLICABLE DIMENSIONS AND DETAILS ON OTHER SHEETS
2. NOTES AND DETAILS ARE TYPICALLY APPLICABLE TO SIMILAR ITEMS ELSEWHERE ON THE SHEET
3. FLOOR TO BE LVP 4 UNLESS NOTED OTHERWISE
4. WALLS TO BE PNT 1 UNLESS NOTED OTHERWISE
5. BASE TO BE RB 2 UNLESS NOTED OTHERWISE
6. CEILING TO BE ATC 1 UNLESS NOTED OTHERWISE. REFER TO REFLECTED CEILING PLAN ON 200 SHEETS FOR CEILING MATERIAL NOTED
7. GYP. CEILINGS TO BE PNT 6 UNLESS NOTED OTHERWISE
8. TRIM TO BE PNT 4 UNLESS NOTED OTHERWISE
9. REFER TO SHEETS 111, A602 & A603 FOR ENLARGED TOILET PANS AND ELEVATIONS
11. REFER TO INTERIOR ELEVATIONS ON A800 SHEETS FOR MILLWORK FINISH LOCATION
12. "ETR" = EXISTING FINISHES TO REMAIN
13. PATCH OR REPAIR EXISTING FINISHES AS REQUIRED AND MATCH EXISTING FINISHES
14. REFER TO FINISH LEGEND FOR TRANSITION STRIP LOCATIONS
15. ALL MATERIALS TO TRANSITION AT CENTERLINE OF DOOR LEAF UNLESS NOTED OTHERWISE
16. STAIR NOSING (SN 1) TO BE USED AT STAIR \$300 AND \$400 ONLY.
17. PROVIDE MOCK UP WALL OF PNT 2 AND PNT 7 FOR ARCHITECT APPROVAL.

3
A802

SECOND FLOOR - FLOOR FINISH PLAN - PART A

0 2 4 8 16

 ROOM FINISH TAG
 FLOOR FINISH TAG
 WALL FINISH TAG
 WALL BASE FINISH TAG
 FLOOR TRANSITION
 PATTERN DIRECTION
 CORNER GUARD
 FLOOR PATTERN START POINT

1 FIRST FLOOR - FLOOR FINISH PLAN - PART A
AB02 0 2 4 8 16

PROPOSAL

Community Center

Town of Farragut

Revision: 1

Modified: 10/16/2019

Presented By

DFASolutions

1003 N Broadway
Knoxville, Tennessee 37917 USA
865.523.4470
www.dfasolutions.com



www.dfasolutions.com



AVIXA Member

www.dfasolutions.com

Audio/Control

**1 QSC CXD4.3-NA**

The QSC PLD Series provides efficient, robust and extraordinarily high fidelity power to drive multiple channels and configurations of loudspeakers while simultaneously deploying sophisticated digital processing all with minimal operator complexity. These amplifiers not only make your system perform better today, but also provide a wide and flexible range of options for future system growth.

**1 QSC Q-SYS CORE 110F**

Digital signal processor with 24 inputs/outputs utilizes the Q-SYS software based platform for truly forward looking performance capable of signal distribution using Layer 3 networking on the backbone of existing IT infrastructure and QSC-developed algorithms under a customized Linux operating system running on Intel microprocessors and motherboards.



- 1 QSC SL-QSE-110-P
Q-SYS Core 110 Scripting Engine Software License, Perpetual



- 1 QSC SL-QUD-110-P
Q-SYS Core 110 UCI Deployment Software License, Perpetual

- 1 SNAP AV WP-PC-CAT6-7FT-BLK
Black Cat6 Patch Cable

**1 QSC TSC-7W**

Wall-mounted touch screen controller enables easy dialing capability using your own LDAP directory and simplified system operations for conference calls and AV systems

- 100 SNAP AV NST-CAT6-GRN
Binary Cat6 wire supports data rates up to 1 Gbps and provides hardwire connectivity for devices, including wireless access points for WiFi

Audio/Control Total**\$10,455.88****Speakers****250 SNAP AV NST-162-PL-BLK**

Binary 65-strand 16 AWG, 2 conductor plenum speaker wire uses 99.9997% oxygen free copper

* Price Includes Accessories

2 TANNOY VLS 30-WH

VLS 30 is a passive white column array loudspeaker with a complement of 14 LF transducers mounted in vertical array with an assembly of densely spaced 16 HF transducers mounted co-axially over a section of the LF in an intuitively engineered, super-imposed chassis.

2 TANNOY VLS PAN/TILT BRACKET-WH

White Pan/Tilt Bracket for VLS Speakers

Speakers Total

\$3,900.50

Wireless Microphones - Option 2



2 AUDIX AP42 OM5 A

R42 Receiver with two H60/OM5 Handheld Transmitter



1 RF VENUE DFINDISTRO4

4 channel antenna distributor + Diversity Fin antenna + (2) 25' RG8X coaxial cables.

200 WEST PENN WIRE 807X

Rg8/x Type 50 OHM RF Transmission

Wireless Microphones - Option 2 Total

\$4,334.56

Video Projection - Option 3



1 CHIEF WMA2S

Universal Wall Mount



1 DA-LITE TENSIONED CONTOUR ELEC 87"X139" HDP 0.9

Tensioned Contour Electrol - 164" diagonal 16:10 WUXGA format motorized projection screen with HD Progressive 0.9 fabric

1 VIVITEK 3797745400-SVK

Long Zoom Lens 2 - 3.76 to 5.64:1 (D88-LOZ101)



1 VIVITEK DU8195Z

The DU8195Z is class leading in the next generation of advanced projection technology — LASER — at 13,500 ANSI Lumens* bright. Built lamp-free, it provides a low cost of ownership, with minimal maintenance, and gives a stable, high-quality projection for up to 20,000 hours. A sealed optical engine and filter-less design provides optimal performance, making it an ideal solution for large venues. With impressively vivid colors, the DU8195Z offers the most immersive big-screen experience available in digital projection



1 CHIEF VCMU
HD Projector Mount, Universal

* Price Includes Accessories

Video Projection - Option 3 Total

\$28,550.81

Video Transmission**2 ATLONA AT-HDVS-210U-TX-WP-BLK**

Wall plate with 4K UHD HDMI and USB-C inputs and HDBaseT output - black

**1 ATLONA AT-OME-PS62**

6 x2 switcher with HDMI and USB-C inputs - USB-C input is ideal for AV interfacing with newer Mac, Chromebook, and Windows PCs, as well as smartphones and tablets - is made for video conferencing and is Zoom ready. Video signals up to 4K/UHD with HDCP 2.2 can be transmitted over HDBaseT up to 330 feet. Additionally, it receives USB over HDBaseT and includes a USB 2.0 hub for integration with PCs, cameras, microphones, speakers, DSPs, and touch or interactive displays.



