

December 12, 2019 Minutes

Workshop

The Board of Mayor and Aldermen provided guidance to staff concerning property maintenance within the Town of Farragut.

The Board asked questions of staff about the Knox County Growth Policy Plan. This item will be on the January 9th Board of Mayor and Aldermen meeting.

Alderman Meyer presented a proposal for a volleyball tournament. The board verbally designated funding for the tournament.

Board Meeting

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

Mayor Williams thanked public works and parks staff on great Christmas events.

Presentation of Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2019

Sarah Moscript, Whitlock & Company, presented the CAFR report to the board.

Approval of Minutes

Motion was made to approve the minutes of November 14, 2019 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; no nays, Alderman Burnette abstained; motion passed.

Business Items

Approval of 2020 Snow Removal Efficiency Schedule

Motion was made to approve the 2020 Snow Removal Schedule as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

Approval of Contract 2020-11, Campbell Station Wall Renovation

Motion was made to approve Contract 2020-11 with Pratt Masonry in the amount of \$77,000. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

Approval of bids for Project Material, Campbell Station Wall Renovation

Motion was made to approve material purchase from General Shale Brick in the amount of \$57,337.92. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

Approval of Contract for Control Access and Security System

Motion was made to approve the contract with Knox Integrated for Control Access and Security System in the amount of \$51,690. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

Approval of request for residential driveway onto Everett Road for a proposed dwelling at 750 Everett Road (Jill Bagga, Applicant)

Motion was made to Approval of request for residential driveway onto Everett Road for a proposed dwelling at 750 Everett Road. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

Approval of request for residential driveway onto Boyd Station Road for the property at 1024 McFee Road (Lisa & Robert Gibson, Applicant)

Motion was made to approve a request for residential driveway onto Boyd Station Road for the property at 1024 McFee Road. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

Approval of Professional Services Agreement for Legislative Services with Laine Communications

Motion was made to approve a Professional Services Agreement for Legislative Services with Laine Communications for a 3-year contract. Moved by Alderman Povlin, seconded by Alderman Meyer, voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays, motion passed.

Ordinance

Public Hearing & Second Reading

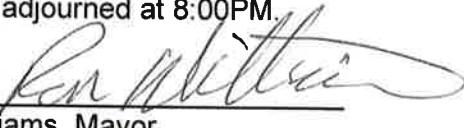
Ordinance 19-29, an ordinance to amend the Farragut Municipal Code, Chapter 105, Article 2., Section 105-20 e. and f., concerning construction types and sprinklering for certain size/story structures

Motion was made to approve Ordinance 19-29 on second and final reading. Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; motion passed.

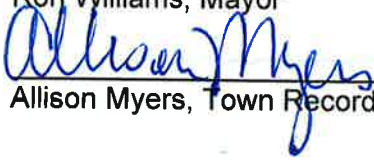
Town Administrator's Report

David Smoak, Town Administrator, announced that the Community Center ribbon cutting is January 16, 2020 at 10:00 AM.

Meeting adjourned at 8:00PM.



Ron Williams, Mayor



Allison Myers, Town Recorder



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

December 12, 2019

WORKSHOP

5:00 PM

**Community Property Maintenance
Growth Policy Plan Review
Sporting Event Proposal**

BEER BOARD

6:55 PM

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Presentation of Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2019**
- V. Approval of Minutes**
 - A. November 14, 2019
- VI. Business Items**
 - A. Approval of 2020 Snow Removal Efficiency Schedule
 - B. Approval of Contract 2020-11, Campbell Station Wall Renovation
 - C. Approval of bids for Project Material, Campbell Station Wall Renovation
 - D. Approval of Contract for Control Access and Security System
 - E. Approval of request for residential driveway onto Everett Road for a proposed dwelling at 750 Everett Road (Jill Bagga, Applicant)
 - F. Approval of request for residential driveway onto Boyd Station Road for the property at 1024 McFee Road (Lisa & Robert Gibson, Applicant)

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- G. Approval of Professional Services Agreement for Legislative Services with Laine Communications

VII. Ordinance

A. Public Hearing & Second 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

VIII. Town Administrator's Report

IX. Town Attorney's Report

X. 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.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs

SUBJECT: Community Property Maintenance/Code Enforcement

INTRODUCTION: The amendments of this ordinance provide additional clarity in definitions, consistency in servicing notices of violation and remedial action upon non-compliance, and address elements of the current regulations that are not consistent with State Law.

BACKGROUND: The Town has adopted for many years the International Property Maintenance Code (IPMC) in addition to a number of free-standing municipal ordinances dealing with similar nuisances. Inconsistencies between the IMPC and municipal ordinances have made it difficult for staff to enforce these provisions.

The proposed amendments to Chapter 14 of the Farragut Municipal Code address the challenges that have prevented effective enforcement and will allow for a greater degree of automation and consistency in our approach.

DISCUSSION: First, amendments to the definitions expands the concept of "Litter" to include "Junk", a term already present in the IMPC. Second, in all instances dealing with administration and enforcement, the proposed amendment adds language that authorizes the "Town Administrator or his designee" to administer and enforce the provisions of the chapter. Third, the proposed amendment creates consistency in the amount of time granted in the warning notice period prior to a court citation being issued. Fourth, the proposed amendments create a consistent procedure for issuing a warning notice of violation and to whom it can be provided. Lastly, the proposed amendments remove elements of the existing ordinances, which, following past changes in state law, are no longer within the legal authority of municipalities.

Staff seek the Board's guidance on these proposed amendments, the degree of proactivity desired, and any additional nuisances the Board desires that the town regulate.

RECOMMENDATION BY:

PROPOSED MOTION:

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 [Insert Number]: An ordinance to amend definitions and procedural elements of the weeds and littering regulations.

1. Amend Chapter 14, Article 2, by creating Division 1.- Unfit Structures

TCA Reference: §13-21-101 et. Seq.

1. Definitions

As used in this part, unless the context otherwise requires:

- (1) "Dwelling" means any building or structure, or part thereof, used and occupied for human occupation or use or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith;
- (2) "Governing body" means the council, commission, or board, or other legislative body, charged with governing a municipality;
- (3) "Municipality" means any city or town;
- (4) "Owner" means the holder of the title in fee simple and every mortgagee of record;
- (5) "Parties in interest" means all individuals, associations, corporations and others who have interests of record in a structure and any who are in possession thereof;
- (6) "Place of public accommodation" means any building or structure in which goods are supplied or services performed, or in which the trade of the general public is solicited;
- (7) "Public authority" means any housing authority or any officer who is in charge of any department or branch of the government of the municipality or state relating to health, fire, building regulations, or other activities concerning structures in the municipality;
- (8) "Public officer" means any officer or officers of a municipality or the executive director or other chief executive officer of any commission or authority established by such municipality or jointly with any other municipality who is authorized by ordinance adopted hereunder to exercise the power prescribed by such ordinances and by this part; and
- (9) "Structure" means any dwelling or place of public accommodation or vacant building or structure suitable as a dwelling or place of public accommodation.

2. Findings of board

Pursuant to Tennessee Code Annotated §13-21-101 et. Seq., the Board of Mayor and Aldermen finds that there exists in the town structures which are unfit for human occupation or use due to dilapidation, defects increasing the hazards of fire, accident or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering such dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety and morals, or otherwise inimical to the welfare of the residents of the town.

3. Powers conferred are supplemental

Nothing in this chapter shall be construed to abrogate or impair the powers of the court or of any department of the town to enforce any provisions of its charter or its ordinances or regulations, nor to prevent or punish violations thereof, and the powers conferred by this part shall be in addition and supplemental to the powers conferred by any other law.

Nothing in this section shall be construed to impair or limit in any way the power of the municipality to define and declare nuisances and to cause their removal or abatement, by summary proceedings or otherwise.

4. Structures unfit for human habitation or use deemed unlawful

(a) It shall be unlawful for any owner of record to create, maintain or permit to be maintained in the town structures which are unfit for human occupation or use due to dilapidation, defects increasing the hazards of fire, accident or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering such dwellings unsafe or unsanitary, or dangerous or detrimental to health, safety and morals, or otherwise inimical to the welfare of the residents of the city.

(b) Violations of this section shall subject the offender to a penalty of fifty dollars (\$50.00) per offence. Each day a violation exists shall constitute a separate offense.

5. "Public Officer" designated; powers

There is hereby designated a public officer, authorized to enforce and administer the provisions of this part. As such, the public officer, or his or her designee, shall have the authority to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted, to:

- (1) Investigate conditions in the town in order to determine which structures therein are unfit for human occupation or use;
- (2) Administer oaths, affirmations, examine witnesses and receive evidence;
- (3) Enter upon premises for the purpose of making examinations; provided, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (4) Appoint and fix the duties of such officers, agents and employees as the public officer deems necessary to carry out the purposes of the ordinances; and
- (5) Delegate any of such public officer's functions and powers under the ordinance to such officers and agents as the public officer may designate.

7. Basis of finding unfitness

The public officer shall have the power and may determine that a structure is unfit for human occupation or use if the public officer finds that conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such structure, the occupants of neighboring structures or other residents of such municipality. Such conditions may include the following, without limiting the generality of the foregoing: defects therein increasing the hazards of fire, accident, or other calamities; lack of adequate ventilation, light, or sanitary facilities; dilapidation; disrepair; structural defects; or uncleanness. Such ordinance may provide additional standards to guide the public officer, or the public officer's agents, in determining the fitness of a dwelling for human occupation or use.