100

LIBERTY AV 24-4P-P-L6ASH-VIO

Category 6A STP EN Series 23 AWG 4 Pair Shielded Plenum Cable

**1 ATLONA AT-UHD-EX-100CE-RX**

HDBaseT receiver for 4K AV signals up to 330 feet (100 meters) over category cable with Ethernet pass through, RS-232 and IR control, plus Power over Ethernet



1

KORDZ PRS3 HDMI 1M

DPL Certified 4K Passive High Speed HDMI cable - 1.0 m / 3.3 ft

**2 KORDZ PRO-HD0300**

PRO series HDMI cable offers a high degree of mechanical integrity and reliability - 3 meter

**250 LIBERTY AV 24-4P-P-L6ASH-VIO**

Category 6A STP EN Series 23 AWG 4 Pair Shielded Plenum Cable

Video Transmission Total

\$7,327.51

Equipment Rack**1 LUXUL XFS-1084P**

XenConnect compatible network switch provides exceptional reliability and 4 ports with Power over Ethernet (PoE)

1 MIDDLE ATLANTIC MMR-1220

12 Space Rack, Fits 20" Deep Equipment

1

MIDDLE ATLANTIC PIVOT-MMR-12

Essex Pivoting Back Pan

* Price Includes Accessories

1 SNAP AV WB-700-IPV-12

WattBox® IP power conditioner with OvrC - 12 Controlled Outlets

Equipment Rack Total

\$2,639.16

Assembly Hall - Room 116 Total

\$57,208.42

* Price Includes Accessories

Community Center

Project No : TOF-01

Rev. 1

10/16/2019

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Speakers

**2 QSC AC-C6T**

6" Two-way ceiling speaker, 70/100V transformer with 8Ω bypass, 110° conical coverage, includes C-ring and rails for blind mount installation.

200 SNAP AV NST-182-CS-WH

Wirepath 18 AWG 2 conductor commercial speaker cable is rated for in-wall, in-ceiling, and direct burial applications

Speakers Total

\$794.96

AV System

**2 BRIGHTSIGN HD1024**

H.265, Full Hd, Mainstream Html5 Player W/Expanded I/O Package



2 KORDZ PRS3 HDMI 1M

DPL Certified 4K Passive High Speed HDMI cable - 1.0 m / 3.3 ft

2 SANDISK EXTREME PLUS MICRO SDHC CARD

32GB memory card is designed specifically for video recording and is designed to be exposed to the elements - temperature proof, shock proof, x-ray proof, and water proof

200 SNAP AV NST-CAT6PL-BLU

Binary Cat 6 plenum wire is bandwidth tested to 650 MHz which supports data rates up to 1 Gbps

**2 LG 55UT640S0UA**

The 55UT640S0UA series is specifically designed for diverse business environments. This commercial display TV provides compatibility with AV Control systems and Display Power Management (DPM) and it has smart connectivity, a simple user friendly interface, and UHD picture quality

2 DFA TV SHIPPING

Pass-through From Vendor Or 3rd Party, This Is Only An Estimate

**2 SANUS CILT2-B1**

Advanced tilting mount for TVs 37" to 90" allows 12 degrees of tilt and includes a unique feature allowing the TV to be extended from the wall 5.7" for easy servicing of wiring and components mounted behind the TV

* Price Includes Accessories



2

SANUS CIASP1

Small parts panel attaches to the TV mount and provides an easy way to place components behind the TV, along with any cables to create a clean look.

AV System Total

\$5,165.78

Lobby - Room 115 Total

\$5,960.74

* Price Includes Accessories

Community Center

Project No : TOF-01

Rev. 1

10/16/2019

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AV System

- | | | |
|---|------------|---|
|  | 1 | ATLONA AT-RON-444
1x4 HDMI Distribution Amplifier (4Kx2K) |
|  | 1 | KORDZ PRS3 HDMI 1M
DPL Certified 4K Passive High Speed HDMI cable - 1.0 m / 3.3 ft |
|  | 2 | C2G 39710
C2G HDMI Pass Through Decora Style Wall Plate - White - White - Aluminum - 1 x HDMI Port(s) WHITE |
|  | 2 | KORDZ PRO-HD0300
PRO series HDMI cable offers a high degree of mechanical integrity and reliability - 3 meter |
|  | 1 | KORDZ PRS3 HDMI 1.5M
DPL Certified 4K Passive High Speed HDMI cable - 1.5 m / 4.9 ft |
|  | 1 | KORDZ PRS3 HDMI 15M
DPL Certified 4K Active Optical High Speed HDMI cable - 15 m |
|  | 2 | KORDZ PRS3 HDMI 5M
DPL Certified 4K Passive High Speed HDMI cable - 5.0 m / 16.4 ft |
|  | 2 | LAB GRUPPEN LUCIA 60/2 US
Lucia 60/2 incorporates ease of install with 2 x 30 w of decentralized power in a compact Energystar compliant amplifier. |
|  | 2 | LG 65UT640S0UA
The 65UT640S0UA series is specifically designed for diverse business environments. This commercial display TV provides compatibility with AV Control systems and Display Power Management (DPM) and it has smart connectivity, a simple user friendly interface, and UHD picture quality |
| | 2 | DFA TV SHIPPING
Pass-through From Vendor Or 3rd Party, This Is Only An Estimate |
|  | 8 | QSC AC-C6T
6" Two-way ceiling speaker, 70/100V transformer with 8Ω bypass, 110° conical coverage, includes C-ring and rails for blind mount installation. |
| | 240 | SNAP AV NST-182-CS-WH
Wirepath 18 AWG 2 conductor commercial speaker cable is rated for in-wall, in-ceiling, and direct burial applications |

* Price Includes Accessories



2 SANUS CILT2-B1

Advanced tilting mount for TVs 37" to 90" allows 12 degrees of tilt and includes a unique feature allowing the TV to be extended from the wall 5.7" for easy servicing of wiring and components mounted behind the TV



2 SANUS CIASP1

Small parts panel attaches to the TV mount and provides an easy way to place components behind the TV, along with any cables to create a clean look.

AV System Total

\$8,634.83

Business - Room 107/Room 109 Total

\$8,634.83

* Price Includes Accessories

Speakers

**1 QSC AC-C6T**

6" Two-way ceiling speaker, 70/100V transformer with 8Ω bypass, 110° conical coverage, includes C-ring and rails for blind mount installation.

100 SNAP AV NST-182-CS-WH
Wirepath 18 AWG 2 conductor commercial speaker cable is rated for in-wall, in-ceiling, and direct burial applications

100 WEST PENN WIRE 227
1 Pair 12 AWG Speaker Cable

Speakers Total

\$676.99

AV System

**1 BRIGHTSIGN HD1024**

H.265, Full Hd, Mainstream Html5 Player W/Expanded I/O Package



1 KORDZ PRS3 HDMI 1M
DPL Certified 4K Passive High Speed HDMI cable - 1.0 m / 3.3 ft

1 SANDISK EXTREME PLUS MICRO SDHC CARD
32GB memory card is designed specifically for video recording and is designed to be exposed to the elements - temperature proof, shock proof, x-ray proof, and water proof

100 SNAP AV NST-CAT6PL-BLU
Binary Cat 6 plenum wire is bandwidth tested to 650 MHz which supports data rates up to 1 Gbps

**1 LG 55UT640S0UA**

The 55UT640S0UA series is specifically designed for diverse business environments. This commercial display TV provides compatibility with AV Control systems and Display Power Management (DPM) and it has smart connectivity, a simple user friendly interface, and UHD picture quality

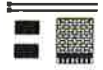
1 DFA TV SHIPPING
Pass-through From Vendor Or 3rd Party, This Is Only An Estimate

* Price Includes Accessories



1 SANUS CILT2-B1

Advanced tilting mount for TVs 37" to 90" allows 12 degrees of tilt and includes a unique feature allowing the TV to be extended from the wall 5.7" for easy servicing of wiring and components mounted behind the TV



1 SANUS CIASP1

Small parts panel attaches to the TV mount and provides an easy way to place components behind the TV, along with any cables to create a clean look.

AV System Total

\$2,582.89

Corridor - C103 Total

\$3,259.88

Project Subtotal:

\$75,063.87

* Price Includes Accessories

PROJECT SUMMARY

Total Installed System Price

\$75,063.87

Client Support

One of DFA's founding philosophies is to take care of our clients after the sale. We will always be here for you if you call us during business hours. But we have found that your company's technology experience can be incomplete without the service and support required to solve issues rapidly and remotely. Because of this we now offer support memberships that include access to 24/7/365 access to remote advanced support, a priority membership with access to expedited on-site advanced support, and a proactive membership with whole-system health monitoring. You will receive a complimentary priority membership for the first 90 days after project completion and be able to choose your level of support going forward after that. Please select an option below.

- ☐ Limited Support \$0 - call us during business hours
- ☐ Essentials+ \$19/month - call/email us anytime, includes remote advanced support
- ☐ Priority \$69/month - Essentials+ and you get same day on-site advanced support for urgent matters
- ☐ Proactive \$99/month - Priority and whole-system health monitoring

Warranty

All equipment included in this proposal comes with and is governed by the manufacturer's warranty. All manufacturers' warranties of equipment sold by DFA are honored by DFA and assistance in obtaining coverage will be supplied at no cost during the first year of ownership.

DFA warrants the workmanship of the system installation services for 1 year starting from the date of project completion. Faults, failures, or abnormal operation due to theft vandalism, Acts of God, and changes to the system settings or connections by persons other than DFA employees is not covered by this warranty. Replacement or adjustment of products which experience normal wear and tear, or are otherwise consumable, are not covered. Adjustment to equipment settings or remote programs due to automatic software updates from equipment manufacturers and media service providers are not covered.

Media

The client acknowledges that DFA may take photographs or video during the course of the work for publication or use in print, on-line, or other advertising media, including without limitation, social media and customer waives any right of privacy or entitlement to compensation for such use. In such use, DFA agrees to not use the client's name or any personally identifying information.

I wish to opt out _____ Date _____

Insurance

DFA agrees to keep in force at their expense such liability insurance as will protect client or general contractor from claims, under Worker's Compensation and other employee benefit laws for bodily injury and death, and for property damage, that may arise out of work performed as installation services. Tennessee State law shall determine the minimum liability limits of such insurance.

Client: **Joe Lacroix**

Date



LARGE VENUE
LASER PROJECTOR

DU8195-BK

High performance, high brightness WUXGA laser projector with HDBaseT™, a full suite of display ports and long life laser light source delivering high performance and prestige rich image

Features

- Laser phosphor engine incorporating a lamp-less design that is mercury-free and environmentally friendly
- 13,500 ANSI lumens with a dynamic 10,000:1 contrast ratio for an amazing image quality
- Built-in color sensor to maintain constant color and an optimal brightness ratio
- Low maintenance with up to 20,000 hours of operating time
- Native WUXGA resolution with a maximum WUXGA resolution
- Built-in hardware edge blending and warping functionality
- Powered zoom, focus and lens shift (horizontal/vertical) for easy adjustment and positioning flexibility
- Lens Positioning Memory (LPS) for quick recall of user defined lens positions (focus, zoom and lens shift)
- Picture-in-Picture (PIP) for simultaneously image projection from two different active sources
- Full suite of display connectivity inputs and outputs including: HDMI v1.4a, DVI-D, Component (5 BNC), VGA-In, 3G-SDI-In/Out, VGA-Out, HDBaseT™
- HDBaseT™ interface with support for distribution of digital HD video content over standard CAT5e/6 LAN cable
- 3D compatibility with DLP® Link™ and HDMI 1.4 technology support (Blu-ray, side by side, frame packing, top and bottom) for dazzling and realistic life-like images
- Portrait mode projection allows the projector to be easily setup and installed in a 90° installation
- 360° operation and projection design for set up in all angles
- Network ready for integration and system administration via RJ45
- Crestron® RoomView™ integration for network monitoring and management
- Eight (8) interchangeable lens options with quick touch lens release design for easy lens removal and reinstallation
- Sealed optical engine and filter-less design keep dust out and improves performance
- 24/7 continuous operation with no downtime

Photo



Specifications		
Display Type	Single Chip 0.67" DLP Technology by TI	
Brightness	13,500 ANSI Lumens ****	
Native Resolution	WUXGA (1920 x 1200), 16:10 format	
Contrast Ratio	10,000:1	
Laser Life/Type	20,000 + hours (Laser Phosphor Light Engine)	
Aspect Ratio	16:10 Native	
Image Size (Diagonal)*	40" – 500"	
Keystone Correction	Vertical ±40°, Horizontal ±60°	
Horizontal Frequency	15, 31 - 90Hz	
Vertical Scan Rate	24 - 30Hz, 47 - 85Hz	
Projector Lens *	8 options (See page 2 for specification)	
Lens Shift Range*	Vertical: -33% to +64%, Horizontal: -14% to +24%	
Offset*	Motorize Lens Shift (See page 2 for specification)	
Edge Blending	Yes (Built-In)	
Warping	Yes (Built-In)	
Computer Compatibility	VGA, SVGA, XGA, WXGA, SXGA, SXGA+, UXGA, 1080P, WUXGA@60hz, Mac	
Video Compatibility	SDTV (480i, 576i), EDTV (480p, 576p), HDTV (720p, 1080i, 1080p)	
I/O Connection Ports	HDMI v1.4 (x2)	Component/RGBHV (5 BNC)
	HDBaseT™	LAN Control (RJ45)
	DVI	RS-232-In/Out (DB-9)
	3G-SDI-In/Out	Wire Remote (3.5mm Jack)
	VGA In/Out	12V Trigger (3.5mm Jack)
Projection Method	Table Top, Ceiling Mount (Front or Rear)	
Security Solutions	Kensington® Security Slot, Security Bar, Anti-Theft Lens Screw	
Dimensions (WxDxH)	19.7" x 22.8" x 8.1" (500 x 580 x 205mm)	
Weight	64lbs (29Kg)	
Available ID Colors	Black (DU8195-BK)	
Noise Level	40dB	
Power Supply	AC 100-240V, 50/60Hz	
Power Consumption	Normal Mode	890W@100Vac, 845W@240Vac
	Network Standby	Less than 3W
	Eco Standby	Less than 0.5W
Environment Condition	Operating	0° to 40°C, (0 to 104°F), humidity 10 to 85% non-condensation
	Storage	-10° to 60°C (14 - 140°F), humidity 5 - 95% non-condensation
Standard Accessories	AC Power Cord, Remote Control, Lens Cap, Anti-Theft Lens Screws, Documentation Kit	
Optional Accessories	Interchangeable Lens Options (x8)	
UPC Code (Projector)	813097023155	

Vivitek™, Vivitek is a trademark of Delta Electronics, Inc. Other trademarks are the properties of their respective owners. Values, weights and dimensions shown are approximate. Errors and omissions accepted. Specifications are subject to change without prior notice.