8. Initiation of proceedings; hearings

Whenever a petition is filed with the public officer by a public authority or by at least five (5) residents of the municipality charging that any structure is unfit for human occupation or use, or whenever it appears to the public officer, on the public officer's own motion, that any structure is unfit for occupation or use, the public officer shall, if the public officer's preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest of such structure, a complaint stating the charges in that respect and containing a notice that a hearing will be held before the public officer, or the public officer's designated agent, at a place therein fixed, not less than ten (10) days nor more than thirty (30) days after the serving of the complaint.

- (a) The owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and
- (b) The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the public officer;

9. Service of complaints or orders

Complaints or orders issued by a public officer pursuant to an ordinance adopted under this part shall be served upon persons either personally or by registered mail, but if the whereabouts of such persons are unknown and the same cannot be ascertained by the public officer in the exercise of reasonable diligence, and the public officer shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing the same once each week for two (2) consecutive weeks in a newspaper printed and published in the municipality, or in the absence of such newspaper, in one printed and published in the county and circulating in the municipality in which the structures are located. A copy of such complaint or order shall be posted in a conspicuous place on premises affected by the complaint or order. A copy of such complaint or order shall also be filed for record in the register's office of the county in which the structure is located, and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

10. Orders to owners of unfit structures

If, after such notice and hearing, the public officer determines that the structure under consideration is unfit for human occupation or use, the public officer shall state in writing the public officer's findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order:

- (a) If the repair, alteration or improvement of the structure can be made at a reasonable cost in relation to the value of the structure (not exceeding fifty percent (50%) of the reasonable value), requiring the owner, within the time specified in the order, to repair, alter or improve such structure to render it fit for human occupation or use or to vacate and close the structure as a place of human occupation or use; or
- (b) If the repair, alteration or improvement of the structure cannot be made at a reasonable cost in relation to the value of the structure (not exceeding fifty percent (50%) of the reasonable value), requiring the owner, within the time specified in the order, to remove or demolish such structure;

11. When Public Officer may repair, etc.

If the owner fails to comply with an order to repair, alter or improve or to vacate and close the structure, the public officer may cause such structure to be repaired, altered or improved, or to be vacated and closed; that the public officer may cause to be posted on the main entrance of any structure so closed, a placard with the following words: "This building is unfit for human occupation or use. The use or occupation of this building for human occupation or use is prohibited and unlawful".

12. When Public Officer may remove or demolish

If the owner fails to comply with an order to remove or demolish the structure, the public officer may cause such structure to be removed or demolished.

13. Liens for expenses

The amount of the cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition by the public officer, as well as reasonable fees for registration, inspections and professional evaluations of the property, shall be assessed against the owner of the property, and shall, upon the certification of the sum owed being presented to the **municipal tax collector**, be a lien on the property in favor of the municipality, second only to liens of the state, county and municipality for taxes, any lien of the municipality for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice.

These costs shall be collected by the **municipal tax collector or county trustee** at the same time and in the same manner as property taxes are collected. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes as set forth in §§ 67-5-2010 and 67-5-2410.

In addition, the municipality may collect the costs assessed against the owner through an action for debt filed in any court of competent jurisdiction.

The municipality may bring one (1) action for debt against more than one (1) or all of the owners of properties against whom the costs have been assessed, and the fact that multiple owners have been joined in one (1) action shall not be considered by the court as a misjoinder of parties.

14. Sale of salvaged materials

If the structure is removed or demolished by the public officer, the public officer shall sell the materials of such structure and shall credit the proceeds of such sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the chancery court by the public officer, shall be secured in such manner as may be directed by such court, and shall be disbursed by such court to the person found to be entitled thereto by final order or decree of such court.

14. Appeals

Is an appeal necessary? If so, which body would hear the appeal?

15. Enjoining enforcement orders

(a) Any person affected by an order issued by the public officer may file a bill in the chancery court for an injunction restraining the public officer from carrying out the order, and the court may, upon the filing of such bill, issue a temporary injunction restraining the public officer pending the final disposition of the cause; provided, that within sixty (60) days after the posting and service of the order of the public officer, such person shall file such bill in the court. Hearings shall be had by the court on such bills within twenty (20) days, or as soon thereafter as possible, and shall be given preference over other matters on the court's calendar.

(b) The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. In all such proceedings, the findings of the public officer as to facts, if supported by evidence, shall be conclusive. Costs shall be in the discretion of the court. The remedies herein provided shall be exclusive remedies, and no person affected by an order of the public officer shall be entitled to recover any damages for action taken pursuant to any order of the public officer, or because of noncompliance by such person with any order of the public officer.

2. Amend Chapter 14, Article 3, Division 1, Section 14-60, *Definitions*

a) by defining Junk as follows:

Any scrap, waste, reclaimable material, or debris, whether or not stored, for sale or in the process of being dismantled, destroyed, processed, salvaged, stored, baled, disposed, or other use or disposition.

Unregistered or inoperable vehicles, tires, vehicle parts, equipment, equipment parts. Paper, rags, metal, glass, building materials, household appliances, machinery, machinery parts, brush, wood, lumber, and other similar items shall constitute junk.

b) by amending the definition of "Litter" as follows:

"Garbage," "refuse," "junk" and "rubbish" as defined herein and all other waste materials which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

c) by defining Inoperable Vehicle as follows:

A vehicle that cannot be driven upon the public streets for reason including but not limited to being neglected, unlicensed, wrecked, abandoned, in a state of disrepair or deterioration, or incapable of being moved under its own power.

3. Amend Chapter 14, Article 3, Division 1, Section 14-61, *Weeds*, as follows:

a) Item 1, *Complaint* to read as follows:

Complaint. A complaint on any violation of the provisions of this section may be reported to the town office by any person observing the violation. The person shall identify him to the town office prior to any action being taken by the town administrator or his designee. A record of complaints shall be maintained on file in the town office.

b) Item 2, *Notice of Violation*

c) Item 2, *Notice of Violation* to read as follows:

Notice of Violation. Once a complaint is received, the town administrator or his designee is hereby authorized and empowered to investigate the complaint and, if justified, to notify, in writing, the owner or agent of such owner of any such lot, place, or area within the town to cut, destroy, and/or remove any such weeds, grass, or deleterious, unhealthful growths, or other noxious matter, found growing, lying or located on such owner's property, or upon the sidewalk abutting same. Such notice may be served personally upon the owner or his agent, occupant, or tenant, may be mailed regular first class, or certified, or registered mail to the owner or occupant at his last known address, or as otherwise authorized by the laws of The State of Tennessee.

d) Item 3(a), *Action upon noncompliance* to read as follows:

Upon failure, neglect, or refusal of any owner or agent to cut, destroy and/or remove weeds, grass, or deleterious, unhealthful growths, or other noxious matter, growing, lying, or located upon such owner's property, or upon the sidewalk or street abutting same, within 10 consecutive days of the date of the written notice provided for in subsection (2) of this section, or in the event the same is returned in the mail to the town because of inability to make delivery thereof, provided the same was properly addressed to the last known address of such owner, or agent, a citation or summons to municipal court may be issued to the owner or agent so notified for violation of this article.

e) Item 3(b) to read as follows:

If the owner or agent convicted of violating this article shall fail to remedy such conditions within ten days of the date of the conviction, unless an appeal is made, the town administrator or his designee is authorized to take such action as is necessary to remedy the conditions and abate the nuisance. Upon completion of such work, the reasonable cost thereof, including the cost for inspections, notifications and other incidental and administrative costs in connection therewith, shall be paid by the owner or agent of said property and said costs shall be billed to the owner or agent of said property.

f) Delete item 4 in its entirety

4. Amend Chapter 14, Article 3, Division 2, Section 14-90, *Litter*, as follows:

a) by amending item (a), *Complaint*, to read as follows:

Complaint. A complaint on any violation of the provisions of this division, other than of section 14-61, may be reported to the town office by any persons observing the violation. The person shall identify himself to the town office prior to any action being taken by the town administrator or his designee. A record of complaints shall be maintained on file in the town office.

b) by amending item (b) to read as, *Notice of Violation*

c) by amending item (b), *Notice of Violation*, to read as follows:

Notice of Violation. Once a complaint is received, the town administrator or his designee is hereby authorized and empowered to investigate the complaint and, if justified, to notify the owner of any open or vacant private property within the town or the agent of such owner and/or any person who placed litter upon public or private property to properly dispose of litter located on such public or private property which is dangerous to public health, safety or welfare. Such notice may be served personally upon the owner or his agent, occupant, or tenant, may be mailed regular first class, or certified, or registered mail to the owner or occupant at his last known address, or as otherwise authorized by the laws of The State of Tennessee.

d) by amending item (c) *Action upon noncompliance*, to read as follows:

Upon the failure, neglect or refusal of any person, owner or agent so notified to properly dispose of litter dangerous to the public health, safety or welfare within 10 consecutive days of the date of the written notice provided for in subsection (b) of this section, or in the event the same is returned in the mail to the town because of inability to make delivery thereof, provided the same was properly addressed to the last known address of such owner, or agent, a citation or summons to municipal court may be issued to the owner or agent so notified for violation of this article.

e) by adding item (d) to read as follows:

If the owner or agent convicted of violating this article shall fail to remedy such conditions within ten days of the date of the conviction, unless an appeal is made, the town administrator or his designee is authorized to take such action as is necessary to remedy the conditions and abate the nuisance. Upon completion of such work, the reasonable cost thereof, including the cost for inspections, notifications and other incidental and administrative costs in connection therewith, shall be paid by the owner or agent of said property and said costs shall be billed to the owner or agent of said property.