**** Spec is based on 220V AC



www.vivitekcorp.com

A brand of DELTA



Vivitek Large Venue Projector Lenses

Eight (8) interchangeable lens options for greater installation flexibility

Features

- Eight (8) high-performance lenses designed for a variety of medium to large venue applications
- Wide throw ratio range starting from 0.38 up to a maximum 8.36:1 (Depends on projector resolution) for installation placement ease.
- Available in a variety of zoom ratios between 1.25x and 1.65x
- Powered focus and zoom for easy image adjustments
- Encoding for lens memory function (Selected models only)
- One touch quick release button for simple lens insertion and removal
- All optical elements are made of highest quality optical materials for less light loss and precision geometry

Specifications

Image								
Model Number	D88-UST01B*/***	D88-WF18501*/***	D88-UWZ01*	D88-WZ01	D88-ST001	D88-SMLZ01	D88-LOZ101	D88-LOZ201
Part Number	3797866500-SVK	3797745100-SVK	3797804200-SVK	3797745200-SVK	3797744200-SVK	3797745000-SVK	3797745400-SVK	3797744900-SVK
Lens Type	Ultra Short Throw	Wide Fixed Lens	Ultra-Wide Zoom	Wide Zoom Lens	Standard Lens	Semi Long Zoom	Long Zoom Lens 1	Long Zoom Lens 2
UPC Code	813097021809	814964336835	814964339379	814964336842	814964336828	814964336859	814964336866	814964336873
Throw Ratio	0.38:1	0.76:1	0.75-0.93:1	1.25 - 1.79:1	1.73 - 2.27:1	2.22 - 3.67:1	3.58 - 5.38:1	5.34 - 8.26:1
Zoom Ratio	N/A	N/A	1.25x	1.41x	1.3x	1.65x	1.5x	1.55x
Offset	Power Lens Shift***	Power Lens Shift***	Power Lens Shift	Power Lens Shift	Power Lens Shift	Power Lens Shift	Power Lens Shift	Power Lens Shift
Lens Shift	N/A	N/A	Ver: -33% to +64% Hor: -14% to 24%	Ver: -33% to +64% Hor: -14% to 24%	Ver: -33% to +64% Hor: -14% to 24%	Ver: -33% to +64% Hor: -14% to 24%	Ver: -33% to +64% Hor: -14% to 24%	Ver: -33% to +64% Hor: -14% to 24%
f Value (Focal Length)	5.64mm	11.6mm	11.3 - 14.1mm	18.7 - 26.5mm	26 - 34mm	32.9 - 54.2mm	52.8 - 79.1mm	78.5 - 121.9mm
F Number	2.0	1.85	1.96 - 2.3	1.85 - 2.5	1.7 - 1.9	1.86 - 2.48	1.85 - 2.41	1.85 - 2.48
Image Size (Diagonal)	100" - 350"	40" - 500"	40" - 500"	40" - 500"	40" - 500"	40" - 500"	40" - 500"	40" - 500"
Projection Distance (Projection Distance Range)	0.87 - 2.81m	0.66 - 8.73m	0.64 - 10.66m	1.08 - 20.14m	1.50 - 25.55m	1.93 - 41.45	3.10 - 60.66m	4.55 - 94.09m
Focus/Zoom Adjustment	Motorized	Motorized	Motorized	Motorized	Motorized	Motorized	Motorized	Motorized
Dimensions (D x L)	313 x 421mm (12.3" x 16.6")	102 x 160mm (4" x 6.3")	100 x 141mm (3.9 x 5.5")	100 x 166mm (3.9" x 6.5")	100 x 141mm (3.9 x 5.5")	100 x 160mm (3.9" x 6.3")	100 x 173mm (3.9" x 6.8")	100 x 210mm (3.9" x 8.3")
Weight	2,700g (5.9lbs)	910g (2lbs)	1280g (1.8lbs)	1,090g (2.4lbs)	820g (1.8lbs)	950g (2.1lbs)	1,020g (2.2bs)	1,350g (2.9lbs)

NOTE: ON-AXIS, FIXED CENTER SCREEN, * D88-WF18501 WIDE FIXED LENS (3797745100-SVK) AND D88-UST01B ULTRA-SHORT THROW LENS (3797866500-SVK) ARE NOT COMPATIBLE WITH LENS SHIFT. LENS THROW, IMAGE SIZE AND ZOOM RATIO IS SUBJECT TO A 5% TOLERANCE. GEOMETRY IS SUBJECT TO A 0.6% TOLERANCE OF IMAGE HEIGHT AND/OR WIDTH. ©2015 VIVITEK. VIVITEK IS A TRADEMARK OF DELTA ELECTRONICS, INC. OTHER TRADEMARKS ARE THE PROPERTIES OF THEIR RESPECTIVE OWNERS. VALUES, WEIGHTS AND DIMENSIONS SHOWN ARE APPROXIMATE. ERRORS AND OMISSIONS ACCEPTED. SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into the 30 day of October, 2019 by and between the TOWN OF FARRAGUT, TENNESSEE , a municipal corporation, (herein the "**Town**") and Don Fillers Contracting, Inc, a Tennessee type of corporation or LLC (herein the "**Contractor**"). S Corp

WITNESSETH:

WHEREAS, the TOWN desires to contract with a provider for the purchase and installation of Audio/Video Systems products (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 products n 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 and/or products 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 period of this Contract shall be for 12 months, beginning on Nov 1, 2019 and ending Oct 31, 2020. Additional terms of the contract.

3.0 COMPENSATION

3.01 Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products 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 "B"** and

incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** 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 and/or furnish additional products 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.

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 warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time of service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either" (i) perform again the relevant Contract Items to correct such fault, defect or error, 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. The CONTRACTOR warrants that all

products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications in the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

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 or substantial change 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 any damages to persons or property resulting from the negligent or willful 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 all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful 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 general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of the Contract

13.0 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

14.0 EQUAL EMPLOYMENT OPPORTUNITY

- 14.01 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, age, sex or disability. 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.
- 14.02 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.

15.0 TRANSFER, ASSIGNMENT OR SUBLETTING

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

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 NOTICES

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

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

(ii) To: Contractor Don Fillers Contracting, Inc
Contractor Address 1003 N. Broadway, Knoxville, TN 37917

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.

26.0 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.

27.0 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.

28.0 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.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF FARRAGUT,
TENNESSEE**

By: _____
Ron Pinchok, Mayor

ATTEST:
By: _____
Town Recorder/Treasurer

APPROVED AS TO FORM AND CONTENT

Town Attorney

Don Fillers Contracting, Inc
CONTRACTOR



By: Brent Midyett
Its: VP

CONTRACTOR'S Mailing Address

1003 N. Broadway
Knoxville, TN 37917

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Approval of Resolution R-2019-09, Revised FY2020 Fee Schedule

INTRODUCTION: The FY2020 Fee Schedule is being revised to include state litigation tax. The Town of Farragut Municipal Court has jurisdiction within the Town of Farragut over cases involving violations of Town ordinances, adopted codes and automated traffic enforcement violations.

BACKGROUND: State law mandates that courts collect a litigation tax on all cases that are litigated. The state has determined, for the purposes of imposing a litigation tax, that a case is litigated when the defendant is found guilty, either by a guilty plea or after a court hearing. The state-mandated litigation tax currently is \$13.75 in all cases in municipal court pursuant to **T.C.A. § 16-18-305(a)**. The State Litigation Tax must be submitted monthly by the city court to the Tennessee Department of Revenue.

DISCUSSION: After a case has been litigated, the municipal court judge assesses court costs and fines to the defendant if a judgement of guilty or liable is entered by the judge. Currently, the State Litigation Tax is paid by the Town out of the court costs that are due from the defendant. Since court costs should be used to offset the cost of maintaining and running the court, the State Litigation Tax should be collected from the defendant in addition to any court costs assessed by the judge.

RECOMMENDATION BY: Town Administrator David Smoak and Town Recorder Allison Myers for approval

PROPOSED MOTION: To approve Resolution R-2019-09, Revised FY2020 Fee Schedule

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

<u>FY2020 Fee Schedule</u>		Revised 11/14/2019
		<u>Approved Fee</u>
<u>Administration</u>		
Beer Permit		\$250
Beer Permit Privilege Tax		\$100
Retail Liquor Store Application		\$300
Liquor Privilege Tax		
	Private Club	\$300
	Hotel & Motel	\$1,000
	<u>Restaurants, according to seating</u>	
	75-125 seats	\$600
	126-175 seats	\$750
	176-225 seats	\$800
	226-275 seats	\$900
	276 seats & over	\$1,000
Wine Only Privilege Tax		\$120
Solicitation Permit		\$15
Records Request/Copies (see Section 1-307 of Farragut Municipal Code)	Black & White 8 1/2 X 11	\$0.15
	Color 8 1/2 X 11 or 8 1/2 X 14	\$0.50
	Color 36 X 24	\$5
	Larger copies	Cost of production
	Labor to fill request	Charges based on employee hourly rate and time to fulfill request
Notary Service	\$0 for Farragut residents	\$10 per stamp/signature
Credit Card Fee		2% transaction fee
Court-State Litigation Tax		\$13.75
<u>Engineering</u>		
Drainage Fee		
	Commercial/Office Development	\$0.03 per square foot of impervious surface
	Residential Development	\$40 per subdivision lot

<u>Community Development</u>		<u>Approved Fee</u>
	Illegal Parking (in fire lanes)	\$25
	Special Events Permit	\$25
	Temporary Sign	\$25
	Food Truck, per truck/per day	\$20
	Zoning Letter	\$25
	Trailblazer Signs	\$250
	Licensing Fee	\$100
	Grand Opening security deposit	\$300
	Grand Opening Permit	\$25
	Celebratory Events Permit	\$25
Building Permits	Permit valuation shall include total value of work, including labor and materials, for which the permit is being issued	
	Total Valuation:	
	\$1,000 and less	\$35.00 minimum
	\$1,001 to \$50,000	\$35.00 for the first \$1,000, plus \$6.50 for each additional thousand or fraction thereof, to and including \$50,000
	\$50,001 to \$100,000	\$340 for the first \$50,000, plus \$5.25 for each additional thousand or fraction thereof, to and including \$100,000
	\$100,001 to \$500,000	\$600 for the first \$100,000, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000
	\$500,001 and up	\$2,260 for the first \$500,000, plus \$2.60 for each additional thousand or fraction thereof

Plumbing Permit		\$35, plus \$5.00 for each fixture
Gas Permit		\$35 for first tap, plus \$5.00 for each additional tap
Mechanical Permit-Commercial		\$35 for first \$1,000, per total value of installation, plus \$5.00 for each additional thousand or fraction thereof
	Boilers (any occupancy)	\$10.00 plus
	33,000 Btu (1BHp) to 165,000 (5BHp)	\$5.00
	165,001 Btu (5BHp) to 333,000 (BHp)	\$10.00
	333,001 (10BHp) to 1,165,000 (52BHp)	\$15.00
	1,165,001 (52BHp) to 3,300,000 (98BHp)	\$25.00
	over 3,300,000	\$35.00
Mechanical Permit-Residential		\$35, plus \$35 per each unit
Swimming Pool Permit		
	Public Pool	Per total value of construction as per building permit
	Private pool (one & two family)	Per total value of construction
	Pool fillings system, including backflow prevention	\$1.50 each
	Gas piping system (separate gas permit)	See Gas Permit
	Backwash receptor	\$1.50 each
Demolition Permit (for demolition of any building or structure)		
	0-100,000 cubic feet	\$100
	100,001 cubic feet and over	\$1.00/1,000 cubic feet
Moving Permit (for moving any building or structure)		\$100, plus any applicable bonds
Re-Inspection Fee		\$50 for 1st re-inspection and \$100 for 2nd re-inspection and \$200 for re-inspections of the same failure beyond the 2nd re-inspection
Commencing Work Without a Permit		Fee will be double the calculated building permit fee
Building Permit Application Extension		\$100 with up to 90 days as the maximum extension

Building Permit Extension		\$100 with up to 180 days as the maximum extension
Temporary Certificate of Occupancy	Residential-30 day maximum	\$100
Temporary Certificate of Occupancy	Non-residential-30 day maximum	\$200
Plan Review Fee		Fee is one half of the calculated Building Permit Fee, which is to be paid at the time of plan submittal. One and two family dwellings are exempt. This fee includes an initial submittal and one correction submittal. All additional submittals will require a \$250 re-submittal fee
Re-submittal Plans Review Fee		Re-submittal fees are a minimum of \$250 or one half of the calculated building permit fee based on the difference between the original building value and the revised building value, whichever is greater
Fire Prevention Fee		
	Fire Sprinkler System Permit	\$0.02 per square foot or \$100 (whichever is greater)
	Fire Alarm System Permit	\$0.02 per square foot or \$100 (whichever is greater)
	Modifications to existing fire alarm or sprinkler systems if work does not exceed \$1,000; if does exceed \$1,000, refer to Fire Alarm or Sprinkler System Permit fee	\$50
	All other permits	\$50
Subdivision Fees		
	Concept Plan	\$100
	Preliminary Plat	\$100 plus \$25/lot
	Final Plat	\$100 plus \$25/lot
Site Plan Fees	Less than 3 acres or proposed gross square footage of building space is less than 10,000 square feet	\$100
Site Plan Fees	More than 3 acres or proposed gross square footage of building space is more than 10,000 square feet	\$200
Landscape Plan Fees		\$50
Zoning Ordinance & Subdivision Regulations Text Amendment Fees	Amend written text	\$250

Zoning Map Amendment Fees	Amend map	\$300
Comprehensive Land Use Plan Amendment	Amend text or map	\$300
Municipal Code Text Amendment Fee		\$250
Sign Fees	Application to erect a sign.	\$100
Sign Modification Without a Permit	Modification to a sign or installation of a sign prior to obtaining approval by the Town	\$200
Sign Fees for Tenant Panel Addition or Modification to Tenant Panel on Existing Ground Mounted Sign		\$50/panel
Home Occupation Fee		\$50
Board of Zoning Appeals - Special Exception, Use on Review, or Interpretation Request		\$100
Board of Zoning Appeals - Variance Request		\$300
Everett Road Corridor Fee		Ordinance 14-19

<u>Parks & Leisure Services</u>		<u>Approved Fee</u>		
<u>Facility</u>				
Community Room/Board Room Rental		\$20 per hour; \$30 with kitchen		
Picnic/Pavilions Rental	Essex (AP); Burnside (CSP)	\$25 half day/ \$40 full day		
	Hartford & Saratoga (AP); Longstreet (CSP)	\$45 half day/\$80 full day		
	McFee Small	\$85 half day/\$125 full day		
	McFee Large	\$95 half day/\$145 full day		
Athletic, Effective March 1, 2018	Fields (Diamond & Fields (Artificial Turf)	\$20 per hour \$40 per hour		
	Softball Fees	\$325 per team		
	Competitive, Recreational & Intermediate Volleyball	\$165 per team		
	Open Volleyball Fees	\$150 per team		
Field Closed Non Compliant Fee		\$100 per event		
For-Profit/Park Usage Fee	Professional Photographers, For profit	\$25 per hour		
Tournament Usage Fee	Grass Field/Volleyball	\$85 half day/\$150 full day		
	Synthetic Turf Field	\$170 half day/\$300 full day		
Concession/Vendor Fee	Per Vendor/All Weekend	\$20 per day		
Special Event Park Use Fee - Founders Park Only		\$200 per 4 hours; \$50 per hour for each additional hour		
Community Center Fees				
<u>Classrooms</u>	Non Profit - Reg Hours	Non-Profit - After Hours	For Profit/Social - Reg Hours	For Profit/Social - After Hours
Small (1 - 1/2 hour block)	\$15	\$40	\$15	\$40
Small (1 - 1/2 hour block) - Holiday Fee		\$50		\$50
Medium	\$20	\$45	\$20	\$45
Medium (1 - 1/2 hour block) - Holiday Fee		\$55		\$55
Large	\$25	\$50	\$25	\$50
Large Classroom (1 - 1/2 hour block) - Holiday Fee		\$60		\$60