FARRAGUT BEER BOARD

December 12, 2019

6:55 PM

I. Approval of Minutes

A. October 10, 2019

II. Beer Permit Request

A. Approval of Class 1, on-premise beer permit for First Watch Restaurant,
11682 Parkside Drive

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WWW.TOWNOFFARRAGUT.ORG

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FARRAGUT BEER BOARD MINUTES

October 10, 2019

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

Approval of Minutes

Motion was made to approve the minutes of September 12, 2019 as presented. Moved by Mayor Williams, seconded by Alderman Meyer; voting yes, Aldermen Meyer, Pinchok, Povlin, Mayor Williams; no nays; Alderman Burnette was absent, motion passed.

Beer Permit Request

Approval of Class 6, Special Occasion Beer Permit for the Q, Crafts & Brew Festival

Motion was made to approve the Class 6, Special Occasion Beer Permit for the Q, Crafts & Brew Festival. Moved by Alderman Povlin, seconded by Mayor Williams; voting yes, Aldermen Meyer, Pinchok, Povlin, Mayor Williams; no nays; Alderman Burnette was absent, motion passed.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

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AGENDA NUMBER 11.A

MEETING DATE December 12, 2019

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a Class 1, On-Premise Beer Permit for First Watch Restaurant, 11682 Parkside Drive

DISCUSSION:

The purpose of this agenda item is the approval of a class 1, on-premise beer permit for First Watch Restaurant, 11682 Parkside Drive.

The applications and information are in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 1, On-Premise Beer Permit for First Watch Restaurant, 11682 Parkside Drive.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

Paid \$250
11/25/19
Fee # 28538

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

- Name of Applicant(s) (Owner(s) of Business) FW of Knoxville 1, LLC
dba First Watch Restaurant

- Type of applicant (check one):

Person ____ Firm ____ Corporation ____ Joint-Stock Company ____ Syndicate ____ Other X-LLC

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

See Attached chart

- Applicant's present ~~home address~~ main office:

6480 Kingston Pike Knoxville, TN 37919

- Date of Birth

Home Telephone Number

Business Telephone Number

Social Security Number

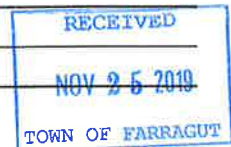
- Representative Email Address: rchambers@capstoneconcepts.com

- Under what name will the business operate? First Watch

- Business address 11682 Parkside Drive, Knoxville TN 37934

Business Telephone number 865-675-3447 (Turkey Creek)

Contact Robin Chambers regarding meeting date/time



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

Ap@capstoneconcepts.com (Accounting at main office)

12. Information of any manager, other than the applicant: (Restaurant Manager)

Name: Rhonda Eades Birth Date: 11-15-1984

Address: 112 Forest Circle, Powell, TN 37849

Phone Number: 865-455-6777 mobile

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

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

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

TCLP PBX, LLC

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

Westgate Christian Fellowship 416 N. Campbell Station

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

Farragut Primary 509 N Campbell Station

18. Special Occasion Event Name: N/A

Location of the special occasion event: _____

Event Date & Times: _____

Representative name & phone number: _____

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

19. Tennessee Sales Tax Number: 1000301097-SLC

20. Town of Farragut Business License Number 2540 (attached)

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief.

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

I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records.

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

X 

Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 20th day of November, 2019.



Notary Public

My Commission Expires: 07/06/2020



Notice: A non-refundable \$250 fee must accompany this application. Any applicant making false statement in this application shall forfeit his/her permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of \$100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

Beer Board Chairman

Town Recorder

FW of Knoxville 1 Ownership Exhibit 1

Chart A

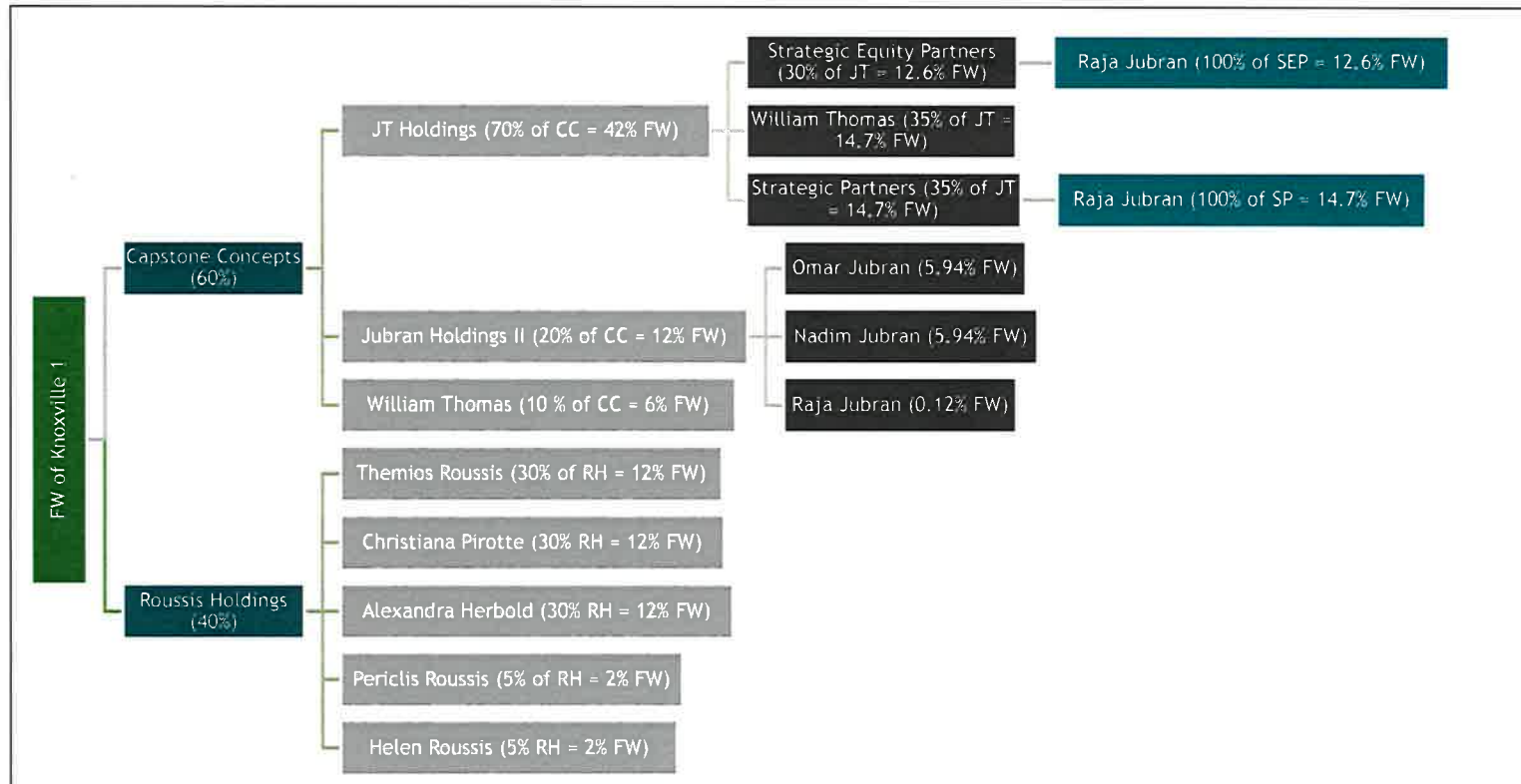


Chart B

Individual Ownership Calculation	% of FW
Raja Jubran	27.42%
William Thomas	20.70%
Themios Roussis	12.00%
Christiana Pirotte	12.00%
Alexandra Herbold	12.00%
Omar Jubran	5.94%
Nadim Jubran	5.94%
Perry Roussis	2.00%
Helen Roussis	2.00%
Total	100.00%

November 14, 2019 MINUTES

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

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 Meyer, Pinchok and Povlin; no nays, Alderman Burnette was absent, motion passed.

Mayor's Report

Small Business Saturday Proclamation

Approval of Minutes

Motion was made to approve the minutes of October 24, 2019 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; no nays, Alderman Burnette was absent, motion passed.

Business Items

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

Motion was made to approve Change Order #1 in the amount of \$28,112.35. Moved by Alderman Pinchok, seconded by Alderman Povlin, voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; no nays, Alderman Burnette was absent, motion passed.

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

Motion was made to approve the proposal from Civil & Environmental Consultants, Inc. for engineering services to provide stormwater infrastructure assessment pilot project. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; no nays, Alderman Burnette was absent, motion passed.

Approval of contract for audio visual equipment for the Farragut Community Center

Motion was made to approve the contract with DFA Solutions in the amount of \$75,063.87 for the Community Center audio visual. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; no nays, Alderman Burnette was absent, motion passed.

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

Motion was made to approve R-2019-09, Revised FY2020 Fee Schedule. Moved by Alderman Povlin, seconded by Alderman Pinchok, voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; no nays, Alderman Burnette was absent, motion passed.