Gym				
Sports/Fitness (1 hour block)	\$30	\$55	\$30	\$55
Sports/Fitness (1 hour block) - Holiday Fee		\$75		\$75
Sports/Fitness - Setup Fee	\$15	\$15	\$15	\$15
Camp/Tournament (Half Day - 6 hours)	\$150	\$275	\$150	\$275
Camp/Tournament (Whole Day)	\$325	\$600	\$325	\$600
Camp/Tournament (Half Day - 6 hours) - Holiday Fee (20%)		\$330		\$375
Camp/Tournament (Whole Day) - Holiday Fee (20%)		\$720		\$800
Special Event (8 hours)*	\$450	\$650	\$750	\$950
Special Event (8 hours)* - Holiday Fee (20%)		\$780		\$1,140
Special Event Additional Hours (Per Hour)	\$125	\$125	\$125	\$125
Special Event Additional Hours (Per Hour) Holiday Fee (20%)	\$150	\$150	\$150	\$150
Refundable Damage Deposit	\$250	\$250	\$250	\$250
Assembly Hall				
8 Hour Rental**	\$400	\$650	\$650	\$850
Additional Hours (Per Hour)	\$100	\$100	\$100	\$100
Additional Hours (Per Hour) Holiday Fee (20%)	\$120	\$120	\$120	\$120
Alcohol Fee (No Sales)	\$100	\$100	\$100	\$100
Alcohol Fee (Sales) - For Profit Business Only (Not social)			\$500	\$500
Refundable Damage Deposit	\$250	\$250	\$250	\$250
*Includes commercial kitchen				
**Includes pre-function room and catering kitchen				

AGENDA NUMBER V. E.

MEETING DATE November 14, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Appointment to the Farragut Tourism/Visitor Advisory Committee

INTRODUCTION: The purpose of this business item is to appoint an applicant to the Farragut Tourism/Visitor Advisory Committee. The appointment to the tourism committee will expire in June 2020. Candace Viox has applied for this appointment

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

PROPOSED MOTION: To appoint Candace Viox to the Tourism/Visitor Advisory Committee, expiring June 2020.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>PINCHOK</u>	<u>MEYER</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Candace Viox
Address 11045 Farragut Hills Blvd Zip 37934
Home Phone 865 771-0780 Business Phone 865.392.1586
Fax _____ E-mail wzwoxville@gmail.com
Occupation Business Owner
Education Pellissippi state, Lee University

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

to help with tourism for our growing town.

Intro to Farragut Program Graduate Yes _____ No _____

Indicate which Committee you are interested in serving:

- _____ Arts and Beautification Committee
- _____ Board of Plumbing & Gas/Mechanical Examiners
- _____ Board of Zoning Appeals (BZA)
- _____ Farragut Museum Committee
- _____ Farragut Education Relations Committee
- ☒ Farragut Tourism / Visitor Advisory Committee *
- _____ Parks & Athletics Council
- _____ Stormwater Advisory Committee
- _____ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the category you would represent: Dining

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature [Signature] Date 11/8/19

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 19-27, Ordinance on second reading amending the Capital Investment Program and State Street Aid Fund budget of the Fiscal Year 2019-2020 budget, passed by Ordinance 19-22

INTRODUCTION:

The purpose of this agenda item is to amend the Fiscal Year 2020 Capital Investment Program and State Street Aid Fund Budget.

DISCUSSION:

The **Capital Investment Program** will be amended by increasing the appropriated expenditures from \$21,345,000 to \$21,410,000, an increase of \$65,000.

- **Watt Road/Kingston Pike Intersection project**
 - **\$15,000**-As the Watt Road/Kingston Pike project design has proceeded, estimates for construction costs have increased substantially above the original \$500,000 estimate. In order to fully fund the project, an additional amount of \$370,000 was requested in Surface Transportation Block Grant (STBG) funding through the TPO last year, based upon a projected cost of \$870,000. STBG funding is provided on an 80/20 cost share of federal/local funds, so the additional \$370,000 is to be shared as \$296,000 federal/\$74,000 local funds. Staff is requesting an additional \$15,000 for the project due to the increased cost of construction.
- **CMAQ**
 - **\$20,000**-The Town requested additional CMAQ funding for additional equipment. The request was approved, and additional engineering design services were needed, with a fee of \$20,000. This project is 100% funded but the funds do need to be allocated.
- **Anchor Park**
 - **\$30,000**-Professional services agreement/scope of services with Lose Design for construction oversight of the Anchor Park renovation, \$25,000. These services were not included in the original design contract. An additional \$5,000 for benches and equipment needed for the new building.

FINANCIAL SECTION:

The additional \$65,000 in expenditures will be pulled from the CIP fund balance. With the adjustment, the amended fund balance for the Capital Investment Program is \$877,419.

Account Number: Capital Investment Program

Original FY2020 Budget

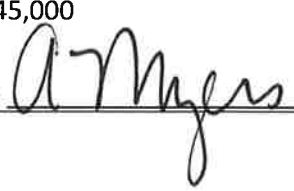
Requested Amendment

FY2020 Amended Budget

\$21,345,000

\$65,000

\$21,410,000

Approved By: 

The **State Street Aid Fund** will be amended by increasing the appropriated expenditures from \$865,000 to \$1,502,859, an increase of \$637,859.

○ **Resurfacing Program**

- For the past few years, in hopes of receiving better bids, the resurfacing contract has provided for a more flexible and longer construction season. Due to this change, the resurfacing of the Town's streets typically spans multiple fiscal years. The resurfacing balance for FY19 was \$637,859. The resurfacing budget for FY20 will be amended from \$650,000 to \$1,287,859, an increase of \$637,859. The remaining invoices for the previous year's contract will be paid in the current fiscal year so the balance will be transferred from FY2019 to FY2020.

FINANCIAL SECTION:

Account Number: State Street Aid Budget		
<u>Original FY2020 Budget</u>	<u>Requested Amendment</u>	<u>FY2020 Amended Budget</u>
\$865,000	\$637,859	\$1,502,859
Approved By: <u></u>		

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

PROPOSED MOTION: Motion to approve Ordinance 19-27 on second and final reading.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE	19-27
PREPARED BY	Myers
1 ST READING	October 24, 2019
2 nd READING	November 14, 2019
PUBLISHED IN	Shopper News Farragut
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2019-2020 BUDGET, PASSED BY ORDINANCE 19-22**

WHEREAS, the Town of Farragut adopted the fiscal year 2019-20 budget by passage of Ordinance Number 19-22 on June 13, 2019; 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 Capital Investment Program and State Street Aid 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 2019-2020 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 19-22 is hereby amended by:

- The **Capital Investment Program** will be amended by increasing the appropriated expenditures from \$21,345,000 to \$21,410,000, an increase of \$65,000.
- The **State Street Aid** will be amended by increasing the appropriated expenditures from \$865,000 to \$1,502,859 an increase of \$637,859.