Approval of Appointment to the Farragut Tourism/Visitor Advisory Committee

Motion was made to appoint Candace Viox to the Tourism/Visitor Advisory Committee. Moved by Alderman Povlin, seconded by Alderman Meyer, voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; no nays, Alderman Burnette was absent, motion passed.

Ordinance

Second Reading

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

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

First Reading

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

Motion was made to approve Ordinance 19-29 on first reading. Moved by Alderman Pinchok, seconded by Alderman Meyer; roll call vote, Alderman Povlin, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Mayor Williams, yes; Alderman Burnette was absent, motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced the following:

- November 19, Community Meeting @ Farragut High school
- November 23, Shop Farragut begins
- November 25, Light the Park
- December 2, Day of Infamy presentation at Town Hall
- December 5, TML meeting in Morristown

Meeting adjourned at 7:35PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER V1.A. MEETING DATE December 12, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Bud McKelvey, Public Works Director

SUBJECT: 2019-2020 Snow Removal Efficiency Schedule

DISCUSSION: Each year staff evaluates the Snow Removal Schedule and Map as new neighborhoods are developed and roads are added. Many factors are taken into consideration during Road evaluations; for example, elevation, number of houses, north facing slopes, amount of shade and trouble areas reported by our citizens.

The Snow Removal Efficiency Map and Schedule are attached for your review. On the Snow Removal Efficiency Map, first stage roads are marked red and the second stage roads are in blue.

RECOMMENDATION BY: Bud McKelvey, Public Works Director

PROPOSED MOTION: Approval of the Public Works Department Snow Removal Efficiency Schedule and Map.

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	_____	_____	_____	_____	_____



Town of Farragut
SNOW REMOVAL EFFICIENCY SCHEDULE
Winter 2019-2020



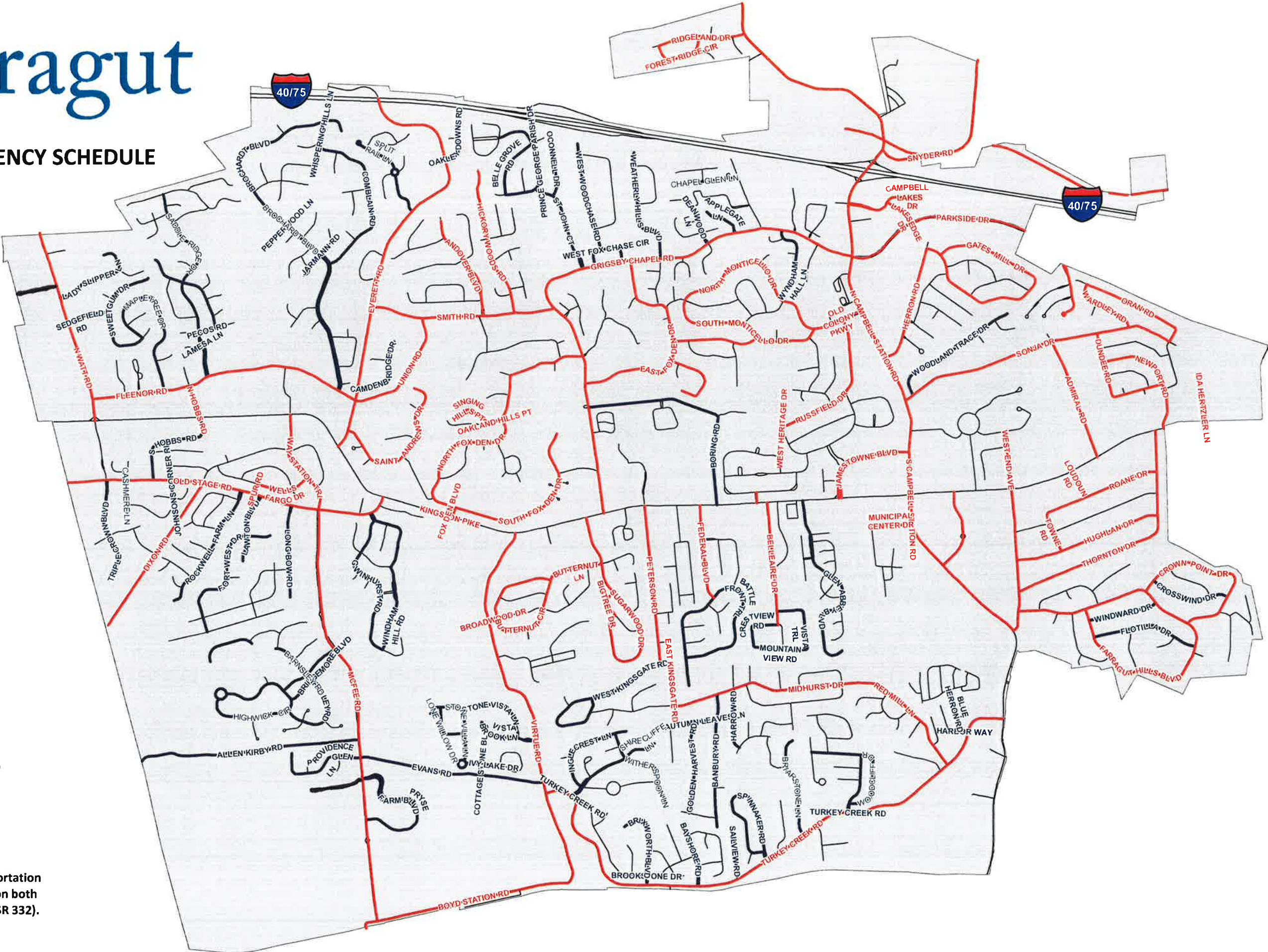
1 in = 2,250 ft

Snow Removal Efficiency Schedule

- First Stage
- Second Stage
- Streets
- Municipal Boundary

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

Revised November 21, 2019



FIRST STAGE SCHEDULE

TRUCKS #7 and #13

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

TRUCK #7

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

TRUCK #13

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

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

TRUCK #8

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

TRUCK #19

- 1. Farragut Hills Boulevard
- 2. Crown Point Drive
- 3. Thornton Drive (rubber speed humps!)
- 4. Hughlan Drive
- 5. Towne Road
- 6. Roane Drive
- 7. Loudoun Drive
- 8. Admiral Drive
- 9. Sonja Drive
- 10. Intersection of Sonja Drive & Woodland Trace Dr.
- 11. Oran Road
- 12. Wardley Road

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

SECONDARY STAGE SCHEDULE (as available)

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

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

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

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

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Bid for Contract No. 2020-11 Campbell Station Wall Renovation

INTRODUCTION: The purpose of this agenda item is to consider bids and award Contract 2020-11 Campbell Station Wall Renovation to the chosen contractor.

BACKGROUND: The wall on Campbell Station Road was built with a lightweight stone veneer finish that did not stay attached and was deteriorating. The public works department removed the stone until the Board of Mayor and Aldermen selected a new finish of brick and stone columns for the wall.

This project was initially bid out for a single contractor to manage the project and those bids were subsequently rejected as the low bid was 150% over budget. The public works department then re-bid this project for materials and labor separately and will act as the general contractor to get a much more competitive cost and keep the project under budget.

DISCUSSION: Attached are two bids which were received on November 26, 2019. These bids are for the labor portion of installing the bricks and stone to the wall on Campbell Station Road. We recommend awarding the contract to Pratt Masonry based on their low bid of \$77,000.00.

FINANCIAL SECTION: (if needed)

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$200,000	\$77,000.00	\$0	\$123,000
Approved By: <u></u>			

RECOMMENDATION BY: Public Works Director Bud McKelvey for approval.

PROPOSED MOTION: Approval of bid and award of Contract 2020-11 to **Pratt Masonry** in the amount of \$77,000.00.

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	_____	_____	_____	_____	_____

BID TABULATIONS FOR CAMPBELL STATION WALL RENOVATION - MASONRY

BIDDER	BID QUANTITY, YEAR, MAKE AND MODEL	BID PRICE
Vendor: Pratt Masonry Location: 910 Ivy Log Lane Maryville, TN 37804	<u>Bid Amount:</u> 1 Campbell Wall Renovation – Masonry	\$77,000.00
Vendor: Williams Restoration & Waterproofing, Inc. Location: 141 Jones Blvd. La Vergne, TN 37086	<u>Bid Amount:</u> 1 Campbell Wall Renovation – Masonry	\$235,000.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of bids for Project Material, Campbell Station Wall Renovation

INTRODUCTION: The purpose of this agenda item is to approve the purchase of Project Material for the completion of the Campbell Station Wall Renovation.

BACKGROUND: The wall on Campbell Station Road was built with a lightweight stone veneer finish that did not stay attached and was deteriorating. The public works department removed the stone until the Board of Mayor and Aldermen selected a new finish of brick and stone columns for the wall.

This project was initially bid out for a single contractor to manage the project and those bids were subsequently rejected as the low bid was 150% over budget. The public works department then re-bid this project for materials and labor separately and will act as the general contractor to get a much more competitive cost and keep the project under budget.

DISCUSSION: Attached is one bid for the purchase of materials needed to complete the finish on the Campbell Station Road wall, (bricks, mortar, sand, vents, wall ties, etc.). Staff recommends awarding the materials bid to General Shale Brick for the cost of \$57,337.92.

FINANCIAL SECTION: (if needed)

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$200,000	\$57,337.92	\$77,000	\$65,662.08
Approved By: <u></u>			

RECOMMENDATION BY: Public Works Director Bud McKelvey for approval.

PROPOSED MOTION: Approval of bid and award purchase agreement to **General Shale Brick** in the amount of \$57,337.92.

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	_____	_____	_____	_____	_____

BID TABULATIONS FOR **PROJECT MATERIAL - CAMPBELL STATION WALL RENOVATION**

BIDDER	BID QUANTITY, YEAR, MAKE AND MODEL	BID PRICE
Vendor: General Shale Brick Location: 9714 Parkside Dr. Knoxville, TN 37922	<u>Bid Amount:</u> 1 Project Material - Campbell Wall Renovation Less Tax Adjustment:	\$62,641.68 - \$5,303.76 \$57,337.92

AGENDA NUMBER V1, D.MEETING DATE December 12, 2019**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY: Joe Lacroix, Information Technology Manager****SUBJECT: Approval of Contract for Control Access and Security System**

INTRODUCTION: The Town of Farragut published a request for proposals on October 15, 2019 for a security solution to include burglar alarm installation, monitoring, access control and surveillance systems for Town of Farragut physical infrastructure. In the FY20 budget the board budgeted \$24,000 for the Town Hall, \$25,000 for the Community Center and \$3,750 for general security systems.

DISCUSSION: Town staff received five proposals on November 1. After review of the proposals by the Town Administrator, Town Recorder and IT Manager, Knox Integrated Systems was recommended for the project and negotiations began. The town has worked with Knox Integrated Systems in the past and have been pleased with their work. Attached is the summary of equipment at each location. Staff request that the public works facility, Campbell Station Inn and the Dimmick house be added to the security project since the cost are within the current budget. The monitoring services for all locations is \$1,800 per year.

FINANCIAL SECTION:

	Budget	Requested Amount	Balance
Town Hall	24,000	18,720	5,280
Community Center	25,000	21,100	3,900
Security System	3,750	1,800	1,950
Public Works	0	8,225	-8,225
Campbell Station Inn	0	1,035	-1,035
Dimmick House	0	810	-810
<i>A. Meyer</i>	Budget	Requested Amount	Balance
	\$52,750	\$51,690	\$1,060

RECOMMENDATION BY: David Smoak, Town Administrator & Joe LaCroix, IT Manager**PROPOSED MOTION:****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	_____	_____	_____	_____	_____

Equipment Summary

Town Hall (18,720)

Access Control- 5 doors, \$13,905

Camera System- 8 cameras, \$4,815

Community Center (\$21,100)

Access Control- 4 doors, \$10,245

Camera System- 10 cameras, \$6,720

Security System- \$4,135 & \$360 for annual monitoring

Public Works (\$8,225)

Access Control- 1 door, \$2,580

Camera System- 4 cameras, \$2,725

Security System- \$2,920 & \$360 for annual monitoring

Campbell Station Inn (\$1,035)

Security System & \$360 for annual monitoring

Dimmick House (\$810)

Security System & \$360 for annual monitoring

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into the 12 day of December, 2019 by and between the TOWN OF FARRAGUT, TENNESSEE, a municipal corporation, (herein the "**Town**") and Knox Integrated Systems, a Tennessee type of corporation or LLC (herein the "**Contractor**").

WITNESSETH:

WHEREAS, the TOWN desires to contract with a provider for the purchase and installation of burglar alarm installation, monitoring, access control and surveillance system 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 in accordance with the terms of and subject to the conditions in this Contract.

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

1.0 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services 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 four months, beginning on December 16, 2019 and ending April 16, 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
Contractor Address

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

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

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 Williams, Mayor

ATTEST:

By: _____
Town Recorder/Treasurer

CONTRACTOR

By: Clifford Gools
Its: Operations Manager

CONTRACTOR'S Mailing Address

Knox Integrated Systems
13625 Hickory Creek Rd
Lenoir City, TN 37771

AGENDA NUMBER V1.E. MEETING DATE December 12, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Request for a residential driveway onto Everett Road for a proposed dwelling unit at 750 Everett Road (Jill Bagga, Applicant)

INTRODUCTION AND BACKGROUND: This item involves an access permit request for a residential driveway off Everett Road for a proposed dwelling unit at 750 Everett Road. Everett Road is classified as a Major Collector and both the Planning Commission and the Board of Mayor and Alderman must review and approve all access requests on Collectors and other non-local roads.

RECOMMENDATION: An illustration depicting the proposed driveway location is included in your packet. The Town's Planning and Engineering staff have reviewed the proposed location and recommend approval of the access point and permit. At their meeting on November 21, 2019, the Planning Commission unanimously recommended approval of the residential driveway access request onto Everett Road for the property at 750 Everett Road. Their recommendation was subject to the applicant obtaining a right of way permit from the Town. As part of this permit, the applicant would be responsible for installing any necessary storm sewer and paving (at a minimum) the right of way portion of the driveway.

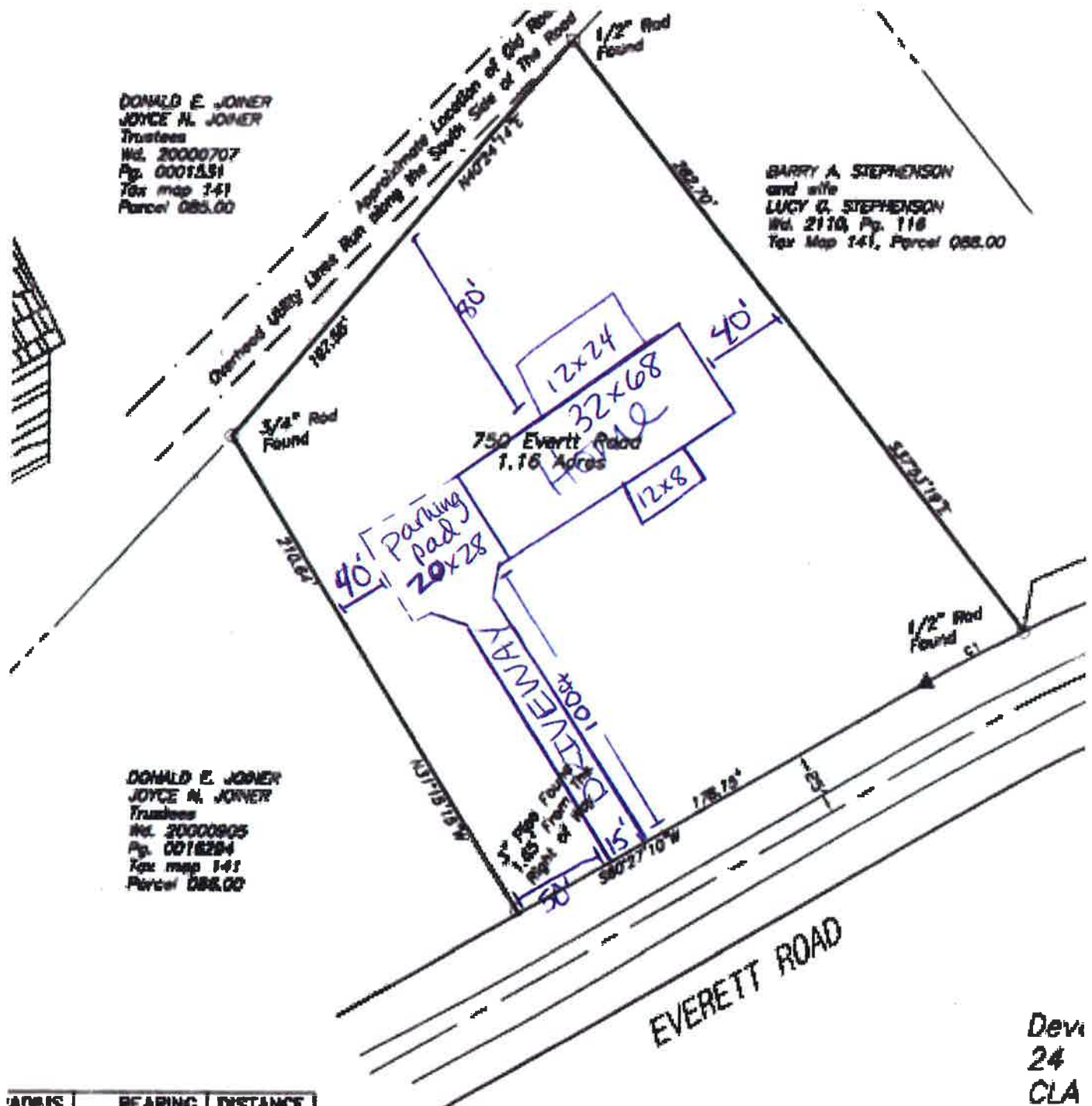
PROPOSED MOTION: To approve the residential driveway access request onto Everett Road for the property at 750 Everett Road as stipulated by the Planning Commission.

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	_____	_____	_____	_____	_____

Driveway and Home Location



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Request for a residential driveway access onto Boyd Station Road for the property at 1024 McFee Road (Lisa and Robert Gibson, Applicant)

INTRODUCTION AND BACKGROUND: This item involves an access permit request for a secondary residential driveway off Boyd Station Road for a property located at 1024 McFee Road. The applicant's property actually consists of two parcels. The first contains their existing home and fronts on McFee Road. The second parcel is vacant and fronts on Boyd Station Road. The proposed driveway would provide access to the second parcel from Boyd Station Road. Boyd Station Road is classified as a Major Collector and both the Planning Commission and the Board of Mayor and Alderman must review and approve all access requests on Collectors and other non-local roads.