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.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Trevor Hobbs**SUBJECT:** Ordinance 19-28**AN ORDINANCE TO AMEND CHAPTER 4 OF THE FARRAGUT MUNICIPAL CODE TO PERMIT THE SALE AND DISTRIBUTION OF ALCOHOLIC BEVERAGES IN TOWN-OWNED RENTAL PROPERTIES.**

INTRODUCTION: The opening of the Farragut Community Center and expansion of related rental venues have prompted the need to modify and adopt additional policies in order to regulate the sale and serving of beer and alcoholic beverages at the Farragut Community Center, Campbell Station Inn, and Town Hall.

BACKGROUND: The Town has historically prohibited selling or distributing alcoholic beverages of any kind on town-owned property including rental spaces at Town Hall and the town's parks. The only indoor facility available for rental is currently the Community Room at Town Hall.

However, with the opening of the town's community center and the expansion of rental opportunities on town-owned property, market and benchmarking research conducted by staff indicates that use of town facilities will be maximized by permitting the sale and distribution of alcoholic beverages.

In terms of regulatory authority, the Tennessee Alcoholic Beverage Commission regulates the sale and distribution of alcoholic beverages having greater than eight percent alcohol content by volume, leaving the regulation of alcoholic beverages having eight percent or less alcohol content by volume to municipalities. Currently, the Town's Beer Board has sole authority to grant permits related to the sale and distribution of beer within the town.

In order to reduce the burden on individuals and groups who rent town-owned property, staff have drafted amendments to the Town's Alcoholic Beverage Ordinance to create a new permit specifically for selling and serving alcohol in designated rental areas of town-owned property. The proposed amendments would allow these permits to be issued as part of the rental process rather than through the Beer Board.

DISCUSSION: The proposed ordinance has four elements:

The first element of the ordinance amends Article 3- Beer, by adding a definition for the newly created Temporary Alcohol Permit. This permit authorizes renters to sell or serve beer and alcoholic beverages during their events held on town-owned property.

The second element of the ordinance amends language related to the authority and powers of the town's Beer Board, to exempt the Temporary Alcohol Permit from the Beer Board's regulatory authority and application process.

The third element of the ordinance amends language related to the town's Class 6 Special Occasion Beer Permit to exempt the Temporary Alcohol Permit from the regulations of that section.

The fourth element of the ordinance creates a new Article IV- Town-owned Properties.

The newly formed Article IV includes the following elements:

- A section for definitions
- Authorizes the Town Administrator or his designee to administer the Temporary Alcohol Permit process
- Clarifies that other regulations of the chapter still apply to rental situations
- Specifies the town-owned properties governed by the new article
- Introduces the Temporary Alcohol Permit, its purpose, and content
- Requires the sale or distribution of alcohol to be exclusively through a state-licensed caterer whose staff are state-licensed servers.
- Authorizes the Town Administrator or his designee to terminate the sale or distribution of alcohol at events held on town-owned property in the event of inappropriate behavior.
- Specifies the terms and conditions for a violation of the article and its penalty.

The key feature of the policies that will regulate alcohol on town-owned properties is the requirement for renters to hire caterers who have a Catering License from the Tennessee Alcoholic Beverages Commission and for them to utilize staff who have a Server Permit from the Tennessee Alcoholic Beverages Commission.

Together with the Temporary Alcohol Permit, the aggregate regulation will comply with the State's permit and license requirements and will fulfill the regulatory intent of the Town's Beer Board.

The intent of these amendments is to reduce the number of regulatory agencies with which renters must interact when planning events that will be held on town-owned property, keep rental lead time low, and prevent overburdening the Beer Board with applications that relate to rentals at town-owned properties. These amendments would also facilitate the Town's planning of special events on its own property and allow for the sale or distribution of alcohol.

In summary, the article transfers the regulatory burden of alcohol permits related to events held on town-owned property from the Beer Board to the administrative rental process. It is anticipated that The Parks & Recreation Department will operate the rental process for all town-owned properties and that applications for this permit will be frequent.

RECOMMENDATION BY: Trevor Hobbs & Sue Stuhl

PROPOSED MOTION: To approve Ordinance 19-28 on second and final reading.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>BURNETTE</u>	<u>PINCHOCK</u>	<u>MEYER</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE: 19-28
PREPARED BY: Hobbs
REQUESTED BY: BMA
1ST READING: October 24, 2019
2ND READING:
PUBLISHED IN:
DATE:

ORDINANCE 19-28, AN ORDINANCE TO AMEND CHAPTER 4 OF THE FARRAGUT MUNICIPAL CODE TO PERMIT THE SALE AND DISTRIBUTION OF ALCOHOLIC BEVERAGES IN TOWN-OWNED RENTAL PROPERTIES.

WHEREAS, the Board of Mayor and Aldermen intend to regulate the sale and distribution of alcoholic beverages according to the dictates of the law; and

WHEREAS, the health, safety, and welfare of the community are of the utmost importance; and

WHEREAS, in order to permit the sale and distribution of alcoholic beverages in town-owned rental properties, it is necessary to amend the town's existing regulations regarding alcoholic beverages;

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, Chapter. 4 Article 3, Division 1, Section 4-93 is amended by adding the following definition:

Temporary Alcohol Permit means the permit and letter of permission provided to a renter of a property owned by the Town of Farragut granting the temporary privilege of storing, serving, distributing or selling beer and alcoholic beverages on town-owned property for a specified period of time.

SECTION 2.

The Farragut Municipal Code, Chapter. 4 Article 3, Division 2, Section 4-125 as follows:

With the exception of town-owned properties as identified in Sec. 4-166(a), the beer board shall have the power and is hereby directed to regulate the selling, storing for sale, distributing for sale, and manufacturing of beer within this municipality in accordance with the provisions of this division.

The selling, storing for sale, and distributing of beer on town-owned properties shall be governed by the provisions of Article IV of this chapter.

SECTION 3.

The Farragut Municipal Code, Chapter. 4 Article 3, Division 3, Section 4-149(a)(1)(f) is amended by adding item 7 as follows:

Temporary Alcohol Permits shall be exempt from the provisions of this section and division and shall instead be governed by the provisions of Article IV of this chapter.

SECTION 4.

The Farragut Municipal Code, Chapter. 4 by creating Article IV- Town-owned Properties:

ARTICLE IV. Town-owned Properties

Section 4-163. – Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic Beverage means and includes alcohol, spirits, liquor, wine, high gravity beer and every liquid containing alcohol, spirits and wine, and capable of being consumed by human beings, where the alcoholic content is greater than eight percent by weight.

Applicant means the person or organization on whose behalf an application for a Temporary Alcohol Permit is filed.

Bartender means an individual who is directly engaged in the distribution, serving, or sale of beer and alcoholic beverages for on-premise consumption.

Beer means beer, ale or other malt beverages, having an alcoholic content of not more than eight percent by weight, provided, however, that no more than forty-nine percent of the overall alcoholic content of such beverage may be derived from the addition of flavors and other non-beverage ingredients containing alcohol.

Bona Fide Charitable, Non-profit Organization means any corporation which has been recognized as exempt from federal taxes under § 501(c) of the Internal Revenue Code (26 U.S.C § 501(c) or any organization recognized as exempt from sales tax by The State of Tennessee.