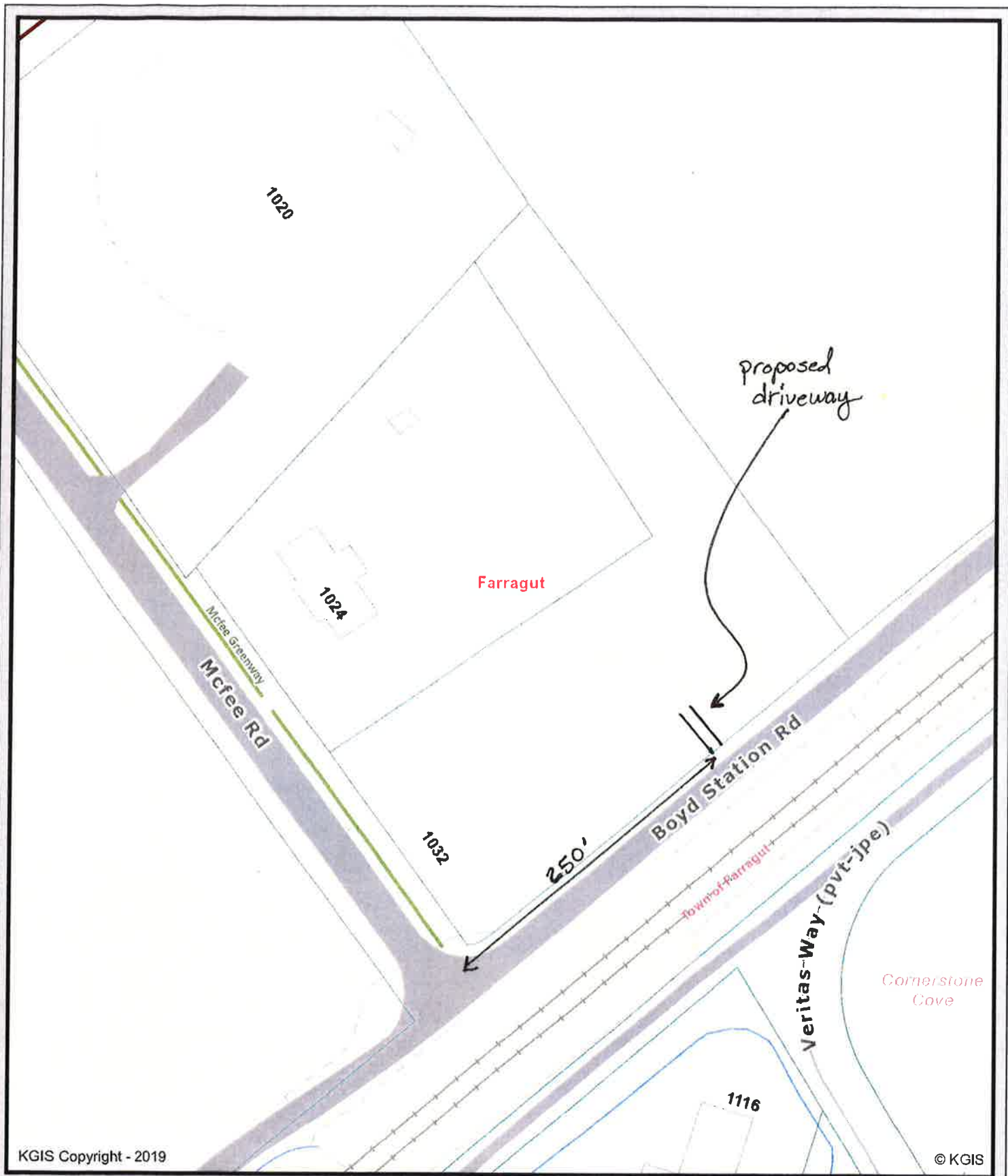
RECOMMENDATION: An illustration depicting the proposed driveway location is included in your packet. The Town's Planning and Engineering staff have reviewed the proposed location and recommend approval of the access point and permit. At their meeting on November 21, 2019, the Planning Commission unanimously recommended approval of the residential driveway access request onto Boyd Station Road for the property at 1024 McFee Road. Their recommendation was subject to the applicant obtaining a right of way permit from the Town. As part of this permit, the applicant would be responsible for installing any necessary storm sewer and paving (at a minimum) the right of way portion of the driveway.

PROPOSED MOTION: To approve the residential driveway access request onto Boyd Station Road for the property at 1024 McFee Road as stipulated by the Planning Commission.

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	_____	_____	_____	_____	_____



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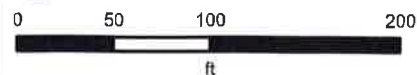
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Letter Portrait

Knoxville - Knox County - KUB Geographic Information System



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AGENDA NUMBER VI.G.

MEETING DATE DECEMBER 12, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator



SUBJECT: Approval of a Professional Services Agreement for Legislative Services

INTRODUCTION: The purpose of this agenda item is to approve a professional services agreement between the Town of Farragut and Laine Communications, Inc. for legislative services.

BACKGROUND: Over the past several years, municipalities across Tennessee have seen numerous laws enacted that have reduced their ability to plan for future growth (annexation, vested rights, etc.) or rely on stable revenue sources to provide services (Hall Tax elimination). There are also hundreds of bills filed each year that require significant time to review and monitor during the legislative session that may affect the operations for the Town of Farragut. This ongoing effort requires a tremendous amount of staff time and resources, especially as the legislative session draws to a close.

DISCUSSION: Laine Communications has locations in both Farragut and Nashville and has been in government relations for over 30 years. They have represented the coal mining and Tennessee Oil and Gas associations and have represented the Town of Farragut over the past four years on legislative matters.

Laine Communications will be responsible for doing research of all applicable bills that are filed that affect municipalities, developing strategies regarding legislative issues, arrange meetings with legislators, provide committee testimony and monitor all legislation, and provide weekly updates to the Town of Farragut during the legislative session.

The proposed agreement would be for a not to exceed amount of \$25,000 annually for the first two years of the contract, with the third year of the contract increasing to \$30,000.

FINANCIAL SECTION:

Account Number: 110-41340-254

<u>Total Budget</u>	<u>Contracted Amount</u>	<u>Expenditures YTD</u>	<u>Remaining Amount Year End FY2020</u>
\$40,000	\$25,000	\$6,250	\$21,250

Approved By: 

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the attached professional services agreement between the Town of Farragut and Laine Communications for legislative services.

BOARD ACTION:

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

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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on or about the ____ day of _____, 2019 (the "Effective Date") by and between **Town of Farragut** ("Client") and **Laine Communications** ("Contractor") to secure professional services for the assignment described as follows:

Project: Legislative and Monitoring Services

Description of Project: General Consulting, Legislative Affairs and Monitoring Services

1. Professional Services. Contractor agrees to perform the following Basic Services under this Agreement for a three (3) year period (the "Term") commencing on the Effective Date:

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

2. Compensation. Client shall compensate Contractor for the Basic Services as follows: A fee of \$25,000 per year for calendar years 2020 and 2021 and a fee of \$30,000 for calendar year 2022 of the Term commencing on the Effective Date. The fee shall be paid in equal quarterly installments of \$6,250 for calendar years 2020 and 2021 and \$7,500 for calendar year 2022 payable in advance upon receipt of Contractor's invoice. If the Client requests Contractor to provide services that will exceed or are fundamentally different than the scope of the Basic Services as described in the sections of Exhibit A entitled "Methodology" and "Communications" (the "Additional Services"), then the parties shall negotiate the additional terms and conditions that would govern the provisions of the Additional Services, including any additional fee payable for those services. Prior to providing any Additional Services for which it expects additional compensation, Contractor shall advise the Client why it believes a request for the services exceed or are different than the Basic Services, and will also make a proposal in writing to Client of the terms upon which it would be willing to provide such services. If the parties reach an agreement concerning the terms and conditions upon which the Additional Services will be provided by Contractor, an addendum shall be prepared and approved in writing by both parties in order to memorialize the basis upon which the Additional Services will be provided and how and when Contractor will be compensated for same.

3. Schedule. Contractor shall begin work upon notification of approval of this Agreement. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Contractor and the Town Administrator as work progresses.

4. Invoicing and Payments. Invoices or payment requests shall be submitted to the Client no more than quarterly 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.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care.

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. **[Intentionally omitted.]**

11. **[Intentionally omitted.]**

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. **[Intentionally omitted.]**

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

Laine Communications

By: Chuck Laine

Printed

Name: CHUCK LAINE

Title: PRESIDENT

Date: DEC. 4, 2019



November 14, 2019

The Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Attn: David Smoak, Town Administrator

Re: Proposal for RFQ: Lobbying Services

Mr. Smoak –

On behalf of Laine Communications, I am pleased to provide this proposal for lobbying services to the Town of Farragut.

As a 25-year resident of Farragut, it gives me tremendous pride to offer my professional experience as a government relations and lobbying professional to the Town. Laine Communications is a proven leader in Tennessee government relations and has more than 30 years of lobbying experience. Our team has the high-level access, tested experience and knowledgeable insight that the Town of Farragut needs to accomplish its legislative goals.

The following information outlines Laine Communications' qualifications, methodology, communications plan, experience, clients, references, professional profiles and resumes and contract rates. As the Town considers our offer of services, please also feel free to visit our firm's website at www.lainecommunications.com and see our Facebook profile at www.facebook.com/LaineCommunications.

For the purposes of this contract, the point of contact will be myself – Chuck Laine, President of Laine Communications. My email address is claine@laine.com, and my phone number is 865-705-3094. Our firm's legal name is CE² and is located at 12227 S. Fox Den Drive, Knoxville, TN 37934 and our tax identification number is 27-2460759.

Laine Communications appreciates the opportunity to offer this proposal for lobbying services to Town of Farragut. Should you have any additional needs beyond the information that my firm is submitting, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Chuck Laine'.

Chuck Laine
President
Laine Communications



Proposal of Lobbying Services for the Town of Farragut

Laine Communications is pleased to provide this proposal for lobbying services to the Town of Farragut.

As a proven leader in Tennessee government relations and with more than 30 years of lobbying experience, the Laine Communications team has the high-level access, tested experience and knowledgeable insight that Farragut needs to accomplish its legislative goals.

Specializing in political consulting and advocacy, Laine Communications has earned a reputation in Nashville as a highly-effective, influential firm. We have successfully defended clients, promoted industries and negotiated compromises to reach our clients' regulatory and legislative goals.

Leveraging our in-depth knowledge of state government, strong political relationships and strategic communications, Laine Communications builds each legislative strategy from the ground up. We will help you formulate a plan, identify strong supporters and advance your cause in the Tennessee General Assembly and throughout state government.

Below you will find more information about Laine Communication's qualifications, communications plan, track record, core team of employees and an in-depth look at how we produce successful outcomes for our clients.

QUALIFICATIONS

Laine Communications is a full-service government relations firm with locations in Nashville and Knoxville, Tennessee. We have been a registered business in Tennessee since 1994. Our full-time lobbyists bring a wide range of skills to the world of advocacy, which has allowed our small team to produce big results.

For more than 30 years, the staff at Laine Communications has been crafting messages aimed at the public, the media and elected officials. Using our backgrounds in journalism, economics and promotion, we know how to blend the dynamics of the political system, the complexity of bureaucracy and the need of our clients in order to effectively advocate at all levels of government.

The team at Laine Communications is active in the Tennessee Lobbyists Association where we focus on skill building, professional growth and relationship development. We are also members of the National Mining Association and active participants in State Coal Executives Committee where we interact with other mining trade association leaders to discuss legislative and regulatory developments, share ideas about membership initiatives and network with other active mining state. Laine Communication is also involved with the Industrial Minerals Association of North America.



Lobbying Methodology

Navigating government can be difficult. An essential component of success will be formulating and executing a strong plan of action prior to the beginning of the legislative session. Working closely with the Town of Farragut, Laine Communications will build a unique legislative strategy to accomplish all of your identified goals.

1. **Background Research:** Working with the Town of Farragut, Laine Communications will begin the process by making sure we understand your issues inside and out. Additionally, we will identify filed and proposed legislation and regulations that may impact the Town. Then, we will work to find politically-feasible solutions to the problems and help you prioritize the possibilities.
2. **Strategy Development:** In this stage, Laine Communications will develop a plan of action in conjunction with the Town of Farragut team to address key legislative and regulatory issues. We will prepare materials – fact sheets, background information, statistics, pictures, etc. – to use in our lobbying efforts. We will also identify potential key partners and conduct outreach with them.
3. **Implement Legislative Strategy:** Using our in-depth knowledge of the legislature and state agencies, Laine Communications will begin to implement the Town's chosen government relations strategy. This part of the process includes working with legislators, their staff and the relevant committees to achieve the desired outcome in the General Assembly. Depending on the situation, this phase may also include drafting legislative proposals, recruiting legislative sponsors and/or writing legislative amendments. We will also utilize key partnerships and other advocates, such as other municipalities and professional associations, to identify allies and begin targeting dissenters.
4. **Arrange Meetings:** At key times throughout the session, it will be important for officials from the Town of Farragut to personally interact with legislators. Laine Communications will identify the legislators who would most benefit from direct engagement, arrange the meetings on behalf of Farragut and accompany you to the meetings in Nashville. We will also provide follow up strategies based on the meetings and in line with our overall legislative plan.
5. **Committee Testimony:** Testifying at a formal committee meeting is a direct way to officially voice concern or support during the legislative process. Laine Communications will seek opportunities for Farragut officials to participate in committee meetings via testimony. We will assist in the development of prepared remarks and leave behinds for committee members. When it's not possible for Farragut officials to testify or when something comes up unexpectedly, Laine Communications will act as your voice in Nashville – we will testify on behalf of the Town's position, take questions and provide answers during committee hearings.
6. **Follow up Monitoring:** Laine Communications will continue to monitor and follow up with any governmental agency involved in the issues important to Farragut even after the legislative session adjourns. We will make sure that any activity that follows a legislative vote will be in the



city's interest and also continue to advise the Town on the best method for handling these after-session activities.

CLIENT COMMUNICATIONS PLAN

The legislative process is complicated and can move quickly once session convenes. Laine Communications knows how important it is for Town officials to remain up-to-date on everything that is happening in Nashville and what issues are affecting you. It is our goal to maintain a close working relationship with Town officials throughout the year in order to preemptively address issues and get out ahead of any upcoming problems.

Prior to the convention of the General Assembly, Laine Communications will work with the Town of Farragut's legislative oversight team to provide updates on filed legislation, brewing issues and counsel on strategies moving forward. We will address these issues through emails, phone calls and face-to-face meetings.

During the legislative session, we will maintain continuous communications with the Town on the identified priority issues. Laine Communications will send written weekly updates on the status of bills we are following, meetings that we have taken and their outcome, summaries of committee hearings, rumors and other pertinent information. As the bills pick up momentum, Laine Communications will provide updates as frequently as needed via text, phone calls or emails to the Town's legislative oversight staff.

In the event an issue requires an immediate decision, Laine Communications will contact the Town as soon as possible to discuss options and recommendations. Our goal will always be to give the Town of Farragut as much lead time as possible to weigh out decisions on legislation affecting its citizens and operations.

Laine communications is also available for conference calls or in-person meetings as necessary prior to, during and after the legislative session.

EXPERIENCE

Laine Communications found early success representing the nuclear industry in Oak Ridge at the state and federal levels. Working with regulators, legislators, the public and citizens' groups, Laine Communications spent ten years lobbying at the state and federal level for the industry's three major nuclear contractors.



In 2008, Laine Communications was retained to represent the state's coal mining industry. At the time, the industry was embroiled in a bitter fight against industry-ending legislation. Under the firm's management, the Tennessee coal industry defeated the legislative threat and went on to pursue an aggressive pro-coal agenda in Nashville.

At the height of the fracking crisis in 2011 and facing multiple legislative attacks, the Tennessee Oil and Gas Association also retained the lobbying services of Laine Communications. Based on years of experience, the firm convinced the oil and gas industry to voluntarily update state regulations to specifically address fracturing technologies. This proactive approach led to a decrease in bills filed against the industry as well as safeguards for current operations.

Laine Communication was also successful in passing legislation during the 2015 session relative to the Clean Power Plan on behalf of the American Coalition for Clean Coal Electricity (ACCCE). Responding to the overreach by the federal government into the electricity sector, we worked with the House of Representatives and the Senate to provide the state of Tennessee with the ability to fully investigate how such regulations would affect the reliability and cost of electricity within our borders. In other actions for ACCCE, Laine Communications has gathered dozens of legislator signatures on multiple letters opposing similar federal government actions and has maintained year-round, direct communications with legislators on issues of importance to the client.

In addition to our successes as an individual firm, Laine Communications has been a part of some of the most powerful political coalitions in Nashville.

- **WOTUS Coalition:** A statewide coalition representing nearly every industrial activity in the state, the Waters of the U.S. Coalition used its political influence and media savvy to make a convincing case for why the State of Tennessee should sue the federal government. Ten days after sending a letter to the Attorney General, the state filed a lawsuit to vacate the detrimental regulations.
- **111(d) Coalition:** During the 109th General Assembly, Laine Communications led a coalition of producers, suppliers and supporters to pass legislation pushing back on federal regulatory actions. Soliciting this broad spectrum of support prior to introducing legislation eased the path to bill passage and presented a unified voice to legislators.
- **The Responsible Water Use Coalition:** Formed in 2009, the Responsible Water Use Coalition brought together a group of entities affected by water permitting. Together, we passed landmark legislation defining a "wet weather conveyance" and drastically improved the permitting process for our individual clients.

Collaborating with likeminded industry groups has proven to be an effective strategy that extends the reach of everyone involved and moves the wheels of bureaucracy a little faster. Laine Communications' team building approach will be an asset to the Town of Farragut due to the existing representation and far-reaching implications of the legislation.



CURRENT CLIENTS

It has been our privilege to serve a number of truly remarkable organizations and individuals over the years. Our current clients are the Tennessee Mining Association, the Tennessee Oil and Gas Association, the America's Power and the Town of Farragut.

America's Power (formerly known as the American Coalition for Clean Coal Electricity)

Engaged: 2015 – present

Contact: Paul Bailey, Chief Policy Officer, (202) 459-4818, pbailey@americaspower.org

Description of Work: Working across dozens of states, the American Coalition for Clean Coal Electricity (ACCCE) hired Laine Communications to push through legislation aimed at curbing the federal government overreach. Laine Communications successfully passed the bill into law, one of only two states to achieve ACCCE's legislative goals, and have expanded our relationship with the client into year-round representation. Laine Communications is currently working with America's Power to get the State of Tennessee to become an early implementer of the Affordable Clean Energy rule.

National Mining Association

Engaged: 2013 – 2015

Contact: Jerry Mullins, Director of Government Affairs & Coalitions, (202) 463-2622, jmullins@nma.org

Description of Work: The National Mining Association retained Laine Communications to assist them in forming relationships in Tennessee's executive branch. Over the course of our contract, Laine Communications helped NMA forge relationships with key staff in the Governor's office, the Attorney General's office and environmental regulators.

Tennessee Mining Association

Engaged: 2008 – present

Contact: Mike Rector, Chairman, 865-310-7176, plateaumasonrytn@gmail.com

Description of Work: Laine Communications has represented the Tennessee Mining Association at the federal, state and local level since the association's inception in 2008. During this time, Laine Communications has helped TMA defend the mining industry against legislative assault, including the successful defeat of the "Scenic Vistas Protection Act" for eight consecutive years, retake primary regulation of the coal industry, as well as to strengthen relationships with state and federal regulators.

Tennessee Oil & Gas Association

Engaged: 2010 – present

Contact: Gary Bible, Chairman, 423-215-1857, garybible11@gmail.com

Description of Work: In existence since the 1970s, the Tennessee Oil and Gas Association retained Laine Communications' lobbying service in 2010 during the height of the fracking crisis to defeat multiple bills in the General Assembly, which would have dramatically effected the industry's operations. Over the



past nine years, Laine Communications has helped TOGA to re-energize their government relations program, smoothed regulatory hurdles and staunched the flow of detrimental legislation aimed at the industry.

Town of Farragut

Engaged: 2015 – present

Contact: David Smoak, Town Administrator, 865-966-7057, dsmoak@townoffarragut.org

Description of Work: Engaged to represent the Town of Farragut at the legislature, Laine Communications worked throughout the 109th General Assembly to support and oppose legislation affecting the Town. Of note was our work on a bill that would have severely limited the Town's ability to expend state-shared gas tax revenues on non-road related projects. Working with the sponsor of the legislation, the Town of Farragut's representative and other legislative allies, Laine Communications successfully amended the bill to defray the impacts to the Town and were eventually able to defeat the legislation altogether. In 2018, Laine Communications successfully passed legislation, at the Town's direction, to authorize a hotel-motel tax within the municipal boundaries.

As part of our work, we regularly do volunteer lobbying for organizations whose social missions we support. We are currently doing volunteer lobbying for the Tennessee Holocaust Commission. In 2019, Laine Communications was successful in securing an additional \$125,000 in recurring state funding to bolster and maintain the important work of the Commission. In the past, we have also volunteered for Renaissance Recovery Group, a treatment center in Knoxville that focuses exclusively on treating pregnant women who struggle with addiction.

PROFESSIONAL REFERENCES

Tennessee Mining Association

Tim Slone, Past Chairman

irtec@comcast.net

865-388-0534 (mobile)

Tennessee Oil & Gas Association

Bill Goodwin, Past Chairman

wdgoodwin70@gmail.com

615-944-0832 (mobile)

Tennessee Holocaust Commission

Larry Leibowitz, Chairman

lpl@leibowitzfirm.com

865-637-1809



THE LAINE COMMUNICATIONS TEAM

With a reputation built on honesty and integrity, Laine Communications offers the experienced, trusted team the Town of Farragut needs to advocate for its issues. Our two full-time lobbyists are devoted to successfully finding a way to achieve our client's goals.

Chuck Laine, President

Chuck Laine has been lobbying the state and federal government for more than 30 years. His reputation as a skillful negotiator, coalition builder and strategic communicator has made Chuck one of the state's top lobbyists. Known for taking on difficult issues, Chuck has overcome enormous odds, secured favorable outcomes and advanced the cause for his clients.

Among Chuck's most notable accomplishments was the successful defeat of an eight-year long effort to outlaw coal mining in Tennessee. Brought on board at the eleventh hour, Chuck saved an industry from certain collapse and positioned it to become a formidable political force in Nashville. In 2012, Chuck was also responsible for negotiating a compromise between the oil and gas industry and environmental activists on new regulations for hydraulic fracturing. These landmark and pro-active regulations have thwarted additional legislative actions and allowed the oil and gas industry to prosper in Tennessee.

Outside of his work at the legislature, Chuck is also active in promoting his community. In addition to offering his lobbying services pro-bono, Chuck has also served on numerous boards, including the East Tennessee Kidney Foundation and the Boys and Girls Club of the Tennessee Valley. A lifelong Rotarian, Chuck is currently a member of the Farragut Rotary Club.

Chuck is a graduate of Lipscomb University and has a degree in economics and business management. An avid outdoorsman, Chuck enjoys a round of golf, a day of fly-fishing or watching a football game with his wife, Susan, their seven children and seven grandchildren.

Chuck's Recent Projects

Chuck uses his extensive experience in government relations and advocacy to serve as the lead strategist for Laine Communication's clients. He develops the primary messaging for client issues and the strategy for ensuring its smooth implementation. Below are some of the recent projects that Chuck has worked on and his primary responsibilities for each:

Tennessee Mining Association – Legislation

Leading the effort to return primary regulation of the coal industry to the state, Chuck spearheaded a strategic plan to solicit support from the counties to the Congress and everyone in between. His persuasive advocacy lead to more than a dozen co-sponsors on the Primacy bill, and he shepherded this highly complex policy initiative through seven legislative committees on its way to full passage by a 94-24 margin in both chambers. Chuck has also served as the spokesperson to the media and in the General Assembly for the Primacy bill.



Tennessee Oil & Gas Association – Regulatory

When the largest oil and gas operator in Tennessee began experiencing problems with permitting, the company called upon Chuck to step in. Bringing together regulators, legislators and the client, Chuck mediated a compromise position to allow the project to move forward.

American Coalition for Clean Coal Electricity – Policy Position

Working to promote clean coal technologies, in line with the client's mission, Chuck recently negotiated language between legislators, electricity utilities and the coal industry to a policy position for the Southern Legislative Conference, a 15-state regional legislative association. Due in large part to Chuck's work in bringing together the various factions, the policy passed unanimously at the SLC's annual conference in July 2016.

PROJECT RESPONSIBILITIES

Chuck will manage the Town of Farragut's lobbying and will lead efforts related to strategy development, will serve as the main point of contact for legislators and elected officials and will be the spokesperson in any committee hearings where the Town's issues are to be discussed. Additionally, Chuck will be in charge of legislative research and tracking, will handle the logistics of meetings and be responsible for the weekly legislative reports to the client.

Joint Venture

Laine Communications will be the sole lobbying firm responsible for representing the Town of Farragut.

Rates

Laine Communications will provide lobbying services for the Town of Farragut for a three-year period. Annual payment for the 2020 and 2021 calendar years will be \$25,000 payable in equal quarterly installments of \$6,250. In calendar year 2022, annual payment will be \$30,000 payable in equal quarterly installments of \$7,500. This rate includes the consulting, lobbying, monitoring, communication and event planning services that Laine Communications will undertake for the Town of Farragut.

At each quarterly payment period, the Town of Farragut will receive an invoice from Laine Communications showing the work performed, amount due and date due. Billing inquiries will be promptly answered.



Conclusion

We look forward to continuing to put our years of experience, insider knowledge and strong political relationships to work for the Town of Farragut. By following our proven plan, Laine Communication aims to make the legislative process as simple and straightforward as possible and bring your legislative agenda to fruition.



Chuck Laine

President, Laine Communications
12227 S. Fox Den Drive | Knoxville, TN
865-705-3094 | claine@laine.com

Professional Experience:

1994 – Present: President at Laine Communications

- Represented the nation's leading nuclear contractors BWXT Y-12 and Bechtel Jacobs at the state and federal level for 10 years
- Developed the nation's top Career and Technical Education company and had service contracts with 25 state departments of education

1970 – 1994: Director of Corporate and Community Affairs at South Central Bell

- Oversaw community affairs through East Tennessee
- Served as the East Tennessee media and community spokesperson for the company
- Lobbied state and local officials for grants, right of ways and other issues as it affected the company

Education:

- **Lipscomb University**, August 1974
Bachelor of Science, Major: Economics & Business Management

Licensure:

1994- Present: Registered lobbyist with the State of Tennessee Bureau of Ethics and Campaign Finance

Volunteer Experience:

- National Kidney Foundation of East Tennessee, President
- National Heart Association of East Tennessee, President
- Oak Ridge Chamber of Commerce, President
- Oak Ridge United Way, President
- State Coal Association Executive Council, President

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Mark Shipley, Community Development Director**SUBJECT:** Ordinance 19-29, an ordinance on second 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 and was approved on first reading. Since first reading there have been no changes to Ordinance 19-29 and Community Development Director, Mark Shipley, recommends approval of Ordinance 19-29 on second reading.

PROPOSED MOTION: To approve Ordinance 19-29 on second 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

November 14, 2019

December 12, 2019

Shopper News Farragut

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