Bona Fide Political Organization means any political campaign committee as defined in TCA § 2-10-102 or any political party as defined in TCA § 2-13-101.

Caterer means a business engaged in the offering of food and beverage service for a fee at various locations, which:

- (a) Operates a permanent catering hall on an exclusive basis or restaurant;
- (b) Has a complete and adequate commercial kitchen facility; and
- (c) Is licensed as a caterer by the Tennessee Department of Health

High Gravity Beer means an alcoholic beverage which is beer, ale or other malt beverage having an alcoholic content of more than eight percent by weight and not more than twenty percent by weight, provided that no more than forty-nine percent of the overall alcoholic content of such beverage may be derived from the addition of flavors and other non-beverage ingredients containing alcohol.

Temporary Alcohol Permit means a permit and letter of permission issued by the Town Administrator or his designee, provided to a renter of a property owned by the Town of Farragut, granting the privilege of storing, serving, distributing or selling beer and/or alcoholic beverages on town-owned property.

Section 4-164. – Administration

The Town Administrator or his designee shall have authority to administer the provisions of this article.

Section 4-165. – Supremacy

- (a) The provisions of this article shall not be interpreted to supersede other provisions of this chapter as related to the consumption, serving, distribution, and sale of beer and alcoholic beverages.
- (b) Nothing in this article shall be interpreted to replace or supersede any provision or law of The United States of America, The State of Tennessee, or regulation of the Tennessee Alcoholic Beverages Commission.

Section 4-166. – Town-owned Properties

- (a) Subject to the provisions of this article, beer and alcoholic beverages may be sold, served, and consumed only on the premises of the Farragut Town Hall and grounds, Campbell Station Inn and grounds, and the Farragut Community Center and grounds.
- (b) Subject to the provisions of this article, beer and alcoholic beverages may be sold, served, or consumed only in a specified rental area of a town-owned property.
- (c) Only beer and/or alcoholic beverages provided by the renter or a licensed caterer contracted by the renter may be consumed within a specified rental area of a town-owned property.
- (c) Nothing in this article shall be interpreted to permit the sale, serving, distribution, possession, or consumption of beer or alcoholic beverages outside of a specified rental area or on the premises of any other property owned by The Town of Farragut.
- (d) Nothing in this article shall be interpreted to alter Sec. 4-95 of this chapter.

Section 4-167. – Permits

- (a) For the purposes of this article, in addition to permits and licenses required by the State of Tennessee, the Town Administrator or his designee may authorize the issuance of municipal permits for the sale and/or serving of beer and alcoholic beverages at town-owned properties to individuals or groups renting town-owned property.
- (b) No individual, group, or entity shall transport to, serve, distribute, possess, or consume beer or alcoholic beverages of any kind on the premises of town-owned property unless approved for a Temporary Alcohol Permit.
- (c) A Temporary Alcohol Permit shall:
 - (1) State the name of applicant to whom the permit is granted
 - (2) Specify the designated rental area for which the permit is granted
 - (3) State the dates and times during which the permit is valid

Section 4-168. – Service and Sale of Beer & Alcoholic Beverages

- (a) Beer and alcoholic beverages may be served at an event held on town-owned property for on-premise consumption only if the renter is approved for a Temporary Alcohol Permit.
- (b) Beer and alcoholic beverages may only be sold and/or served by a licensed caterer who holds a Caterer License from the Tennessee Alcoholic Beverage Commission by a bartender who holds a Server Permit from The Tennessee Alcoholic Beverage Commission.
- (c) The sale of beer or alcoholic beverages on town-owned property for off-premise consumption is prohibited.

Section 4-170. – Inappropriate Behavior

The serving, possession or consumption of beer and alcoholic beverages on town-owned property, may be ordered discontinued at any time at the discretion of The Town Administrator or his designee. Inappropriate behavior, exposure to liability due to excessive drinking, intoxication of individuals, damage to property or injury to individuals, and other such activities will result in the discontinuance of the serving, possession or consumption of beer and alcoholic beverages.

Section 4-171. – Violation

Any violation of the terms of this article shall constitute a civil offence, and upon conviction, shall be punishable by a fine not to exceed \$50 per violation. Each separate occurrence shall be considered a separate violation.

SECTION 5.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 19-29, an ordinance on first reading to amend the Farragut Municipal Code, Chapter 105, Article 2., Section 105-20 e. and f., concerning construction types and sprinklering for certain size/story structures

BACKGROUND: Ordinance 19-29 includes language that would correct an existing error in the Farragut Municipal Code as it applies to certain building and fire code modifications adopted by the Town in excess of the minimum standards provided in the International Building Code (IBC). Specifically, the modifications in question govern certain buildings in excess of 7,000 gross square feet that would be required to be constructed of Type I, II, III, or IV Construction and sprinklered per Section 903.3 of the IBC. The 7,000 square foot provision and the construction types are provided for in the IBC and are industry recognized applications.

This construction type and sprinklering requirements provided for in the code modifications would also apply to buildings that are more than two stories. The current language includes, in error, the word “not” that is outlined in the following adopted provisions:

(e) The International Building Code is amended by adding the following: Any structure in excess of 7,000 gross square feet per story and not more than two stories shall be of Type I, II, III or IV construction; and

(f) The International Building Code is amended by adding the following: Any structure in excess of 7,000 gross square feet per story and not more than two stories shall be sprinklered per Section 903.3 of the International Building Code.

To be clear and consistent with the intent of the modifications, the language should be stated as the following:

(e) The International Building Code is amended by adding the following: Any structure in excess of 7,000 gross square feet per story or more than two stories shall be of Type I, II, III or IV construction.

(f) The International Building Code is amended by adding the following: Any structure in excess of 7,000 gross square feet per story or more than two stories shall be sprinklered per Section 903.3 of the International Building Code.

RECOMMENDATION: Ordinance 19-29 corrects the error in the current language for both building construction types and buildings required to be sprinklered. Community Development Director, Mark Shipley, recommends approval of Ordinance 19-29 on first reading.

PROPOSED MOTION: To approve Ordinance 19-29 on first reading.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE:
PREPARED BY:
1ST READING:
2ND READING:
PUBLISHED IN:
DATE:

19-29
Shipley

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, CHAPTER 105, BUILDING AND BUILDING REGULATIONS, ARTICLE 2, INTERNATIONAL BUILDING CODE, SECTION 105-20. - MODIFICATIONS, SUBSECTIONS E. AND F., AS THEY APPLY TO CONSTRUCTION TYPE AND SPRINKLERING REQUIREMENTS FOR CERTAIN SIZE/STORY BUILDINGS

WHEREAS, the Board of Mayor and Alderman of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Chapter 105, Article 2, International Building Code, Section 105-20. - Modifications, Subsections e. and f., as they apply to construction type and sprinklering requirements for certain size/story buildings;

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

SECTION 1.

The Farragut Municipal Code, Chapter 105, Article 2, International Building Code, Section 105-20. – Modifications, Subsections e. and f., are amended by deleting them in their entirety and substituting in lieu thereof the following:

- (e) The International Building Code is amended by adding the following: Any structure in excess of 7,000 gross square feet per story or more than two stories shall be of Type I, II, III or IV construction.
- (f) The International Building Code is amended by adding the following: Any structure in excess of 7,000 gross square feet per story or more than two stories shall be sprinklered per Section 903.3 of the International Building Code

SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder