



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

December 10, 2020

WORKSHOP
6:30 PM
McFee Park Update

BMA MEETING
7:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. November 12, 2020
- IV. Mayor's Report**
- V. Ordinances**
 - A. Public Hearing & Second Reading
 - 1. **Ordinance 20-22**, an ordinance to rezone the property at 933 McFee Road from Agricultural (A) to Open Space Residential Overlay (R-1/OSR), 7 Acres (Rackley Engineering, Applicant)
 - 2. **Ordinance 20-23**, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 4., Section XXIX, - Grand Opening Special Events Permit, to provide for different sign related provisions (Town of Farragut, Applicant)
 - 3. **Ordinance 20-24**, ordinance to amend the Farragut Municipal Code Chapter 18, Parks and Recreation, to prohibit smoking on any children's play areas
 - B. First Reading
 - 1. **Ordinance 20-25**, an ordinance to amend Appendix A – Zoning, Chapter 3., Specific District Regulations, Section XII., General Commercial District (C-1), B., 3., as it relates to the outdoor display and or storage of general farm implements and lawn care equipment, riding lawn mowers, and related accessories (Farragut Lawn and Tractor, Applicant)

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

2. **Ordinance 20-26**, an Ordinance Amending the General Fund and Capital Investment Program for the Fiscal Year 2020-2021 Budget, Passed by Ordinance 20-07

VI. Business Items

- A. Approval of the 2020/2021 Snow Removal Schedule and Road Additions
- B. Approval of Utility Make Ready Work Agreements for Development of the Town's Advanced Traffic Management System (ATMS) Phase 1 Project
- C. Approval of Pole Attachment Agreement with Lenoir City Utilities Board for the Town's ATMS Phase 1 Project
- D. Approval of Proposal from WSP, USA Inc. for Construction Engineering Inspection (CEI) Services for the Town's ATMS Phase 1 Project
- E. Approval of TDOT Agreement for Development of Jamestowne Boulevard Traffic Study
- F. Approval of Bids and Award of Contract 2021-07, Stormwater Infrastructure Repairs
- G. Approval of Bids and Award of Contract 2021-08, Watt Road Pedestrian Crossing
- H. Approval of Updated Human Resources Policies and Procedures Manual

VII. Town Administrator's Report

VIII. Town Attorney's Report

IX. Citizens Forum

This meeting can be viewed live on the Farragut YouTube Channel, www.townoffarragut.org/livestream, Charter channel 193 and TDS channel 3. The meeting will be held virtually, authorized by Governor Lee's executive orders regarding the COVID-19 pandemic. Meeting comments, including your name and address, may be emailed to comments@townoffarragut.org and must be received by 12:00pm on **Wednesday, December 9** to be included in the record of the meeting.

Board of Mayor and Aldermen December 10, 2020 Minutes

Mayor Williams called the meeting to order at 7:00 PM.

Roll Call

Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; in addition to staff and members of the press. The meeting was held via WebEx Governor Lee's orders and the Knox County Health Department's orders regarding the COVID-19 pandemic.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of November 12, 2020 as presented. Moved by Alderman Povlin, seconded by Alderman Meyer; roll call vote, Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Mayor Williams, yes; no nays; motion passed.

Mayor's Report

Alderman Povlin congratulated Beth Duncan and Mary Cook, members of the Farragut Education Foundation, on a great fundraising event.

Alderman Pinchok updated the board on some housing and planning studies that would be beneficial in the future.

Ordinances

Public Hearing & Second Reading

Ordinance 20-22, an ordinance to rezone the property at 933 McFee Road from Agricultural (A) to Open Space Residential Overlay (R-1/OSR), 7 Acres (Rackley Engineering, Applicant)

Motion was made to approve Ordinance 20-22 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote, Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Mayor Williams, yes; no nays; motion passed.

Ordinance 20-23, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 4., Section XXIX, - Grand Opening Special Events Permit, to provide for different sign related provisions (Town of Farragut, Applicant)

Motion was made to approve Ordinance 20-23 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote, Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no nays; motion passed.

Ordinance 20-24, ordinance to amend the Farragut Municipal Code Chapter 18, Parks and Recreation, to prohibit smoking on any children's play areas

Motion was made to approve Ordinance 20-24 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; Alderman Burnette, yes; Mayor Williams, yes; no nays; motion passed.

First Reading

Ordinance 20-25, an ordinance to amend Appendix A – Zoning, Chapter 3., Specific District Regulations, Section XII., General Commercial District (C-1), B., 3., as it relates to the outdoor display and or storage of general farm implements and lawn care equipment, riding lawn mowers, and related accessories (Farragut Lawn and Tractor, Applicant)

Motion was made to approve Ordinance 20-25 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok.

Alderman Povlin made an amended motion to add language for an additional setback from the front of the building. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote on the amendment; Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Mayor Williams, yes; no nays; motion passed.

Roll call vote on Ordinance 20-25 as amended; Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, no; Mayor Williams, yes; motion passed.

Ordinance 20-26, an Ordinance Amending the General Fund and Capital Investment Program for the Fiscal Year 2020-2021 Budget, Passed by Ordinance 20-07

Motion was made to approve Ordinance 20-26 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote, Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Mayor Williams, yes; no nays; motion passed.

Business Items

Approval of the 2020/2021 Snow Removal Schedule and Road Additions

Motion was made to approve the 2020/2021 Snow Removal Schedule and Road Additions. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote, Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no nays; motion passed.

Approval of Utility Make Ready Work Agreements for Development of the Town's Advanced Traffic Management System (ATMS) Phase 1 Project

Motion was made to approve the Utility Make Ready Work Agreements in the amount of \$139,205.81. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote, Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Mayor Williams, yes; no nays; motion passed.

Approval of Pole Attachment Agreement with Lenoir City Utilities Board for the Town's ATMS Phase 1 Project

Motion was made to approve the Pole Attachment Agreement with Lenoir City Utilities Board. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote, Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Mayor Williams, yes; no nays; motion passed.

Approval of Proposal from WSP, USA Inc. for Construction Engineering Inspection (CEI) Services for the Town's ATMS Phase 1 Project

Motion was made to approve the contract WSP, USA Inc. in the amount of \$819,318. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote, Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Mayor Williams, yes; no nays; motion passed.

Approval of TDOT Agreement for Development of Jamestowne Boulevard Traffic Study

Motion was made to approve the TDOT Agreement for Development of Jamestowne Boulevard Traffic Study. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote; Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no nays; motion passed.

Approval of Bids and Award of Contract 2021-07, Stormwater Infrastructure Repairs

Motion was made to approve the contract with Gulf Coast Underground, LLC in the amount of \$723,600.76. Moved by Alderman Povlin, seconded by Alderman Meyer; roll call vote; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Mayor Williams, yes; no nays; motion passed.

Approval of Bids and Award of Contract 2021-08, Watt Road Pedestrian Crossing

Motion was made to approve the contract with Whaley Construction in the amount of \$238,317. Moved by Alderman Povlin, seconded by Alderman Meyer; roll call vote; Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, no; Alderman Meyer, yes; Mayor Williams, yes; motion passed.

Approval of Updated Human Resources Policies and Procedures Manual

Motion was made to approve the Updated Human Resources Policies and Procedures Manual. Moved by Alderman Povlin, seconded by Alderman Meyer; roll call vote; Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Mayor Williams, yes; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, reported that the Town was awarded a grant for an all-inclusive playground from Blue Cross Blue Shield. He also reported that the Visit Farragut website is filled with holiday activities and information.

Citizens Forum

Mike Mitchell, 716 Brixworth Blvd, submitted a comment concerning the Biddle Farm Development.

Meeting adjourned at 9:15 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

Allison Myers

From: Mike Mitchell <ccrgd@charter.net>
Sent: Thursday, December 10, 2020 10:47 AM
To: Comments
Subject: For Citizen's Forum this evening
Attachments: Original Farragut Town Center.JPG; 1st Biddle Poll 12-10-20.JPG; 2nd Biddle Poll 12-10-20.JPG

Importance: High

Farragut Board of Mayor and Aldermen,

Where do the people of Farragut and nearby neighborhoods want the new Farragut mixed-use Town Center? Enclosed are two polls that answer that question. The vast majority of respondents want the original Farragut mixed-use town center concept on Eddy Ford's land. Also enclosed is the original town center concept from Michael Bates. As you can see from the enclosures the 1st poll shows out of 368 respondents 77% do not want the mixed-use town center on the Biddle farm. The 2nd poll shows out of 168 respondents 74% want the mixed-use town on Eddy Ford's land.

The original town center plan for Farragut was vertical mixed-use with retail on the first floor and condos or apartments on the upper floors. It would resemble Market Square Mall in downtown Knoxville. It was to be built on the Eddy Ford farm next to the town hall.

The Farragut Board of Mayor and Aldermen and the Farragut Planning Commission have changed the Farragut Comprehensive Land Use Plan and various text amendments and have rezoned the Biddle farm behind the old Kroger on Kingston Pike to become the new town center. It would be horizontal mixed-use with two small strip malls that will hold a total of 11 retail spots with a grass median in between them and 300 plus apartments down the street. The project will require 100,000 cubic yards of fill dirt because the land is 4 to 12 feet below road grade and half the farm is in the FEMA 100 year flood plain. The people are against this. It is not a suitable building site. The people can take their protest to FEMA and TDEC if you refuse to listen to us.

I object to the actions taken by the Farragut Board of Mayor and Aldermen and the Farragut Planning Commission to fast track Budd Cullom's proposal and try to freeze out local developer Doug Horne who has the Ford land under contract for development.

The vast majority of citizens who have written email comments on the Cullom proposal are against it. They object to the flawed process which violates Farragut ordinance, the Tennessee Open Meetings Act and the Tennessee Public Notice requirement. We want to see Doug Horne's proposal. We want the original town center concept. Not the Cullom proposal of two strip malls with only 11 stores separated by a grass median and 300 plus apartments down the street. That is not a town center. It is just an apartment complex in the wrong place with 11 stores. We do not want Cullom's proposal.

Listen to the people. To date your representation has been only to Budd Cullom and not the people of Farragut. Allow Doug Horne the opportunity to show his vision for Farragut.

Cordially,

Mike Mitchell

716 Brixworth Blvd.

BMA WORKSHOP

PREPARED BY: David Smoak, Town Administrator



SUBJECT: Discussion of McFee Park Improvements and Master Plan

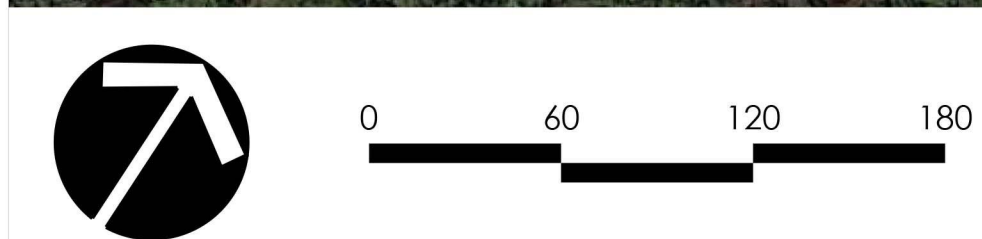
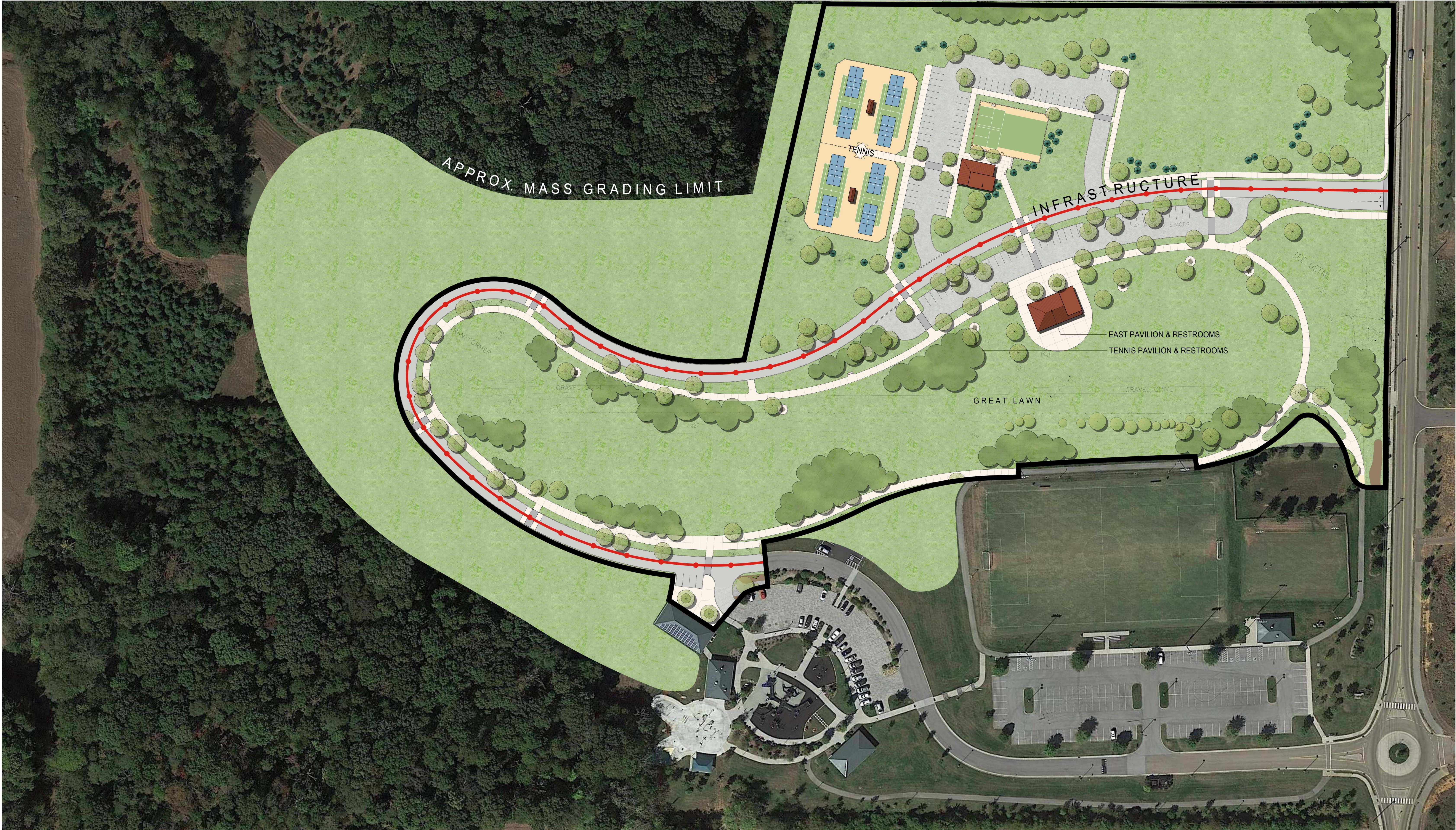
INTRODUCTION: The purpose of this agenda item is to discuss the McFee Park improvements and overall master plan for the park.

DISCUSSION: The Town of Farragut approved a contract with Merit Construction on March 12, 2020 for Phase 3 improvements to McFee Park. These improvements include a great lawn, four court tennis complex, restroom pavilion, loop road to connect the existing portion of McFee Park and associated parking. In addition, the Board approved the construction of a multi-purpose court to be included in this phase and all improvements are scheduled to be completed by the end of June 2021.

Changes that have been made to position the tennis facility to be able to add future courts will require repositioning and possible changes to other amenities that were planned for the park, which include a dog park, playground, disk golf and amphitheater.

Recently, the Town has been in discussions with a potential donor to provide a single-track trail amenity that would wind its way through the forested areas of the park. Staff has been in discussions with a contractor that specializes in trail building about providing a potential design and estimated costs for construction.

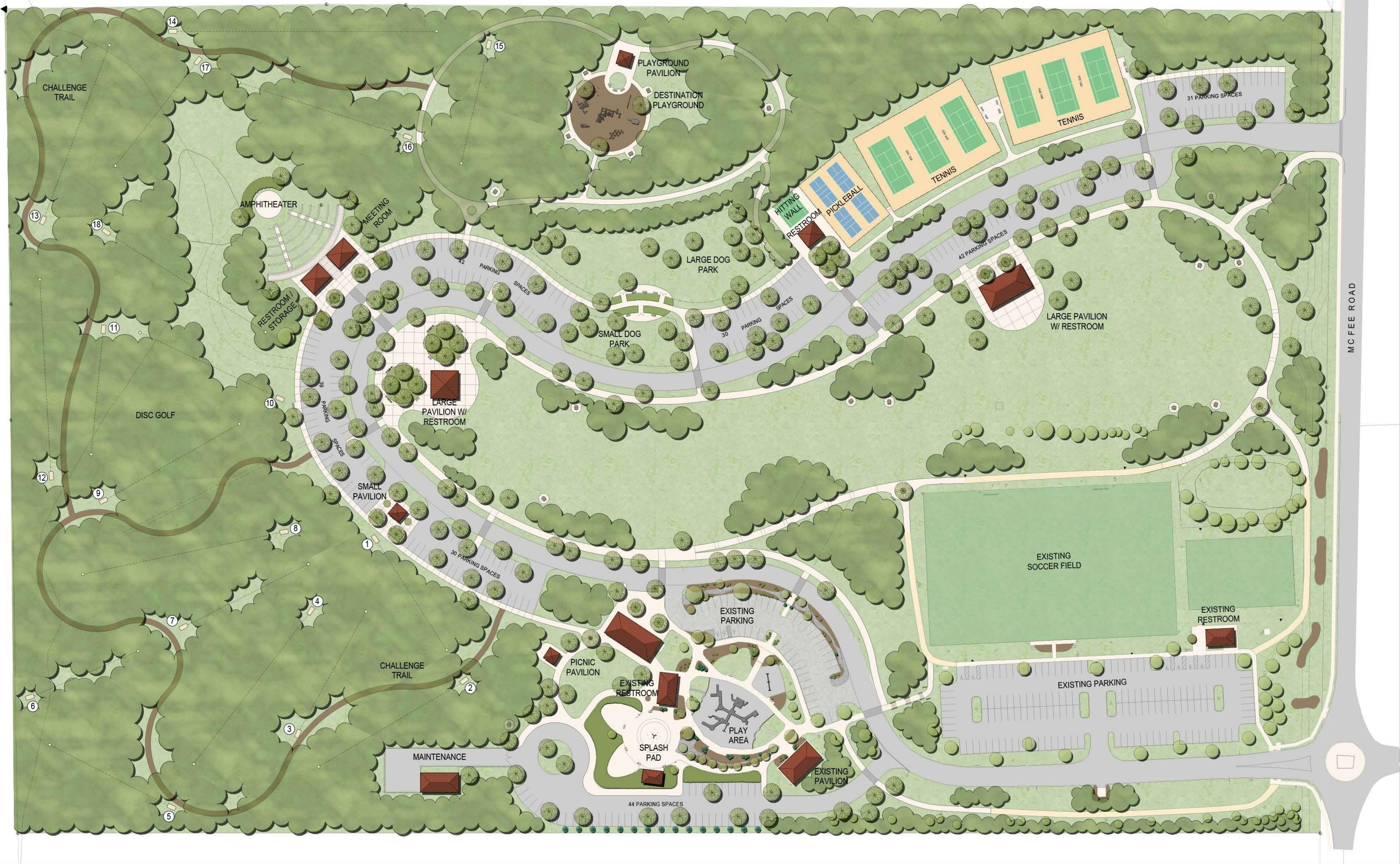
Included in your packet are the current McFee Park Master Plan and park survey's that were used in developing the plan. Staff is requesting direction from the Board of Mayor and Aldermen on potential future amenities and updates to the McFee Park Master Plan.



McFEE PARK PHASE III

TOWN OF FARRAGUT

AUGUST 8, 2019



2016 MCFEE PARK MASTER PLAN UPDATE

TOWN OF FARRAGUT





Town of Farragut Parks Related Survey Results (Last Five Years)

Branding Project:

- Most Mentioned Assets in Interviews
 - Parks and greenways (#8)
- Most Mentioned Opportunities in Interviews
 - Purchase of Russell House (Campbell Station Inn) (#1)
 - Expansion/connection of greenways (#2)
 - Community events (#3)
- Resident Perceptions Top Ten – Survey
 - Support for community events/festivals (#3)

2016 Park Survey:

- Results from online and onsite surveys – additional facilities
 - Synthetic turf rectangular fields (45.91%)
 - Shade structures (41.91%)
 - Greenway links (41.73%)
 - Restrooms (41.21%)
 - Internal park trails (37.91%)
 - Playgrounds (32%)
 - Dog park (27.47%)
 - Picnic pavilions (27.13%)
 - Amphitheater (25.20%)
 - Tennis courts (19.30%)
 - Disc golf (17.21%)
 - Others (13.98%)

Strategic Plan

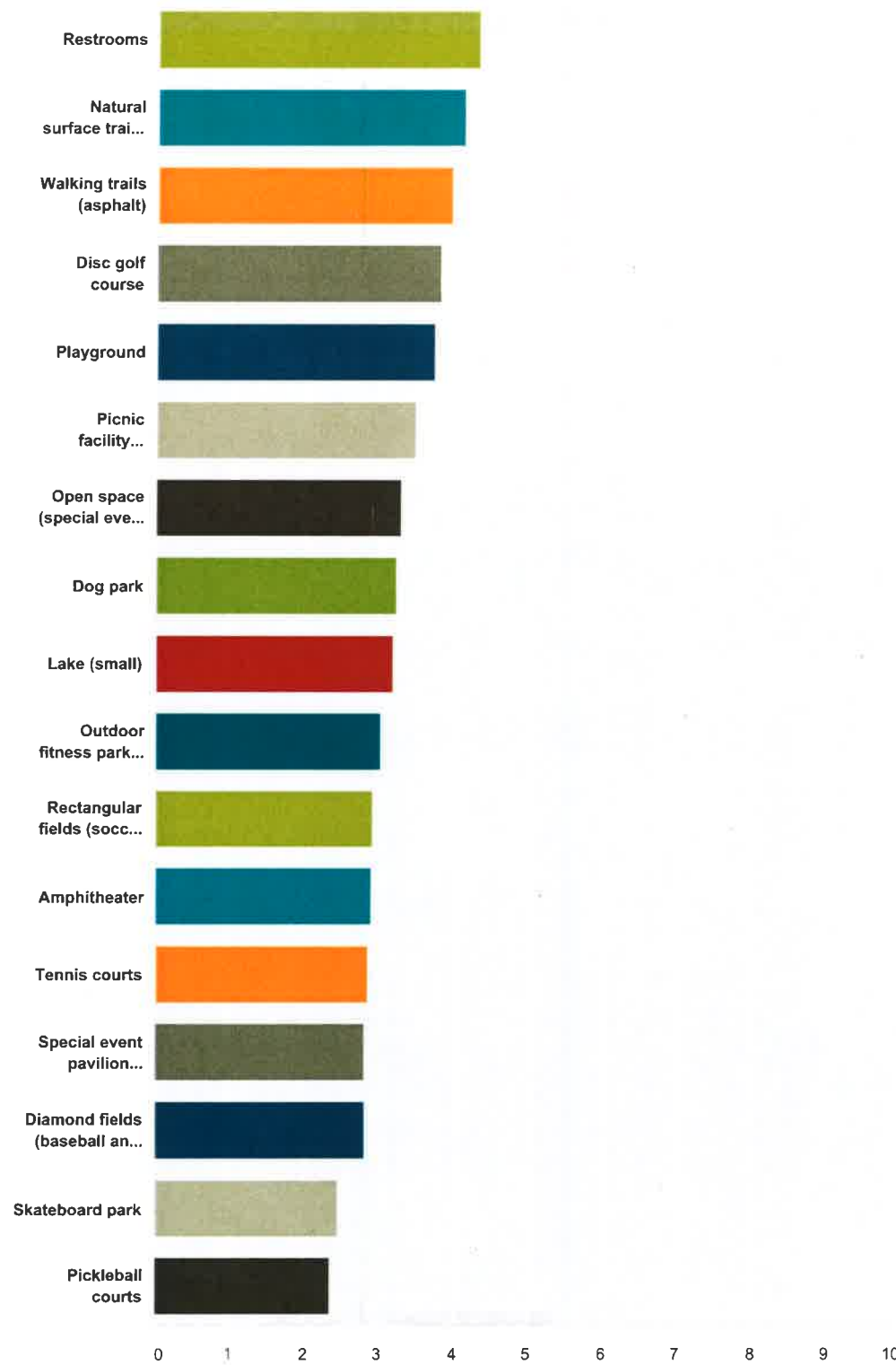
- What type of development are you interested in seeing in Farragut (recreation-based answers)
 - Green space/open space (7%)
 - Recreation/community center (5.75%)
 - Outdoor entertainment area (2.47%)
 - Community pool (1.6%)
 - McFee Park (1.23%)
 - Bike trail (1.23%)
 - Sports facility (.82%)
 - Amphitheater (.82%)
 - Nature preserves (.82%)

McFee Park Master Plan (Current)

- Online Survey – ranking of facilities with weighted average
 - Restrooms (4.32)
 - Natural surface trails (4.14)
 - Asphalt surface trails (3.95)
 - Disc golf (3.83)
 - Playground (3.73)
 - Picnic facility (3.48)
 - Open space/event area (3.30)
 - Dog park (3.20)
 - Lake (3.20)
 - Outdoor fitness stations (3.01)
 - Rectangular athletic fields (2.93)
 - Amphitheater (2.91)
 - Tennis courts (2.85)
 - Diamond athletic fields (2.82)
 - Special event pavilion (2.82)
 - Skateboard park (2.47)
 - Pickleball courts (2.38)
- Public Hearings – day (3) and evening (10)
 - 9 participants rated disc golf the most important facility
 - 1 participant rated tennis and pickleball most important
 - Other facilities mentioned: volleyball, trails, multi-purpose field (rectangular)
 - Amphitheater
 - Pavilions
- Other Comments About Draft Plan (Facebook (27), Next Door (7), Email (12))
 - Disc golf (25)
 - Swings (9)
 - Shaded playground (9)
 - Community swimming pool (8)
 - Pickleball (8)
 - Fenced-in playground (7)
 - Accessible/inclusive elements (4)
 - Toddler areas (2)
 - Basketball court (2)
 - Skate park (2)
- Others with 1 comment: shuffleboard, fitness stations, greenway, fence around splashpad, restroom close to playground, destination playground, another splashpad, disc golf should double as cross country trails

Q1 Please indicate how important the addition of the following amenities are for McFee Park.

Answered: 295 Skipped: 0



	Extremely Unimportant	Somewhat Unimportant	Neutral	Somewhat Important	Extremely Important	Total	Weighted Average
Restrooms	2.14% 6	1.78% 5	13.52% 38	25.98% 73	56.58% 159	281	4.33
Natural surface trails (hiking)	4.58% 13	2.46% 7	9.51% 27	41.90% 119	41.55% 118	284	4.13
Walking trails (asphalt)	7.83% 22	4.98% 14	12.46% 35	33.10% 93	41.64% 117	281	3.96
Disc golf course	13.01% 38	6.16% 18	15.41% 45	16.44% 48	48.97% 143	292	3.82
Playground	7.80% 22	8.16% 23	23.76% 67	23.76% 67	36.52% 103	282	3.73
Picnic facility (small)	6.05% 17	12.46% 35	25.98% 73	37.72% 106	17.79% 50	281	3.49
Open space (special event area)	9.15% 26	8.10% 23	40.14% 114	28.52% 81	14.08% 40	284	3.30
Dog park	11.87% 33	14.03% 39	28.42% 79	29.14% 81	16.55% 46	278	3.24
Lake (small)	15.94% 44	12.32% 34	22.46% 62	35.51% 98	13.77% 38	276	3.19
Outdoor fitness park (exercise stations)	16.61% 47	14.49% 41	31.10% 88	25.80% 73	12.01% 34	283	3.02
Rectangular fields (soccer, lacrosse)	18.79% 53	16.31% 46	30.14% 85	22.70% 64	12.06% 34	282	2.93
Amphitheater	15.14% 43	16.55% 47	40.14% 114	18.31% 52	9.86% 28	284	2.91
Tennis courts	19.57% 55	19.93% 56	29.89% 84	16.73% 47	13.88% 39	281	2.85
Special event pavilion (weddings, receptions, large groups, etc.)	18.28% 51	17.20% 48	35.48% 99	22.22% 62	6.81% 19	279	2.82
Diamond fields (baseball and softball)	16.73% 47	18.86% 53	38.79% 109	17.79% 50	7.83% 22	281	2.81
Skateboard park	29.03% 81	20.07% 56	31.54% 88	13.62% 38	5.73% 16	279	2.47
Pickleball courts	33.57% 95	19.08% 54	33.22% 94	6.36% 18	7.77% 22	283	2.36

#	Other (please specify)	Date
1	Put in a disc golf course, it is a wise investment.... It will be played	11/8/2016 6:57 AM
2	The Pickleball courts need to be lighted!	11/7/2016 10:48 PM
3	Plenty of water fountains should be available no matter what is built.	11/7/2016 10:11 PM
4	Pickleball and dis golf please!	11/7/2016 10:06 PM
5	Lots of water fountains for drinking would be a boon.	11/7/2016 9:12 PM
6	Firing range	11/5/2016 5:00 PM
7	I play at admiral and it's too crowded we need another course	11/5/2016 3:02 PM
8	When we visit family in Knoxville (which is fairly regularly), my husband and I enjoy playing disc golf. We would love to have new options to enjoy since we are in the area a good deal. Disc courses can be enjoyed by all ages, even if you don't actually play.	11/5/2016 2:16 PM
9	1.Add shaded area at Splash Pads, 2. Add more parking spacing at upper level of the Park, 3.Increase seating especially for adults; add a couple of benches.	11/4/2016 3:50 PM
10	As an adult, my favorite parts of McFee Park are the walking trails and pavillions. My granddaughter adored the splash pad while she was visiting from FL. The playground was fun for her, also. The additional amphitheater would really be nice at McFee Park.	11/4/2016 2:39 AM
11	As a Pryse Farms resident, I feel that when you are planning, you should consider having a buffer of trees and shrubs planted along McFee Rd. on the park's property. This will help stop a lot of loud noises and activities coming from the park that us home owners can hear.	11/3/2016 1:42 PM
12	Basketball goal very important!	11/2/2016 10:17 PM
13	Would be nice if all lighting is directed in the park and not towards the homes in Cottages of Pryse Farms and others close by.	11/2/2016 9:21 PM
14	Please add the disc golf course. Farragut needs a clean course (drug free) for the disc golfers. We are a great community and it lacks in our representation for the disc golf scene. My family has been apart of this community for over 50 years and it is safe to say that Farragut strives to be the best city for everything that we do (which should include disc golf).	11/2/2016 7:32 PM
15	Love the idea of an Amphitheater, something large enough for small events or plays	11/2/2016 3:20 PM
16	More shade. The play ground equipment gets extremely hot in the summer to where the children can not slide. Also, around the splash pads for parents watching their children.	11/2/2016 2:45 PM
17	I think Farragut needs a community pool and McFee park would be a great location.	11/2/2016 2:28 PM
18	Would like toddler/infant swings if possible	11/2/2016 9:53 AM
19	More shade around splash pad	11/2/2016 8:29 AM
20	PLEASE provide seating and shade right along the splash pad and playground. But especially the splash pad. We avoid going there because it's too hot and there is NOWHERE for parents to sit while also keeping an eye on their children. It needs to be right around the splash pad or on it so we can still see our children. And preferably some low sitting seating. The sight line at mcfee is awful for watching multiple children as well. A fenced in playground area would be a wonderful addition. But parents need somewhere to sit that is CLOSE to where the kids are playing. We can't sit at a Pavillion and still see our kids.	11/2/2016 8:06 AM
21	More shade around the splash pad, please!	11/2/2016 7:56 AM
22	More shaded seating options at the splash pad and playground, please!!	11/2/2016 7:46 AM
23	A community pool would be wonderful!	11/1/2016 9:58 PM
24	there are tons of trails and walking paths, but still not enough disc golf in my opinion! I see lots of people playing at other parks.	11/1/2016 12:53 PM
25	Having a basketball court or 1/2 court would be a nice addition.	10/28/2016 2:18 PM
26	Pool, kid pool, obstacle course, open and level paved area for bicycle training	10/28/2016 4:36 AM
27	Large sand box that maybe has a couple stationary construction toys they could sit in and use, covered playground or splash pad. The sun is brutal in the summer months. More playground items for babies and toddlers that aren't walking yet that you strap them into and play other than swings, maybe something like a small merry go round that they could strap into or onto.	10/27/2016 11:49 AM
28	An interactive natural play area for a broad age range of children would be wonderful.	10/26/2016 6:22 PM
29	Shade areas, splash pad	10/26/2016 6:12 PM
30	Please, please, please add more swings. There are only two non-infant swings, one infant swing, and one toddler swing. That's an inadequate number of swings for the park. Furthermore, the purple swing's latch is broken and has been for some time.	10/26/2016 5:23 PM
31	Splash pad is very important!!!	10/26/2016 12:33 PM
32	Shade! Preferably trees, more swings, open hard flat surface for skating, bicycle trail (kid friendly)	10/26/2016 12:26 PM
33	Please add more shade at the splash park. There is not nearly enough on very busy days! I would love to sit in the shade and watch my daughter play!	10/26/2016 10:36 AM
34	SHADE NEAR SPLASH PAD PLEASE!	10/26/2016 10:29 AM
35	I would like to see an advanced wifi weather center located at Park. The weather station would have a webcam and could be synced into the lighting. McFee Park is the perfect location since most storms move west to east. Also, note that temperature change from the City of Knoxville and from the airport are often way off. In my vision, we would have a weather center at McFee and one at town hall. That way this would give our NWS as well as our local weather meteorologists the ability to recognize just how serious a storm is and if it is picking up or losing energy. Another advantage of this would be that town officials can better prepare for snow conditions. Finally, this system would have multiple cameras with night vision. That way if a tornado comes rolling in, we are ready.	10/25/2016 5:29 PM

Q4 Additional comments

Answered: 52 Skipped: 243

#	Responses	Date
1	I almost finished the survey before I realized that the answers were flipped. I had expected 'extremely important' to be listed first, but instead it was listed last. This is unusual and may skew your results.	11/8/2016 7:28 AM
2	Put in a disc golf course	11/8/2016 6:57 AM
3	The youth of Disc Golf has blossomed so much over the past couple of years. This park will become a a meca in terms of recreation and a staple point for the growing sport within the community. Knoxville is becoming a center point for the sport. I'm all for this great development	11/7/2016 11:10 PM
4	Pickleball courts would be a wonderful addition.	11/7/2016 10:28 PM
5	Pickleball becoming a popular sport all ages	11/7/2016 10:26 PM
6	The disc golf community that is formal (club) and informal (much larger contingent) in Knoxville should have a say in the course design. A city course that is designed by Non-players is.....generally, in my experience, not worth it. When I say "the community should have a say" I mean, professionally designed, or player designed. The course in Powell turned out pretty good, and it shows, thanks to a couple players who stepped up and worked for a good design. Thank you for your consideration.	11/7/2016 10:24 PM
7	A skate park and disc golf course would be great additions to this area.	11/7/2016 10:18 PM
8	Ideally an 18-27 hole multi tee or multi basket disc golf course.	11/7/2016 10:11 PM
9	Again Pickleball and disc golf	11/7/2016 10:06 PM
10	Though my zip code is in Halls, I work in the Lovell Rd area and would most definitely use the disc golf course along with some of the other amenities.	11/7/2016 9:54 PM
11	Would love to see tennis courts.	11/7/2016 2:21 PM
12	avid runner and disc golfer, would love to see more things of this type	11/7/2016 11:46 AM
13	My friends and I would love to see another disc golf course in Ktown.	11/7/2016 10:04 AM
14	I travel to your area frequently to visit with my son, an avid disc golf player, and I've played several courses in the Knoxville area. I think an additional course would be great.	11/7/2016 9:14 AM
15	This would be nice	11/7/2016 6:56 AM
16	We drive from Madisonville to Knoxville several times a year just to play disc golf. While we are in Knoxville, we eat and shop. A new disc golf course would be good for players and the economy.	11/6/2016 5:31 PM
17	I am really excited to hear a new park is coming to Farragut. I live near Farragut (Rocky Hill area) and find myself in Farragut quite often. I have noticed that the sport of disc golf has grown exponentially not just in Knoxville but in other areas, and it has grown into a family sport. I personally appreciate how the courses do not deface the natural beauty of the parks and surrounding nature. Walking and hiking trails would also be wonderful as Knoxville and surrounding areas are trying to add more urban wilderness to their repertoire of pristine local park attractions.	11/5/2016 9:57 PM
18	A disc golf course around the tree farm would be great!	11/5/2016 5:31 PM
19	Disc Golf is a growing sport & we need more nice courses in the area.	11/5/2016 5:24 PM
20	Would love to see disc golf. One of the few sports the whole family can play regardless of skill. The fastest growing family sport in the country. Love McFee park. We installed the solar panels.	11/5/2016 4:50 PM
21	Disc golf course is a must!!	11/5/2016 4:09 PM
22	The closest course is very small. Too crowded to play at admiral park at times so it would be great if they opened up a new Frisbee golf course in Farragut.	11/5/2016 3:39 PM
23	I love playing disc golf. I play with my Dad and friends a lot.	11/5/2016 3:11 PM
24	Please new disc golf course	11/5/2016 1:39 PM
25	I don't live in farragut but right down the road. And spend a lot of time and money in farragut. I think a new disc golf course would be an awesome addition to the area	11/5/2016 1:37 PM

26	I really would like to have a small and large dog park there. I say it's so my dog can socialize with other dogs (which is important) but really, I've never been to a dog park that I didn't meet someone new too. It's easy to meet people when talking about our pets.	11/4/2016 8:53 PM
27	The Town should be commended on the excellent maintenance of the Park System including McFee Park. My great grands love McFee and Mayor Bob Leonard. We truly love attending The Lights in the Park; Fantastic and Beautiful. Thanks for your Dedication / Good Work.	11/4/2016 3:50 PM
28	As a new player, having a course at this park is very important. I CANNOT STAND admiral farragut, and get stressed out from the very dangerous holes and huge number of people that play there that push my through the course. Just driving up the driveway is dangerous. We need this disc golf course!	11/4/2016 2:27 PM
29	Love the idea of pickleball courts!	11/4/2016 1:38 PM
30	There are no public tennis courts in our immediate area. If one is not a member of a private tennis facility or living in a subdivision with courts, there is no place to play. Additionally, the local area intermediate and high schools don't have ANY courts - most have to travel to West Hills for their practices, matches. Tennis is a sport for ALL ages, has been popular for years and is still very popular. Six courts would meet the needs of the area, especially considering the schools. USTA and GKTA are very active in promoting tennis and provide opportunities for leagues, tournaments and teaching. Atlanta area started this in their area in the 70's building 12 courts around a clubhouse and staffed it, providing leagues, tournaments, round robins and other tennis activities. Very successful. Still is.	11/3/2016 6:41 PM
31	My family and I live near the Farragut line on Lovell Rd. Having a disc golf and picnic area at the park would bring us to that area much more often.	11/3/2016 3:50 PM
32	Security cameras would be the most important addition to the whole park.	11/2/2016 9:21 PM
33	Thank you for counting my vote.	11/2/2016 7:32 PM
34	This park is beautiful! Really love having it nearby!	11/2/2016 7:21 PM
35	Will park walking trails connect to nearby neighborhoods as they are developed?	11/2/2016 3:20 PM
36	More shade at the playground!!!	11/2/2016 1:16 PM
37	More shade around splash pad	11/2/2016 8:29 AM
38	When we bought @ Pryse Farm, we were told tennis & pickle ball courts would be added to the park. It has enough sports fields. Let's provide activities for some of the rest of us, please. Thank you	11/1/2016 5:48 PM
39	I would love to see a big huge playground. With the existing splash pad, it would be a natural. I know we have walking trails, but that land is laid out beautifully for more nature trails and safe bike trails for kids to ride long distances safely. We are already near a dog park and skateboard park and have all those ball fields near the cove, I would love to see this one for the kids....a huge, huge playground area would be my first consideration. Secondly, pickle ball courts because we don't have any that I am aware of, even though I don't play myself. However, this would depend on the cost to maintain the courts. I personally would love something like the UT gardens where you could take a beautiful leisurely hike and look at scenery, flowers, etc. and have weddings, but I know that would probably be costly to maintain. We visit there and the UT arboretum to take easy hikes, so having something nearby would be ideal!	11/1/2016 5:34 PM
40	The Town is doing a wonderful job enhancing this beautiful place in which we live - thank you!	11/1/2016 12:56 PM
41	a natural playground would also be a nice compliment to the already nice traditional style playground! keep up the good work!	11/1/2016 12:53 PM
42	Get the kids off gaming, and get out and enjoy nature	10/31/2016 7:51 AM
43	Please consider a DiscGolf course! There is a ladies group that would love to play there	10/31/2016 7:27 AM
44	Disc golf is an excellent all age family activity and add another course to Farragut would be great!!	10/30/2016 12:48 PM
45	Disc golf is a rapidly growing sport and that is much cheaper to play than most sports. It's a great form of exercise and members of the community, young and old, rich or poor can enjoy some relaxing outdoor recreation.	10/29/2016 6:11 PM
46	Thanks	10/27/2016 11:14 PM
47	Farragut needs public Tennis Courts, grants should be available through USTA.	10/27/2016 1:03 PM
48	Security cameras in the parking lots and a few main points of entry would be wonderful. A few vending machines would be a nice addition.	10/26/2016 5:23 PM
49	Plenty of seating at the play areas for parents to sit close to the play areas like benches etc. - when the searing is far from the playgrounds or sand boxes that's useless but there needs to be more seating close to the playgrounds and sand boxes	10/26/2016 2:36 PM

50	SHADE, please!!!!!!!!!! The playground gets so hot in the warm months that shade would be great.	10/26/2016 12:47 PM
51	It's quite a drive from our area of east Knox County, but McFee Park is our favorite!	10/26/2016 12:04 PM
52	I used to live in Charleston, SC and their parks are what I wish we could model Knoxville parks after. They even charge an admission fee of \$2 but it doesn't keep people away because the park itself has so much to offer. James Island County park in particular is our favorite, with a very large dog park and water surrounding it, where you can rent paddle boats, SUP, and kayaks by the hour. There is a fishing pier, a rock climbing wall, trails galore as well as a place to rent bikes. There are two very big playgrounds with amazing shade structures as well as a splash pad area close by and if that wasn't enough, there is a very small waterpark (an additional fee for admission, around \$15-\$20) with a small wave pool, lazy river, and a few tube slides. The park hosts so many great events, including a drive through Christmas light show in the winter. I believe Farragut would have the means to duplicate something similar, maybe on a smaller scale, but it would be THE most visited park. Farragut has already done such an amazing job with its recreation program, I look forward to seeing it grow even more.	10/26/2016 10:31 AM

Board of Mayor and Aldermen November 12, 2020 Minutes

Mayor Williams called the meeting to order at 7:00 PM.

Roll Call

Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; in addition to staff and members of the press. The meeting was held via WebEx Governor Lee's orders and the Knox County Health Department's orders regarding the COVID-19 pandemic.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the Minutes of October 22, 2020 with an amendment and the minutes of October 26, 2020 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote, Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Mayor Williams, yes; no nays; motion passed.

Ordinances

First Reading

Ordinance 20-22, an ordinance to rezone the property at 933 McFee Road from Agricultural (A) to Open Space Residential Overlay (R-1/OSR), 7 Acres (Rackley Engineering, Applicant)

Motion was made to approve Ordinance 20-22 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote, Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no nays; motion passed.

Ordinance 20-23, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 4., Section XXIX, - Grand Opening Special Events Permit, to provide for different sign related provisions (Town of Farragut, Applicant)

Motion was made to approve Ordinance 20-23 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote, Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Mayor Williams, yes; no nays; motion passed.

Ordinance 20-24, ordinance to amend the Farragut Municipal Code Chapter 18, Parks and Recreation, to prohibit smoking on any children's play areas

Motion was made to approve Ordinance 20-24 on first reading. Moved by Alderman Povlin, seconded by Alderman Meyer; roll call vote, Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Mayor Williams, yes; no nays; motion passed.

Business Items

Approval of Alderman Appointment to the Farragut Planning Commission

Motion was made to re-appoint Vice-Mayor Povlin to the Planning Commission. Motion was made to approve Ordinance 20-24 on first reading. Moved by Mayor Williams, seconded by Alderman Pinchok; roll call vote, Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no nays; motion passed.

Approval of Appointment to the Farragut Board of Zoning Appeals

Motion was made to appoint John Hoffman to the Board of Zoning Appeals with term ending June 2022. Moved by Alderman Povlin, seconded by Alderman Meyer; roll call vote, Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Mayor Williams, yes; no nays; motion passed.

Approval of the 2021 Independence Day Parade Date

Motion was made to approve the date of Saturday, July 3rd for the 2021 Independence Day Parade. Moved by Alderman Pinchok, seconded by Alderman Burnette; roll call vote, Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no nays; motion passed.

Approval of Resolution: R-2020-11, a resolution by The Board of Mayor and Aldermen of the Town of Farragut Authorizing the Town to Participate in the Public Entity Partners' "Safety Partners" Matching Grant Program

Motion was made to approve Resolution R-2020-11. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote, Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Mayor Williams, yes; no nays; motion passed.

Approval of Resolution R-2020-12, a resolution to name the Plaza located at 11409 Kingston Pike, the Mayor Ralph McGill Plaza

Motion was made to approve Resolution R-2020-12. Moved by Mayor Williams, seconded by Alderman Povlin; roll call vote, Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, yes; Alderman Meyer, yes; Mayor Williams, yes; no nays; motion passed.

Town Administrator's Report

Light the Park, November 24, 2020-January 3, 2021

Vice-Mayor Povlin congratulated David Smoak on being awarded Administrator of the Year award.

Meeting adjourned at 7:58 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 20-22, an ordinance on second reading to rezone the property at 933 McFee Road from Agricultural (A) to Open Space Residential Overlay (R-1/OSR), 7 Acres (Rackley Engineering, Applicant)

INTRODUCTION AND BACKGROUND: This rezoning request involves a seven-acre portion of the original Velma Seal property that is immediately south of McFee Park along McFee Road. The Seal estate has been divided into three tracts each greater than five acres. The southernmost tract (Tract II on the boundary survey that is included in the packet) is the subject of this rezoning request. A small unoccupied house is currently situated on Tract II.

DISCUSSION: The applicant also recently requested a rezoning of the Gibson Farm that is south of the Seal property. Both the Gibson and the Seal properties are zoned Agricultural (A) and the requested zoning district is Open Space Residential Overlay (R-1/OSR). Both properties are shown on the future land use map as Open Space Cluster Residential, which is consistent with the zoning district requested.

The rezoning for the Gibson property was unanimously supported by the Planning Commission and ultimately approved by the Board of Mayor and Aldermen. The seven-acre tract being considered for rezoning at this time will be combined with the 25-acre Gibson tract.

RECOMMENDATION: At their meeting on October 15, the Planning Commission unanimously recommended approval of Ordinance 20-22. On November 12, the Board of Mayor and Aldermen unanimously approved Ordinance 20-22 on first reading. There have been no changes to the ordinance since first reading and Community Development Director, Mark Shipley, recommends approval of Ordinance 20-22 on second reading.

PROPOSED MOTION: To approve Ordinance 20-22 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	_____	_____	_____	_____	_____

RESOLUTION PC-20-15

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF THE PROPERTY AT 933 MCFEE ROAD, FROM AGRICULTURAL (A) TO OPEN SPACE RESIDENTIAL OVERLAY (R-1/OSR)

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

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

WHEREAS, a public hearing was held on this request on October 15, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval of Ordinance 20-22 to the Farragut Board of Mayor and Aldermen, an ordinance amending the Farragut Zoning Ordinance and Map, Ordinance 86-16, by rezoning the above noted property.

ADOPTED this 15th day of October 2020.

Rita Holladay, Chairman

Scott Russ, Secretary

ORDINANCE:	20-22
PREPARED BY:	Shipley
REQUESTED BY:	Town of Farragut
CERTIFIED BY FMPC:	October 15, 2020
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

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

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

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning the property located at 933 McFee Road and including approximately 7 acres, from Agricultural (A) to Open Space Residential Overlay (R-1/OSR (See Exhibit A).

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

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2020,
with approval recommended by the Farragut Municipal Planning Commission (FMPC).

Rita Holladay, Chairman

Scott Russ, Secretary



**Exhibit A
Ordinance 20-22**

**Rezone
Parcel 14.04
Tax Map 162
933 McFee Road**

From
A (Agricultural)

to

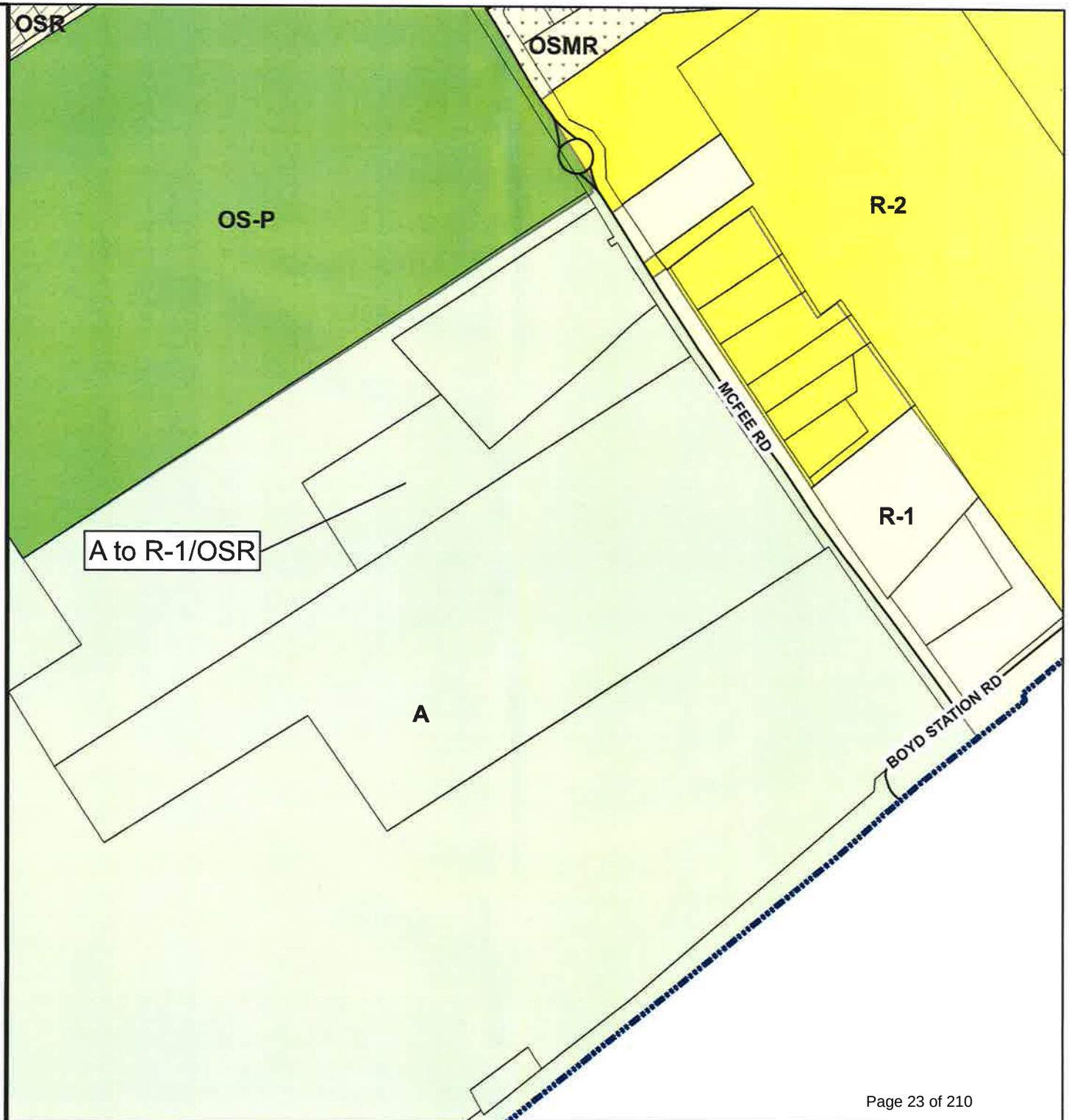
R-1/OSR (Rural Single-Family
Residential/Open Space
Residential Overlay)

Legend

-  Town Limit
-  Streets
-  Parcels
-  A, Agricultural
-  OS-P, Open Space/Park
-  R-1, Rural Single-Family Residential
-  R-2, General Single-Family Residential
-  R-1/OSR, Open Space Residential Overlay
-  R-1/OSMR, Open Space Mixed Residential Overlay



1 in = 400 ft





Boyd Station Rd
Harvey Rd
Dixie Rd
Cherry Rd

VICINITY MAP

CERTIFICATE OF SURVEY ACCURACY

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown herein, that this is a Class I Boundary Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the nation of precision is greater than or equal to 1:10,000.

13 July 2020
John Scott Stanley
REGISTERED LAND SURVEYOR

Nick McBride
REGISTER OF DEEDS
KNOX COUNTY

202007140003801
Knox County, TN
REC'D FOR REC 7/14/2020 12:58 PM
RECORD FEE: \$17.00
M. TAX: \$0.00 T. TAX: \$0.00
130220034097

TOWN OF FARRAGUT
PARCEL NO. 001
INST. 2017000401463

SILO

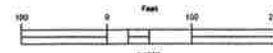
TRACK III
506,876 SqFt / 11.64 ACRE

TRACK II
204,920 SqFt / 7.00 ACRE

TRACK I
290,865 SqFt / 6.68 ACRE

CORRECTED BOUNDARY SURVEY OF VELMA D. SEALS PROPERTY

SIXTH CIVIL DISTRICT OF KNOX COUNTY
13 JULY 2020
SCALE 1" = 100'



- MONUMENTS (FOUND)
- MONUMENTS (SET)
- UTILITY POLE
- TREE
- BUILDING
- BOUNDARY LINE
- CENTER LINE CREEK
- CENTER LINE ROAD
- ADJOINING LOT LINES
- BARBED WIRE FENCE
- WOODEN FENCE

Notes:

- Property Address: 627 Smith Road
- Owners: Velma D. Seal
- Deed: 20050720-0006182
- Area: 1,087,849 SqFt. / 24.97 Acres
- Single story home
- Right of Way Acquisition was obtained by the Town of Farragut and is listed in Instrument 20050720000612
- 25' Access easement centered on gravel driveway for Tracks I&II
- This survey was done in accordance to the State of Tennessee Minimum Standards of Practice.

OWNER

Seal, Velma D.
Velma D. Seal
627 Smith Road
Knoxville, TN 37934
(865) 671-3962

LAND SURVEYOR

John Scott Stanley
License No. 2807
619 Glen Willow Drive
Knoxville TN, 37934
(865) 675-0175

CERTIFICATE OF EXEMPT PLAT

I hereby certify that on this drawing all lots are greater than 1/4 acre, have more than 25 feet of road frontage on a public access street, there is no new street construction, no new utilities are required, no new dedication is required and is an exempt plat as prescribed by the Knoxville-Knox County Subdivision Regulation.

Registered Land Surveyor
Tennessee License No. 2807
Date: 13 July 2020



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 20-23, an ordinance on second reading to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 4., Section XXIX, - Grand Opening Special Events Permit, to provide for different sign related provisions (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: This item was discussed at two Planning Commission meetings. During that time, staff noted that amendments to the existing Grand Opening Special Events Permit section of the Farragut Zoning Ordinance were being considered to address the following objectives:

- 1) Clarifying the intent of the grand opening permit.
- 2) Improving the appearance of grand opening signs.
- 3) Applying updated provisions in the Farragut Sign Ordinance to grand opening special events signs.
- 4) Allowing grand opening special events signs to be an “extra” temporary parcel sign (not charged to their other permitted signs during a calendar year).
- 5) Continuing to allow grand opening signs to be in place for up to 20 days.
- 6) Omitting a filing fee or deposit for grand opening signs and simplifying the application process.

Ordinance 20-23 reflects the feedback received by the Planning Commission. One recommendation was that, for branding and business relations purposes, the Town’s role (likely through the Farragut Business Alliance) in owning and administering grand opening special events signs would be retained. The sign, however, would be smaller and more manageable and the deposit process would no longer apply for a business that may wish to use the sign for their grand opening.

RECOMMENDATION: At their meeting on October 15, the Planning Commission unanimously recommended approval of Ordinance 20-23. On November 12, the Board of Mayor and Aldermen unanimously approved Ordinance 20-23 on first reading. There have been no changes to the ordinance since first reading and Community Development Director, Mark Shipley, recommends approval of Ordinance 20-23 on second reading.

PROPOSED MOTION: To approve Ordinance 20-23 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	_____	_____	_____	_____	_____

NOTE: Version Approved at October 15, 2020 Planning Commission meeting

Sec. XXIX. - Grand opening special events permit.

It is the intent of this section to establish the permitting process and the requirements for grand opening special events held by commercial, **office, and service** entities within the Town of Farragut. The purpose of this grand opening special events permit is to help give new businesses, **offices, and service providers** additional publicity **as they initiate their activities within the Town.** ~~so that they have greater opportunity to showcase their business and customer service, which in turn will bring back repeat customers to their business.~~

A. *General Requirements.*

- ~~1. — Each individual permanent commercial entity located within the General Commercial District (C-1), the Regional Commercial District (C-2), or the Planned Commercial Development District (PCD) is eligible for a grand opening special events permit.~~
1. A commercial entity **Commercial, office, and service entities are** is eligible for one grand opening special events permit when such entity is opening for business for the first time at a particular location.
2. The duration of each grand opening special event shall not exceed 20 calendar days.

B. *Sign Requirements.*

1. **In order to brand the grand opening events and establish a consistent and identifiable sign for such events, grand opening events signs shall be owned by and administered through the Town. Sign provisions shall be in accordance with the applicable sections of the Farragut Sign Ordinance. Grand opening special events permit signs shall be considered temporary parcel signs but shall not be counted toward the 40 calendar days per year within which a temporary parcel sign may be permitted. A temporary parcel sign where a commercial, office, or service entity is opening for the first time at a particular location shall be an extra sign allowed for such entity and may be in place for up to 20 calendar days. Such sign shall be exempt from the application filing fee.**

~~In order to brand the grand opening events and to increase the recognizability of grand opening signs, all grand opening signs shall be town owned.~~

- ~~2. — Upon payment of a security/damage deposit, the Town of Farragut shall provide grand opening sign(s) to the applicant. The town's grand opening signs shall be dark blue with white letters, shall be 32 square feet, and shall be a minimum ten millimeter corrugated plastic. The corner of the sign will remain blank so that users can personalize the sign with additional information.~~
3. ~~There shall be a maximum of one grand opening sign per each street on which the lot, parcel, or tract fronts. When more than one grand opening sign is permitted, such signs shall be a minimum of 150 feet apart.~~

- ~~4. In addition to the grand opening sign, the commercial entity may also have a 20 square foot special event sign. Such special event sign shall comply with the sign requirements established in Chapter 4, Section XXIV, Special Events Permit, of this ordinance.~~
 - ~~5. For ground mounted signs, the maximum sign height shall be six feet.~~
 - ~~6. Signs shall be set back a minimum of 20 feet from the street edge of pavement as measured from the farthest most protrusion of the sign to the nearest point of the street edge of pavement. Signs shall be set back a minimum of ten feet from all entrance driveways.~~
 - ~~7. Ground mounted signs shall be affixed to studded T posts and affixed in such a manner that they do not move in the wind.~~
 2. Signs shall not be posted until the commercial, **office, or service entity** is open for business **has obtained a Farragut Business License and Certificate of Occupancy.**
 3. All signs and any associated support posts shall be removed at the end of the grand opening special event **and the return of the sign and support posts coordinated with the Town.** ~~If the permitted time frame is exceeded, the commercial entity shall lose their deposit and lose a special event permit for the calendar year.~~
 4. **An additional temporary parcel sign may also be permitted subject to compliance with the provisions for Special Events Permits, as provided for in the Farragut Zoning Ordinance, and the application submittal requirements for temporary parcel signs, as provided for in the Farragut Sign Ordinance.**
- C. *Permitting Process.* A grand opening special events permit application ~~and filing fee and security/damage deposit~~ shall be submitted **to and approved by the Town** ~~to the Town Hall~~ prior to the commencement of the event. The applicant must have an approved permit in hand prior to holding the event.

All grand opening special event permit applications shall include the following information:

1. Applicant's name, street address, telephone number, fax number, and e-mail address.
2. Name, street address, telephone number, fax number, e-mail address, and signature of **the** individual identified who assumes the responsibility of meeting the conditions of the permit.
3. **Copy of Farragut Business License and Certificate of Occupancy.**
4. **Location of event. If having a tent(s), food trucks, or any other outdoor activities, a site plan is required to show the locations for such activities. A separate tent permit may be needed per fire safety requirements.**
5. **If having a food truck(s), a list and full contact information is required for each of the vendors along with a filing fee for each non-Town based food truck vendor.**
6. Date range of event.

7. Whether a grand opening sign is desired and the proposed location for the sign with installation and removal dates.
8. A written acknowledgment that that applicant will return the grand opening sign and support posts to the Town in the same condition as issued or payment will be required to replace the sign and/or support posts. ~~If applicable, a drawing of the separate special event sign which includes dimensions that show the length and width of the sign, the height and width of all letters and figures, and the overall height of the sign.~~

RESOLUTION PC-20-16

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 4., SECTION XXIX. – GRAND OPENING SPECIAL EVENTS PERMIT, TO REPLACE IT IN ITS ENTIRETY

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

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

WHEREAS, a public hearing was held on this request on October 15, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 20-23.

ADOPTED this 15th day of October 2020.

Rita Holladay, Chairman

Scott Russ, Secretary

ORDINANCE:	20-23
PREPARED BY:	Shipley
REQUESTED BY:	Staff
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 4., SECTION XXIX. – GRAND OPENING SPECIAL EVENTS PERMIT, TO REPLACE IT IN ITS ENTIRETY

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 4., Section XXIX. – Grand Opening Special Events Permit, of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

Sec. XXIX. - Grand opening special events permit.

It is the intent of this section to establish the permitting process and the requirements for grand opening special events held by commercial, office, and service entities within the Town of Farragut. The purpose of this grand opening special events permit is to help give new businesses, offices, and service providers additional publicity as they initiate their activities within the Town.

A. General Requirements.

1. Commercial, office, and service entities are eligible for one grand opening special events permit when such entity is opening for the first time at a particular location.
2. The duration of each grand opening special event shall not exceed 20 calendar days.

B. Sign Requirements.

1. In order to brand the grand opening events and establish a consistent and identifiable sign for such events, grand opening special events signs shall be owned by and administered through the Town. Sign provisions shall be in accordance with the applicable sections of the Farragut Sign Ordinance. Grand opening special events permit signs shall be considered temporary parcel signs but shall not be counted toward the 40 calendar days per year within which a temporary parcel sign may be permitted. A temporary parcel sign where a commercial, office, or service entity is

opening for the first time at a particular location shall be an extra sign allowed for such entity and may be in place for up to 20 calendar days. Such sign shall be exempt from the application filing fee.

2. Signs shall not be posted until the commercial, office, or service entity has obtained a Farragut Business License and Certificate of Occupancy.
3. All signs and any associated support posts shall be removed at the end of the grand opening special event and the return of the sign and support posts coordinated with the Town.
4. An additional temporary parcel sign may also be permitted during the grand opening event subject to compliance with the provisions for Special Events Permits, as provided for in the Farragut Zoning Ordinance, and the application submittal requirements for temporary parcel signs, as provided for in the Farragut Sign Ordinance.

- C. *Permitting Process.* A grand opening special events permit application shall be submitted to and approved by the Town prior to the commencement of the event. The applicant must have an approved permit in hand prior to holding the event.

All grand opening special event permit applications shall include the following information:

1. Applicant's name, street address, telephone number, fax number, and e-mail address.
2. Name, street address, telephone number, fax number, e-mail address, and signature of the individual identified who assumes the responsibility of meeting the conditions of the permit.
3. Copy of Farragut Business License and Certificate of Occupancy.
4. Location of event. If having a tent(s), food trucks, or any other outdoor activities, a site plan is required to show the locations for such activities. A separate tent permit may be needed per fire safety requirements.
5. If having a food truck(s), a list and full contact information is required for each of the vendors along with a filing fee for each non-Town based food truck vendor.
6. Date range of event.
7. Whether a grand opening sign is desired and the proposed location for the sign with installation and removal dates.
8. A written acknowledgment that that applicant will return the grand opening sign and support posts to the Town in the same condition as issued or payment will be required to replace the sign and/or support posts.

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

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2020,
with approval recommended.

Rita Holladay, Chairman

Scott Russ, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs, Assistant to the Town Administrator

SUBJECT: Ordinance 20-24: An ordinance on second reading to amend Farragut Municipal Code Chapter 18, Parks and Recreation, to prohibit smoking on the grounds of the Town's playgrounds.

INTRODUCTION: The purpose of this ordinance is to define the terms "playground" and "smoking" and prohibit smoking on Town playgrounds.

BACKGROUND: On March 10, 2020, Governor Lee signed Public Chapter 529 into law, which amended Tennessee Code Annotated § 39-17-1551. Tennessee Code Annotated § 39-17-1551(e) authorizes local governments to prohibit smoking on the grounds of indoor and outdoor facilities intended for recreation by children and owned by the local government. It introduces very specific definitions for both playgrounds and smoking. It states:

(e)(1) Notwithstanding subsection (a) or any other provision of this title, a local government may prohibit smoking on the grounds of a playground by adopting a resolution or ordinance approved by a two-thirds (2/3) vote of the legislative body of the local government.

(2) As used in this subsection (e):

(A) "Playground" means an indoor or outdoor facility that is intended for recreation of children and owned by the local government; and

(B) "Smoking" means the burning of a tobacco product, hemp product, or any other drug or substance. "Smoking" does not include the use of a vapor product.

Given the specificity of the State's law, the Town can adopt but not alter the definitions and requirements given.

DISCUSSION:

The ordinance adopts the State-required definitions of playground and smoking, removes a requirement that Parks and Recreation regulations be amended only by resolution, and prohibits smoking on any Town playground.

I. Definitions

The proposed ordinance uses the following definitions for “playground” and “smoking,” per the requirements of Tennessee Code Annotated § 39-17-1551(e):

Playground means an indoor or outdoor facility that is intended for recreation of children and owned by the Town.

Smoking means the burning of a tobacco product, hemp product, or any other drug or substance. Smoking does not include the use of a vapor product.

II. Amendment Requirement

The ordinance proposes to remove language that requires any amendments to Parks and Recreation regulations to be made by resolution. This will allow the Town to make amendments through ordinances, as is standard.

III. Prohibition

It is also proposed that the following language be added to the regulations for use of the Town’s parks and recreation facilities:

Smoking is prohibited on the grounds of any playground.

RECOMMENDATION BY: Trevor Hobbs, Assistant to the Town Administrator

PROPOSED MOTION: To approve Ordinance 20-24 on second reading.

BOARD ACTION:

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

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

ORDINANCE:	20-24
PREPARED BY:	Hobbs
REQUESTED BY:	BOMA
1ST READING:	November 12, 2020
2ND READING:	
PUBLISHED IN:	
DATE:	

AN ORDINANCE TO AMEND FARRAGUT MUNICIPAL CODE CHAPTER 18, PARKS & RECREATION, TO PROHIBIT SMOKING ON THE GROUNDS OF PLAYGROUNDS.

WHEREAS, the Tennessee Code Annotated § 11-24-103 empowers a municipality to adopt ordinances to operate and maintain parks and recreation facilities; and

WHEREAS, Governor Lee signed into law Public Chapter 529 on March 10, 2020, amending Tennessee Code Annotated § 39-17-1551 and authorizing local governments to prohibit smoking on the grounds of indoor and outdoor facilities intended for recreation by children and owned by the local government by a two-thirds vote of their legislative bodies; and

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 18 of the Farragut Municipal Code to adopt the prohibition of smoking on the grounds of its playgrounds, as defined in the Tennessee Code Annotated § 39-17-1551.

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

SECTION 1.

The Farragut Municipal Code, Chapter 18, Section 18-2 is amended by designating the existing language as subsection (b) and adding the following language as a new subsection (a):

(a) Definitions:

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them:

Playground means an indoor or outdoor facility that is intended for recreation of children and owned by the Town.

Smoking means the burning of a tobacco product, hemp product, or any other drug or substance. Smoking does not include the use of a vapor product.

SECTION 2.

The Farragut Municipal Code, Chapter 18, Section 18-2, subsection (b), regulation (17) is amended by deleting the following:

Such policies shall be established by resolution.

SECTION 3.

The Farragut Municipal Code, Chapter 18, Section 18-2, subsection (b) is amended as follows:

After regulation (8) in the ordered list, the following language will be added and all subsequent regulations in the section renumbered:

(9) Smoking is prohibited on the grounds of any playground.

SECTION 4.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 20-25, an ordinance on first reading to amend Appendix A – Zoning, Chapter 3., Specific District Regulations, Section XII., General Commercial District (C-1), B., 3., as it relates to the outdoor display and or storage of general farm implements and lawn care equipment, riding lawn mowers, and related accessories (Farragut Lawn and Tractor, Applicant)

INTRODUCTION AND BACKGROUND: This item is related to provisions in the Farragut Zoning Ordinance that address outdoor display and storage of general farm implements and lawn care equipment, riding lawn mowers, and related accessories. Staff noted during reviews with the Planning Commission that the current provisions were specifically created for this type of use. Essentially, the current provisions limit display, in this case, to a permanent covered porch that extends from the front of the building toward Kingston Pike.

DISCUSSION: As staff noted in the review of this item, the issue has been that the property owner has not been adhering to the current provisions and has recently been cited to municipal court and found liable for violating these provisions. Consequently, the property owner petitioned for the existing language to be revisited. After reviewing this with the Planning Commission in October, staff was asked to meet with the property owner on site and look at where equipment could be displayed beyond the limits of the current provisions so that the setbacks could be established in the text amendment.

On November 5, staff visited Farragut Lawn and Tractor. After discussing different options, staff proposed in Ordinance 20-25 that the outdoor display of implements and/or lawn care equipment and related accessories shall be situated so that such display is at least 20 feet from the front property line. It will be the responsibility of the property owner to coordinate with Town staff on identifying and marking the 20-foot setback line for clarity and compliance purposes.

The rationale for the 20-foot setback is that this is the same minimum setback for parking lots. So, equipment being displayed would be in the same general location in relation to the abutting street as cars parked in a parking lot. This setback line will have to be identified and marked in consultation with the Town staff so that compliance with the amended provisions can be easily assessed.

As discussed with the Planning Commission, no equipment shall be permitted at any time on sidewalks or accessways and all signage shall comply with the Farragut Sign Ordinance.

RECOMMENDATION: When Ordinance 20-25 was presented to the Planning Commission on November 19 for a recommendation to the Board of Mayor and Aldermen, a clarification was requested that the display of farm implements and lawn care equipment and related accessories would only occur during business hours. This language has been incorporated into Ordinance 20-25 and was unanimously recommended for approval through Resolution PC-20-17. Community Development Director, Mark Shipley, also recommends approval of Ordinance 20-25 on first reading.

PROPOSED MOTION: To approve Ordinance 20-25 on first reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

RESOLUTION PC-20-17

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECTION XII., GENERAL COMMERCIAL DISTRICT (C-1), B., 3., AS IT RELATES TO THE OUTDOOR DISPLAY AND OR STORAGE OF GENERAL FARM IMPLEMENTS AND LAWN CARE EQUIPMENT, RIDING LAWN MOWERS, AND RELATED ACCESSORIES

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

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

WHEREAS, a public hearing was held on this request on November 19, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 20-25.

ADOPTED this 19th day of November 2020.

Rita Holladay, Chairman

Scott Russ, Secretary

ORDINANCE:	20-25
PREPARED BY:	Shipley
REQUESTED BY:	Farragut Lawn and Tractor
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SECTION XII. B., 3., RETAIL OUTLETS FOR THE SALE OF GENERAL FARM IMPLEMENTS AND LAWN CARE EQUIPMENT SUCH AS TRACTORS (LESS THAN 10,000 POUNDS), RIDING LAWN MOWERS, AND RELATED ACCESSORIES

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3., Section XII. B., 3., Retail outlets for the sale of general farm implements and lawn care equipment such as tractors (less than 10,000 pounds), riding lawn mowers, and related accessories, of the Farragut Zoning Ordinance, Ordinance 86-16,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance is hereby amended by replacing it in its entirety as follows:

SECTION 1.

Section XII. B., 3., Retail outlets for the sale of general farm implements and lawn care equipment such as tractors (less than 10,000 pounds), riding lawn mowers, and related accessories.

3. Retail outlets for the sale of general farm implements and lawn care equipment such as tractors (less than 10,000 pounds), riding lawn mowers, and related accessories.
 - a. The outdoor display and/or storage of such implements and/or lawn care equipment and related accessories shall be permitted provided the following development criteria are met:
 - (1) The outdoor display of implements and/or lawn care equipment and related accessories shall be situated so that it is at least 20 feet from the front property line and displayed during business hours only. It is the responsibility of the property owner to coordinate with Town staff on identifying and marking the 20-foot setback line for clarity and compliance purposes;
 - (2) The implements and/or lawn care equipment and related accessories to be displayed outdoors must be removed from the crate or cartons and displayed in such a way as to allow for viewing and inspection, but so as not to prevent passage on sidewalks, walkways, or other vehicle ways;

- (3) Such businesses necessarily involve the use of outdoor areas on the premises for the unloading, uncrating, positioning and repositioning of items that are often larger and more cumbersome than most retailers handle. The temporary use of outdoor areas of the premises for such purposes during hours of operation shall not be a violation of this ordinance; and
- (4) Such businesses necessarily utilize packaging that is to be destroyed or reused. Such packaging materials shall be stored in areas on the premises to which access shall be restricted by means of a physical barrier such as an opaque fence or similar to a dumpster enclosure and shall comply with Chapter 4, Section I.B. of this ordinance.

SECTION 2.

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

Ron Williams, Mayor

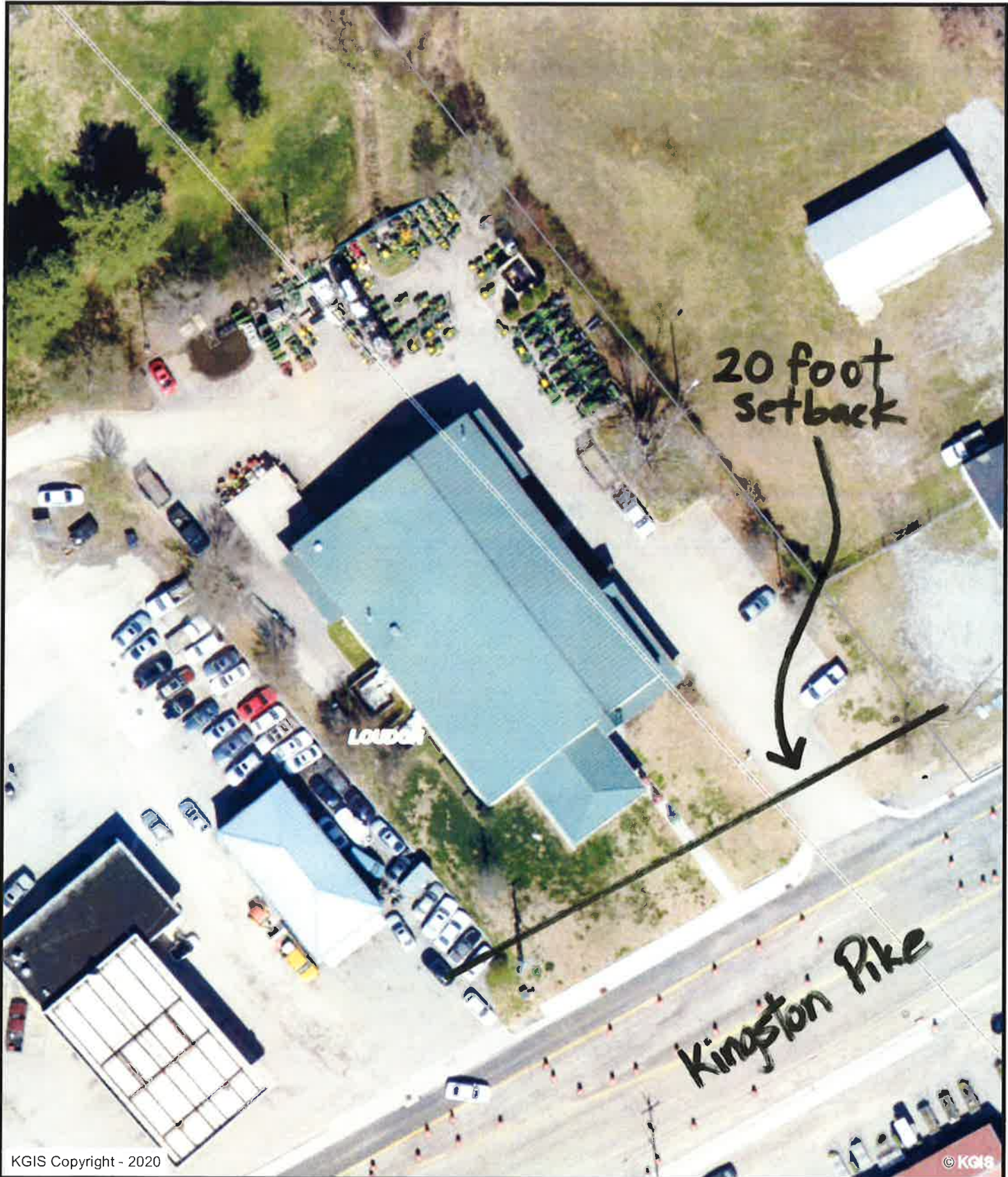
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2020, with approval recommended.

Rita Holladay, Chairman

Scott Russ, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



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Sec. XII. - General commercial district (C-1).

- A. *General description.* This district provides space for commercial uses which provide services primarily to community residents of the Town of Farragut. The intent is to permit lands adjacent to major arterial highways as designated by the Farragut Major Road Plan to be used for the provision of general commercial and business services to the community. These commercial uses are intended to be designed to minimize disruption of traffic flows and negative impacts on adjacent residential uses.
- B. *Permitted principal and accessory uses and structures (Non-Mixed Use Town Center as identified in the Comprehensive Land Use Plan).* Unless provided for elsewhere in this section, property and structures located in the General Commercial District (C-1) shall be used only for the following purposes:

1. Generally recognized retail sales. This excludes flea markets and the sale of automobiles and the sale and/or rental of boats, trucks, trailers, construction equipment, mobile homes, and other similar uses as determined by the Board of Zoning Appeals.

The outdoor sale and/or storage of merchandise and/or any other materials shall be permitted provided the following development criteria are met:

- a. Such merchandise and/or materials are displayed or stored in a permanent area designed for such use;
 - b. Such merchandise and/or materials are not displayed or stored on any sidewalks, walkways, parking spaces, or other vehicle ways;
 - c. Required yard setbacks for buildings are met for the storage/display area;
 - d. Access to the display/storage area shall be restricted by means of a physical barrier such as a fence, a berm, landscaping, or other similar means; and
 - e. The total area reserved for outdoor display/storage shall not exceed 2,000 square feet if the net indoor retail floor area is greater than 25,000 square feet, and it shall not exceed 1,000 square feet if the net indoor retail floor area is less than 25,000 square feet.
2. The retail sale of alcoholic beverages, as provided for in the Farragut Municipal Code.
 3. Retail outlets for the sale of general farm implements and lawn care equipment such as tractors (less than 10,000 pounds), riding lawn mowers, and related accessories.
 - a. The outdoor display and/or storage of such implements **and/or lawn care equipment and related accessories** and ~~equipment~~ shall be permitted provided the following development criteria are met:
 - (1) The outdoor ~~storage and/or display of the implements and/or~~ **lawn care equipment and related accessories** shall be situated so that it is at least 20 feet from the front property line and displayed during business hours only. It is the responsibility of the property owner to coordinate with Town staff on identifying and marking the 20-foot setback line for clarity and compliance purposes. ~~lie behind a straight line running from side lot line to side lot line that coincides with the rear wall of the principal building located on the property;~~
 - (2) The ~~equipment and/or implements to be stored and/or~~ **implements and/or lawn care equipment and related accessories to be** displayed outdoors must be removed from the crate or cartons and displayed and/or stored in such a way as to allow for viewing and inspection, but so as not to prevent passage on sidewalks, walkways, or other vehicle ways;
 - (3) Such businesses necessarily involve the use of outdoor areas on the premises for the unloading, uncrating, positioning and repositioning of items that are often larger and

more cumbersome than most retailers handle. The temporary use of outdoor areas of the premises for such purposes during hours of operation shall not be a violation of this ordinance; and

- (4) Such businesses necessarily utilize packaging that is to be destroyed or reused. Such packaging materials shall be stored in areas on the premises to which access shall be restricted by means of a physical barrier such as an opaque fence or similar to a dumpster enclosure and shall comply with Chapter 4, Section I.B. of this ordinance.

~~b. The outdoor display of merchandise, except as provided for above, is permitted provided such merchandise is displayed in a permanent, covered porch. Such covered porch shall be attached to the principal building and shall meet all setback requirements of the principal building.~~

4. Financial and real estate services.
5. Professional, personal, and business services.
6. Restaurants, tea rooms, cafes, coffee houses, or other similar establishments serving food or beverage that is primarily consumed within the principal building or in designated outdoor seating areas associated with the principal building.

Coffee houses with drive-through service lanes that serve as the principal means for service. The principal location for consumption is offsite.

7. Automotive services, provided such services are for automobiles and light trucks only. Such services may include fuel sales and repairs. Facilities designed to accommodate the refueling and/or servicing of trucks with more than three axles or more than ten wheels are prohibited.
8. Retail rental and leasing of automobiles provided the following development criteria are met:
 - a. Such business is located in a freestanding building; and
 - b. If the premises are fenced, such fencing shall be decorative, shall not exceed three feet in height, and shall be of such design so as not to prevent the ability to see through the fence.
9. Public, governmental, and general offices.
10. Medical, dental, and veterinary facilities.
11. Medical spas.
12. Commercial kennels, provided the following development criteria are met:
 - a. Any outdoor structures (e.g., fences) associated with the kennel shall not be visible from public streets;
 - b. Boarding of animals shall be confined to the interior of a structure designated for this purpose;
 - c. Outdoor fences are permitted solely to provide an area for exercise and waste elimination and shall be used only with on-site supervision. Outdoor fences shall adhere to the following specifications:
 1. Opaque with no openings as viewed from the outside of the fence and a minimum of six feet in height;
 2. Properly maintained and constructed of durable, low maintenance materials that are earth tone, black, or white in color and contain no signage. No chain link fencing shall be permitted;
 3. Set back at least 50 feet from an adjacent property that is not zoned residential or agriculture. Such measurement shall be a straight line distance from the nearest portion of the fence to the nearest portion of the property that is not zoned residential or agriculture;

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: First Reading of Ordinance 20-26, Ordinance to Amend the General Fund and the Capital Investment Program for the Fiscal Year 2020-2021 budget, passed by Ordinance 20-07

INTRODUCTION:

The purpose of this agenda item is to approve Ordinance 20-21 on first reading to amend the Fiscal Year 2021 General Fund and Capital Investment Program Budgets.

DISCUSSION:

The **General Fund** will be amended by increasing the appropriated expenditures from \$7,335,228 to \$7,410,059, an increase of \$74,831.

- **Personnel**

- **\$74,831**- Because of the uncertainty in sales tax revenues due to the COVID-19 pandemic, the FY2021 budget did not include any merit increases for town employees. Town sales tax revenues exceeded expectations by over \$700,000 in FY2020 and FY2021 sales tax revenues are currently up 3.6% over the same four month period from last year. This expenditure represents approximately a 2% one time payment for Town employees. This payment will not be an ongoing cost that could impact future budgets. All full-time employees received \$1,200 each and part-time employees received \$750 each. Park assistants and Community Center Attendants received gift cards.

FINANCIAL SECTION:

With the \$74,831 adjustment, the amended fund balance for the General Fund is \$19,617,372.

Account Number: General Fund Budget		
<u>Amended FY2021 Budget</u>	<u>Requested Amendment</u>	<u>FY2021 Amended Budget</u>
\$7,335,228	\$74,831	\$7,410,059
Approved By: Allison Myers		

The **Capital Investment Program** will be amended by increasing the appropriated expenditures from \$1,100,000 to \$1,277,000, an increase of \$177,000 & an increase in funding sources from \$1,100,000 to \$1,317,000, an increase of \$217,000. The Watt Rd and stormwater expenditure increases will be funded from the TDOT reimbursement for the Watt Road extension. The ATMS project increase is 100% funded through the CMAQ project.

- **Expenditures \$177,000**

- **\$27,000 Watt Road Sidewalk** –Additional monies needed to complete the project based on the project bids received.
- **\$100,000 Stormwater Project**- Increased for repairs to 14 of 17 stormwater infrastructure locations.

- **\$50,000 ATMS Phase I Project-** The increase is necessary for assignment of the appropriated expenditure of funds and is 100% funded through the CMAQ program. The increase will match the project and funding totals from the TPO.
- **Funding Sources**
 - **\$167,000 Watt Road Extension Project-**These funds were remaining from the Watt Road Extension Project. TDOT closed the project and this is the reimbursement of funds that were paid to TDOT for the extension of Watt Road to Old Stage Road.
 - **\$50,000 CMAQ Funding-**Increase of funding totals to match the TPO project information.

FINANCIAL SECTION:

Account Number: Capital Investment Program Expenditure		
<u>Original FY2021 Budget</u>	<u>Requested Amendment</u>	<u>FY2021 Amended Budget</u>
\$1,100,000	\$177,000	\$1,277,000
Approved By: <u> Allison Myers </u>		

Account Number: Capital Investment Program Revenues		
<u>Original FY2021 Budget</u>	<u>Requested Amendment</u>	<u>FY2021 Amended Budget</u>
\$1,100,000	\$217,000	\$1,317,000
Approved By: <u> Allison Myers </u>		

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

PROPOSED MOTION: Motion to approve Ordinance 20-26 on first reading.

BOARD ACTION:

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

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

ORDINANCE	20-26
PREPARED BY	Myers
1 ST READING	December 10, 2020
2 nd READING	January 14, 2021
PUBLISHED IN	Shopper News Farragut
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2020-2021 BUDGET, PASSED BY ORDINANCE 20-07**

WHEREAS, the Town of Farragut adopted the fiscal year 2020-21 budget by passage of Ordinance Number 20-07 on June 11, 2020; and

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

WHEREAS, expenses for the General Fund & Capital Investment Program will be greater than budgeted; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2020-2021 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 20-07 is hereby amended by:

- The **General Fund** will be amended by increasing the appropriated expenditures from \$7,335,228 to \$7,410,059, an increase of \$74,831.
- The **Capital Investment Program** will be amended by increasing the appropriated expenditures from \$1,100,000 to \$1,277,000 an increase of \$177,000 and an increase in funding sources from \$1,100,000 to \$1,317,000 and increase of \$217,000

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

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** William E. McKelvey, Public Works Director**SUBJECT:** 2020/21 Snow Removal Schedule and Road Additions

INTRODUCTION: Annually we evaluate our Snow Removal Schedule and map as new neighborhoods are developed, and roads are added. Many factors are taken into consideration during road evaluations; (i.e., elevation, number of houses, north facing slopes, the amount of shade and trouble areas reported by our citizens). Due to this we have updated our Snow Removal Schedule and Snow Removal Map to reflect the road(s) that have been added.

BACKGROUND: The updated Snow Removal Schedule and map are attached for your review. You will notice on the Snow Removal Schedule new roads have been added this year and are highlighted in yellow for easy detection. On the map, first stage roads are marked red and the secondary stage roads are in blue.

The following road(s) have been added:

First Stage Roads

No New Additions

Secondary Stage Roads

Brass Lantern Lane
Needlegrass Lane to Boyd Chase Boulevard
Boyd Chase Boulevard

DISCUSSION: For the Town of Farragut to continue maintaining the roads at a highly effective level during winter storms or icy conditions, it would be necessary to add the street(s) listed above.

RECOMMENDATION BY: Bud McKelvey, Public Works Director, for approval.

PROPOSED MOTION: Approval for the Public Works Department to add the new road(s) to the Snow Removal Schedule and map.

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	_____	_____	_____	_____	_____

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. Saint 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 Lane & 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 Road
- 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. Autumn Leaves Lane
- 17. Banbury Road
- 18. West Kingsgate Road
- 19. Battle Front Trail
- 20. Chaho Drive

C.

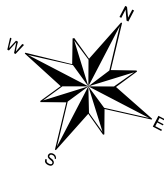
- 1. South Hobbs Road
- 2. Triple Crown Boulevard
- 3. Cashmere Lane
- 4. Johnsons Corner Road
- 5. Rockwell Farm Lane
- 6. Lawton Boulevard
- 7. Fort West Drive
- 8. Long Bow Road
- 9. Somersworth Drive
- 10. Windham Hill Road
- 11. Gwinhurst Road
- 12. Bridgemore Boulevard
- 13. Highwick Circle
- 14.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

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



Town of Farragut
SNOW REMOVAL EFFICIENCY SCHEDULE
Winter 2020-2021



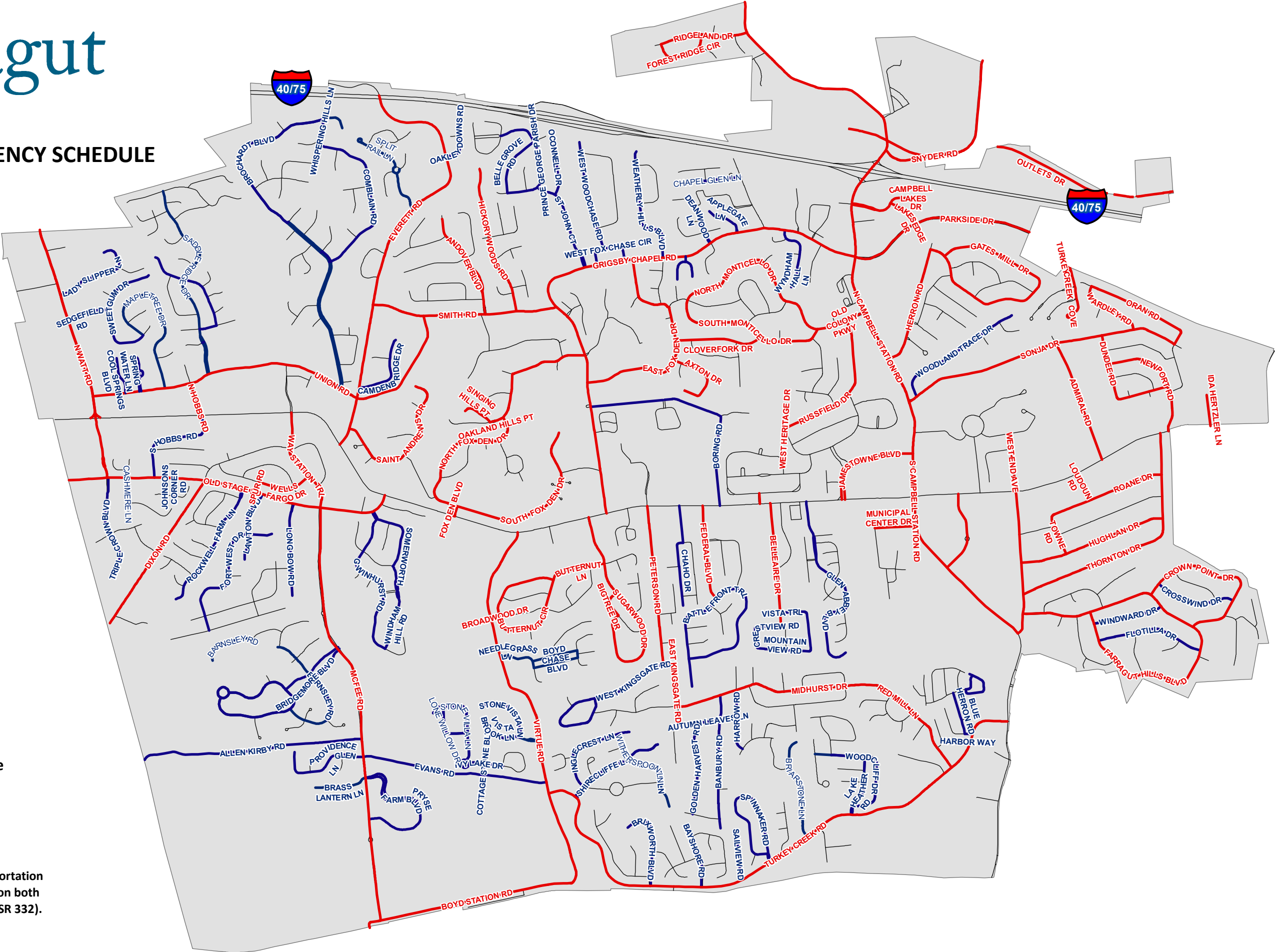
1 in = 2,250 ft

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 December 2, 2020



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Utility Make Ready Work Agreements for ATMS Phase 1 Project

INTRODUCTION: The purpose of this item is consideration of approval of the Utility Make Ready Work Agreements for the Advanced Traffic Management System (ATMS) Phase 1 Project.

BACKGROUND: Cannon & Cannon and Kimley Horn, Inc. (our design consultants) have continued development of plans and specifications for our ATMS project. The project will upgrade our current network of traffic signals to a Town-wide centrally controlled system with up to six cameras, including replacement of signal controllers, communication system and other hardware.

A considerable amount of work will be required of overhead utilities to move out of the way prior to mounting of the Town's fiber optic communication system ("making ready" for our work). Five utilities have been identified as needing to make adjustments:

<u>Utility</u>	<u>Scope</u>	<u>Estimated Cost</u>
AT&T	45 cable adjustments	\$24,377.32
Charter Comm.	64 cable adjustments	11,652.08
LCUB	20 pole replacements	59,000.00
TDS Telecom	128 cable adjustments	39,359.27
Windstream Comm.	36 cable adjustments	<u>4,817.14</u>
Total:		\$139,205.81

Staff and Cannon & Cannon have coordinated with the utilities to create the attached agreements. The five agreements are similar in nature and outline the work, estimated costs and schedule required. While the Town normally does not reimburse for utility relocations made within our Right of Way, Congestion Mitigation/Air Quality (CMAQ) funding requires reimbursement for this type of project. With approval of the attached agreements, utility make ready work will begin after TDOT issues Notice to Proceed with Construction. The Town will initially pay the utilities for these costs, but all are fully reimbursable from CMAQ funds.

FINANCIAL SECTION:

Project: ATMS Phase 1			
<u>Amended Project</u>		<u>Expenditures</u>	
<u>Budget</u>	<u>Requested Amount</u>	<u>to Date</u>	<u>Available Amount</u>
\$7,020,000	\$139,205.81	\$437,480	\$6,443,314.19
Approved By: <u>Allison Myers</u>			

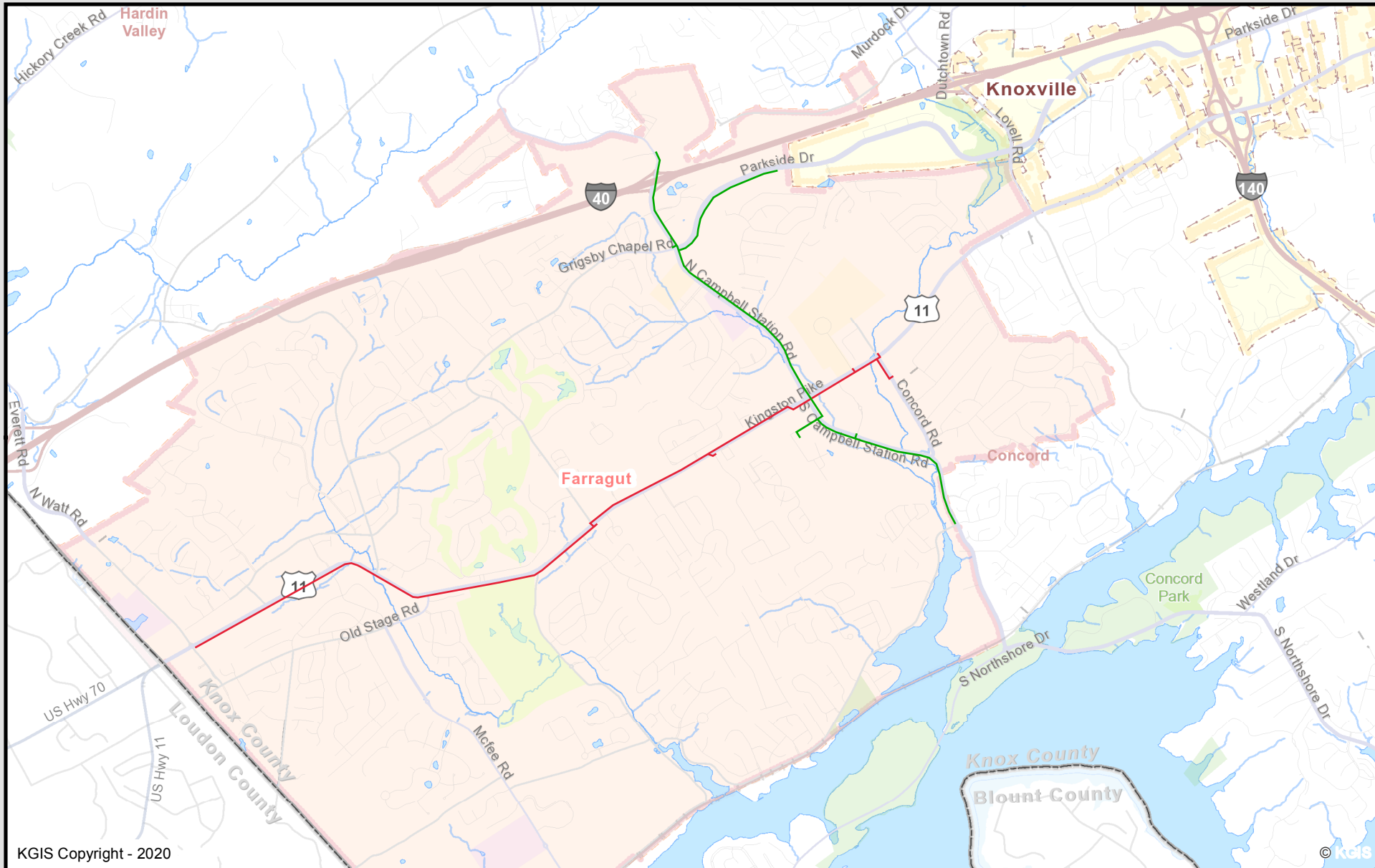
RECOMMENDATION BY: Darryl Smith, Town Engineer

PROPOSED MOTION: Approval of Utility Make Ready Work Agreements for the ATMS Phase 1 Project as presented, with costs totaling \$139,205.81.

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	_____	_____	_____	_____	_____



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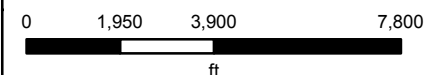
- OVERHEAD FIBER
- UNDERGROUND FIBER

ATMS Phase 1 Project Map

Knoxville - Knox County - KUB Geographic Information System



Printed: 12/1/2020 at 5:04:04 PM



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1876 Data Drive
5th Floor North
Hoover, Alabama 35244

O 205-517-4001
steve.trucks@att.com

November 9, 2020

David Smoak
Town Administrator
Town of Farragut
11408 Municipal Center Dr
Farragut TN 37934

RE: ATT Tracking Number 2020-SE-TN-004142 Town of Farragut Tracking Number 003940016

AT&T has received a request from the Town of Farragut submitted by Cannon & Cannon, INC. to perform the following work:

Perform Make Ready Work on 41 Lenoir City Utility Board owned poles for Town of Farragut to attach to said poles. Per submitted application, these poles are located on Kingston Pike and Concord Street in the Town of Farragut, Knox County in the State of Tennessee.

Engineering and construction will not begin until this letter is signed by you or your authorized agent and returned to AT&T with the advanced payment of **\$24,377.32** to the Manager Bill Center at the address shown below. **This quote is only valid for 60 days from the date of this letter.**

PAYMENT BALANCE AND SIGNED INVOICE / CONCURRENCE LETTER ARE DUE IMMEDIATELY UPON RECEIPT OF THIS DOCUMENT. THE SIGNING AND RETURNING OF THIS DOCUMENT IS CONSIDERED A BINDING AGREEMENT BETWEEN THE TOWN OF FARRAGUT IN KNOX COUNTY TENNESSEE AND AT&T CORPORATION OF TENNESSEE.

Steve Trucks

Steve Trucks
SR Sourcing Manager
AT&T Structure Access Center - Southeast

Note: Please write the project # on the check for job identification. **Project # A01TD0Z**

AT&T CWO Coordinator
1876 Data Drive
5th Floor North
Hoover, Alabama 35244

Concurrence: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____



October 26, 2020

Mr. Barry Sipe
Charter Communications
11517 Kingston Pike
Knoxville, TN 37934
Via email at: barry.sipe@charter.com

Re: Utility Make Ready Work Agreement

PIN 125462.00, Federal Project No.: CM-9109(178), State Project No.: 47LPLM-F3-143

Farragut Advanced Traffic Management System (ATMS) Phase 1; Farragut, TN; Knox County

Dear Mr. Sipe,

The Town of Farragut plans to construct PIN 125462.00, Farragut Advanced Traffic Management System (ATMS) Phase 1. The project scope is as follows:

Ethernet-based fiber optic communications system at twenty-six (26) traffic signals along Kingston Pike, Concord Road, Campbell Station Road, and Parkside Drive. The project also consists of improvements to the traffic signals including, but not limited to, cabinet, ATC controllers, non-intrusive vehicle detection, pedestrian signal upgrades, mast arm signal pole upgrades, curb ramps and sidewalk enhancements, CCTV cameras, and DSRC equipment.

For said project to be constructed it will be necessary for Charter Communications (herein "Utility") to relocate certain of its facilities in order to make ready poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Kingston Pike from Watt Road to Concord Road / West End Avenue, and Concord Road from Kingston Pike to the traffic signal at the Old Kroger Shopping Center.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility. Utility has reviewed the design and provided any comments, and CCI has revised the design, as needed, to the satisfaction of Utility. Per this make ready design, Utility shall relocate to new poles or adjust the attachment height on existing poles of 68 cables on 64 poles.

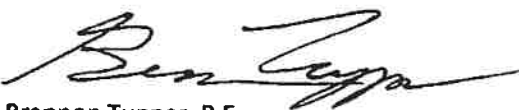
Of this work, the relocation or adjustment of 64 cables on 60 poles is reimbursable by the Town of Farragut.

The relocation or adjustment of 4 cables on 4 poles is considered betterment by LCUB requesting a new pole due to poor condition of the existing pole and is not reimbursable.

Utility has provided the Town of Farragut with an estimated cost of **\$14,204.99** to perform the relocation of its facilities, inclusive of engineering and inspection, and exclusive of betterment costs. The estimated cost of **\$14,204.99** shall be reimbursed to Utility by the Town of Farragut. Utility shall relocate its facilities within the approved schedule of **60 calendar days** from Notice to Proceed by the Town of Farragut to Utility. The Notice to Proceed will be submitted at a later date once the project has moved into Construction Phase.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.

Sincerely,



Brannon Tupper, P.E.
Assistant Town Engineer
Town of Farragut

Attachments: N/A

TOWN OF FARRAGUT:

By: _____

Printed
Name: _____

Title: _____

Date: _____

UTILITY:

Charter Communications

By: B. L. Sipe

Printed
Name: Barry L. Sipe

Title: Construction Coordinator

Date: 11-5-20



September 11, 2020

Mr. Jeremy Walden, P.E.
Lenoir City Utilities Board
7698 Creekwood Park Boulevard
Lenoir City, TN 37772
Via email at: jwalden@lcub.com

Re: Utility Make Ready Work Agreement

PIN 125462.00, Federal Project No.: CM-9109(178), State Project No.: 47LPLM-F3-143

Farragut Advanced Traffic Management System (ATMS) Phase 1; Farragut, TN; Knox County

Dear Mr. Walden,

The Town of Farragut plans to construct PIN 125462.00, Farragut Advanced Traffic Management System (ATMS) Phase 1. The project scope is as follows:

Ethernet-based fiber optic communications system at twenty-six (26) traffic signals along Kingston Pike, Concord Road, Campbell Station Road, and Parkside Drive. The project also consists of improvements to the traffic signals including, but not limited to, cabinet, ATC controllers, non-intrusive vehicle detection, pedestrian signal upgrades, mast arm signal pole upgrades, curb ramps and sidewalk enhancements, CCTV cameras, and DSRC equipment.

For said project to be constructed it will be necessary for Lenoir City Utilities Board (herein "Utility") to relocate certain of its facilities in order to make ready poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Kingston Pike from Watt Road to Concord Road / West End Avenue, and Concord Road from Kingston Pike to the traffic signal at the Old Kroger Shopping Center.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility. Utility has reviewed the design and provided any comments, and CCI has revised the design, as needed, to the satisfaction of Utility. Per this make ready design, Utility shall replace 20 poles and relocate to new poles or adjust the attachment height on existing poles the following:

- 18 primaries
- 1 primary tap
- 4 primary cross arms
- 2 capacitor banks
- 19 neutrals
- 2 riser brackets
- 4 risers

- 22 street lights
- 32 secondaries
- 4 transformers
- 31 drip loops
- 3 weather heads

Of this work, the following are related to making pole space available for the Town's fiber attachment and are reimbursable by the Town of Farragut:

- Replacement of 11 poles and the relocation or adjustment of the following:
 - o 14 primaries
 - o 1 primary tap
 - o 4 primary cross arms
 - o 2 capacitor banks
 - o 15 neutrals
 - o 3 risers
 - o 19 street lights
 - o 28 secondaries
 - o 4 transformers
 - o 27 drop loops
 - o 3 weather heads

The following work is considered betterment and is not reimbursable:

- Replacement of 9 poles and the relocation of the following to some of these new poles which didn't already require make ready work:
 - o 4 primaries
 - o 4 neutrals
 - o 1 riser
 - o 3 street lights
 - o 4 secondaries
 - o 4 drip loops

Utility has provided the Town of Farragut with an estimated cost of **\$59,000** to perform the relocation of its facilities, inclusive of engineering and inspection, and exclusive of betterment costs. The estimated cost of **\$59,000** shall be reimbursed to Utility by the Town of Farragut. Utility shall relocate its facilities within the approved schedule of **52 calendar days** from Notice to Proceed by the Town of Farragut to Utility. The Notice to Proceed will be submitted at a later date once the project has moved into Construction Phase.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.

Sincerely,



Brannon Tupper, P.E.
Assistant Town Engineer
Town of Farragut

Attachments: N/A

TOWN OF FARRAGUT:

By: _____
Printed
Name: _____
Title: _____
Date: _____

UTILITY:

Lenoir City Utilities Board

By:  _____
Printed
Name: M. SHANNON LITTLETON
Title: GENERAL MANAGER
Date: 11-18-20



October 22, 2020

TDS Telecommunications LLC
C/O Pole Compliance
525 Junction Rd.
Madison, WI 53717

Re: Town of Farragut – TDS Make Ready Letter of Agreement

PIN 125462.00, Federal Project No.: CM-9109(178), State Project No.: 47LPLM-F3-143

Farragut Advanced Traffic Management System (ATMS) Phase 1; Farragut, TN; Knox County

Dear Mr. Germanson,

The Town of Farragut plans to construct PIN 125462.00, Farragut Advanced Traffic Management System (ATMS) Phase 1. The project scope is as follows:

Ethernet-based fiber optic communications system at twenty-six (26) traffic signals along Kingston Pike, Concord Road, Campbell Station Road, and Parkside Drive. The project also consists of improvements to the traffic signals including, but not limited to, cabinet, ATC controllers, non-intrusive vehicle detection, pedestrian signal upgrades, mast arm signal pole upgrades, curb ramps and sidewalk enhancements, CCTV cameras, and DSRC equipment.

For said project to be constructed it will be necessary for TDS Telecom (herein "Utility") to relocate certain of its facilities in order to 'make ready' poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Kingston Pike from Watt Road to Concord Road / West End Avenue, and Concord Road from Kingston Pike to the traffic signal at the Old Kroger Shopping Center.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of LCUB poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility, Utility has reviewed the design and provided any comments, and CCI has revised the design, as needed, to the satisfaction of Utility. Per this make ready design, Utility shall relocate to new poles or adjust the attachment height of 128 cables on 44 existing LCUB owned poles.

Of this work, the relocation or adjustment of 118 cables on 40 poles is reimbursable by the Town of Farragut.

The relocation or adjustment of 10 cables on 4 poles is considered betterment by LCUB requesting a new pole due to poor condition of the existing pole and is not reimbursable.

Utility has provided the Town of Farragut with an estimated Make Ready cost of **\$39,359.27** to perform the relocation of its facilities, inclusive of engineering and inspection, and exclusive of identified betterment costs. An advance payment for estimated Make-Ready Work of **\$39,359.27** is payable to Utility by the Town of Farragut prior to the commencement of any actual Make-Ready Work. Utility shall relocate its facilities within the approved schedule of **90 calendar days** from Notice to Proceed by the Town of Farragut to Utility. The Notice to Proceed will be submitted at a later date, after Utility receives payment and once the project has moved into Construction Phase. Upon completion of Make-Ready Work, The Town of Farragut will be billed for the difference between the actual Make-Ready Work less the advance estimated payment. The difference must be paid within 30 days after the bill date.

Neither Party shall be liable for any delay or failure in performance of any part of this Letter of Agreement from any cause beyond its control and without its fault or negligence, making it inadvisable, illegal or impossible to perform its obligations hereunder, such as acts of God, pandemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather ("Force Majeure Event"). In the event of a Force Majeure Event, upon giving prompt notice to the other party, the due date for performance by the affected party of its original obligation(s) shall be extended by a term equal to the time lost by reason of the Force Majeure Event. In the event that the affected party is able to partially perform its obligations, it shall perform its obligations at a performance level no less than that which it uses for its own operations.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.

Sincerely,



Brannon Tupper, P.E.
Assistant Town Engineer
Town of Farragut

Attachments: TDS Telecom Form 800P, Authorization for Pole Attachment Make Ready Work

TOWN OF FARRAGUT:

By: _____

Printed
Name: _____

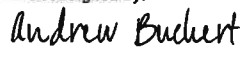
Title: _____

Date: _____

UTILITY:

TDS Telecom

DocuSigned by:

By:  _____
B04569100871470...

Printed
Name: Andrew Buchert _____

Title: VP - Field Services _____

Date: 10/23/2020 | 12:46 PM CDT _____



September 11, 2020

Mr. Ralph Turner
Windstream Communications
102 Hillview Drive
Linden, TN 37096
Via email at: ralph.turner@windstream.com

Re: Utility Make Ready Work Agreement

PIN 125462.00, Federal Project No.: CM-9109(178), State Project No.: 47LPLM-F3-143

Farragut Advanced Traffic Management System (ATMS) Phase 1; Farragut, TN; Knox County

Dear Mr. Turner,

The Town of Farragut plans to construct PIN 125462.00, Farragut Advanced Traffic Management System (ATMS) Phase 1. The project scope is as follows:

Ethernet-based fiber optic communications system at twenty-six (26) traffic signals along Kingston Pike, Concord Road, Campbell Station Road, and Parkside Drive. The project also consists of improvements to the traffic signals including, but not limited to, cabinet, ATC controllers, non-intrusive vehicle detection, pedestrian signal upgrades, mast arm signal pole upgrades, curb ramps and sidewalk enhancements, CCTV cameras, and DSRC equipment.

For said project to be constructed it will be necessary for Windstream Communications (herein "Utility") to relocate certain of its facilities in order to make ready poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Kingston Pike from Watt Road to Concord Road / West End Avenue, and Concord Road from Kingston Pike to the traffic signal at the Old Kroger Shopping Center.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility. Utility has reviewed the design and provided any comments, and CCI has revised the design, as needed, to the satisfaction of Utility. Per this make ready design, Utility shall relocate to new poles or adjust the attachment height on existing poles of 36 cables on 35 poles.

Of this work, the relocation or adjustment of 33 cables on 32 poles is reimbursable by the Town of Farragut.

The relocation or adjustment of 3 cables on 3 poles is considered betterment by LCUB requesting a new pole due to poor condition of the existing pole and is not reimbursable.

Utility has provided the Town of Farragut with an estimated cost of **\$4,817.14** to perform the relocation of its facilities, inclusive of engineering and inspection, and exclusive of betterment costs. The estimated cost of **\$4,817.14** shall be reimbursed to Utility by the Town of Farragut. Utility shall relocate its facilities within the approved schedule of **10 calendar days** from Notice to Proceed by the Town of Farragut to Utility. The Notice to Proceed will be submitted at a later date once the project has moved into Construction Phase.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.

Sincerely,



Brannon Tupper, P.E.
Assistant Town Engineer
Town of Farragut

Attachments: N/A

TOWN OF FARRAGUT:

UTILITY:

Windstream Communications

By: _____

By: Ralph Turner

Printed
Name: _____

Printed
Name: Ralph Turner

Title: _____

Title: Construction Manager

Date: _____

Date: 10-5-20

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of LCUB Pole Attachment Agreement for ATMS Phase 1 Project

INTRODUCTION: The purpose of this item is consideration of approval of the LCUB Pole Attachment Agreement for the Advanced Traffic Management System (ATMS) Phase 1 Project.

BACKGROUND: The ATMS Phase 1 Project includes connecting the Town's 26 traffic signals with an ethernet based fiber optic cable communication system. Some portions of the cable will be required to attach to existing LCUB poles within the right-of-way. For attachment to their poles, LCUB requires a Facilities Use License Agreement for Pole and Tower Attachments be executed which includes a TVA-governed pole attachment rate.

This Agreement provides for the Town to attach to LCUB poles and for LCUB to assess the Town an annual fee for said attachments. The total planned pole attachments for this project is 136 at a current rate of \$31.93 per attachment for an annual fee of \$4,342.48.

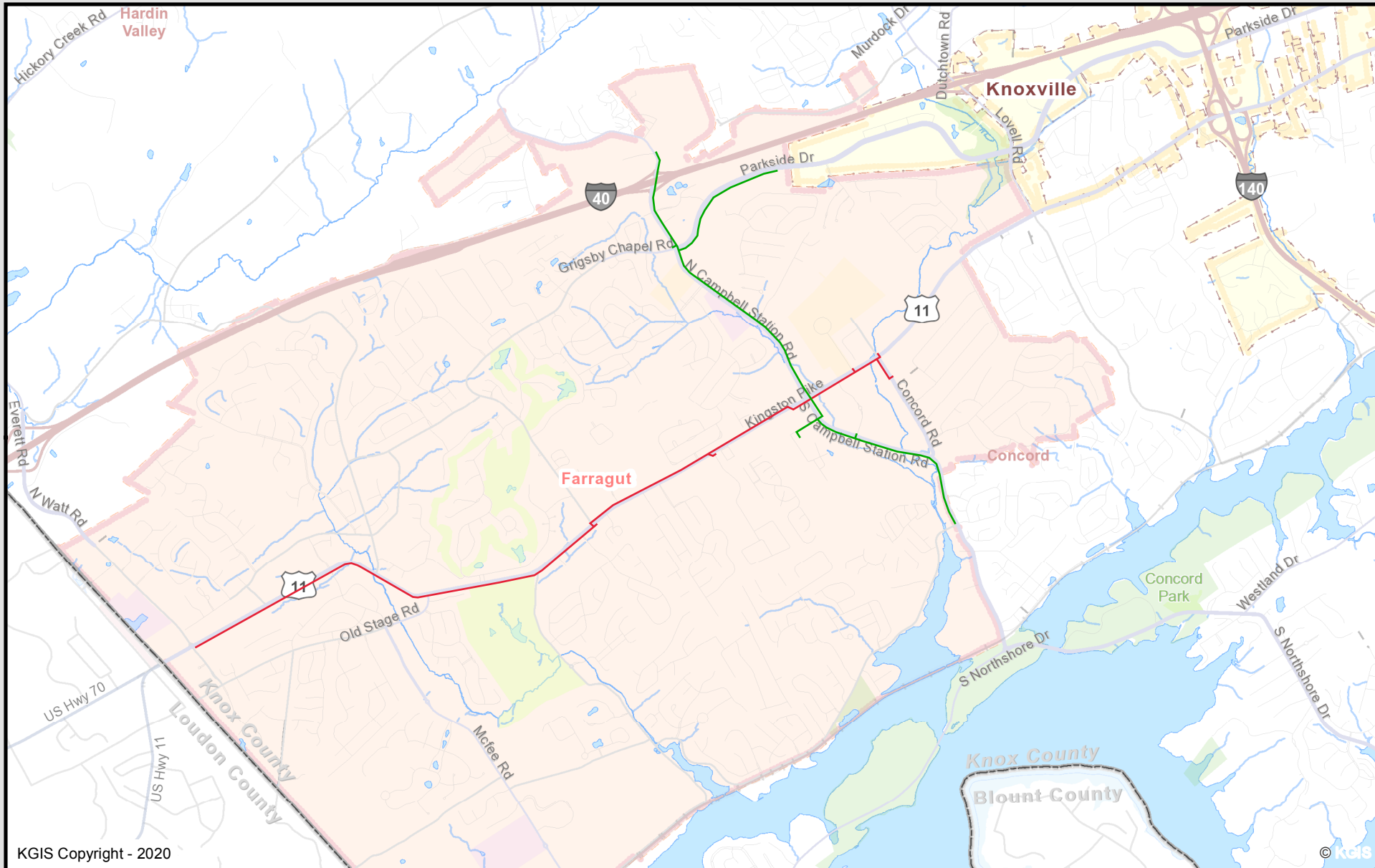
RECOMMENDATION BY: Darryl Smith, Town Engineer

PROPOSED MOTION: Approval of LCUB Pole Attachment Agreement for the ATMS Phase 1 Project.

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	_____	_____	_____	_____	_____



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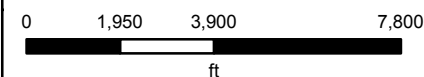
- OVERHEAD FIBER
- UNDERGROUND FIBER

ATMS Phase 1 Project Map

Knoxville - Knox County - KUB Geographic Information System



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**FACILITIES USE LICENSE AGREEMENT FOR
POLE AND TOWER ATTACHMENTS**

THIS LICENSE AGREEMENT (the "Agreement") made and entered into as of the ____ day of ____, by and between the **LENOIR CITY UTILITIES BOARD**, a municipal utility agency of the City of Lenoir City, Tennessee, with an address of Post Office Box 449, 7698 Creekwood Park Boulevard, Lenoir City, Tennessee 37772 ("LCUB"), and Licensee: **TOWN OF FARRAGUT**, with a principal office address of 11408 Municipal Center Drive, Farragut, TN 37934.

WITNESSETH:

WHEREAS, Licensee is desirous of locating certain facilities, consisting of Licensee provided aerial and underground cables, wires, splice enclosures, pull boxes, handholes and manholes, and all associated and necessary appurtenances thereto, hereinafter collectively known as "Fixtures," on and in certain utility distributions poles, transmission towers, conduits, innerducts, building entrance facilities, building riser conduits or closets of both handholes, manholes and trenches owned or controlled by LCUB, situated in Knox, Loudon, Anderson and Roane Counties, Tennessee, hereinafter collectively known as "Facilities;" and

WHEREAS, LCUB, for the term and subject to the terms and conditions hereinafter set forth, is willing to permit, the attachment and locating of Licensee's Fixtures to and in LCUB's Facilities.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. LCUB, for the term and subject to the terms and conditions hereinafter set forth, grants to Licensee subject to the availability of space or within its Facilities, permission and a non-exclusive right to locate in or on and attach Licensee's Fixtures to Facilities owned or controlled by LCUB in Knox, Loudon, Anderson and Roane Counties, Tennessee, for the purpose of attaching thereto and locating therein aerial and underground Fixtures for use in the transmission of voice, data and video communications (Licensee's "System").
2. The rights granted hereunder are nonexclusive, and LCUB may grant, license or otherwise authorize the use of its Facilities as LCUB determines in its sole discretion.
3. Unless this Agreement is otherwise terminated as provided herein, the term of this Agreement shall be for one year and begin on January 1, 2021, and the term shall be automatically extended for a period of one year from each expiration date unless and until either party shall notify the other in writing at least ninety (90) days prior to any expiration date of its desire to terminate this Agreement on such expiration date.

4. If LCUB shall fail to comply with any of the terms or provisions of this Agreement, or default in any of its obligations under this Agreement and shall fail within sixty (60) days after written notice from Licensee to correct such default or non-compliance, Licensee may at its option terminate this Agreement. Upon any such termination of this Agreement, Licensee shall within four (4) months following such sixty (60) days, remove its Fixtures from LCUB Facilities. If not so removed, LCUB shall have the right to remove the Fixtures at the cost and expense of Licensee and without any liability therefore, and Licensee agrees to pay the reasonable cost thereof within thirty (30) days after it has received an invoice from LCUB.
5. Licensee shall pay LCUB an annual license fee (the "Attachment Fee") for all LCUB poles utilized by Licensee under this Agreement at the following rates effective as of the dates indicated:
 - (a) As of January 1, 2020: The TVA Pole Attachment Rate applicable to LCUB as determined under TVA's rate regulations (the "Rate Regulations"), which is:
 - (i) \$31.93 for a "One-Foot Attaching Party (an Attaching Party occupying up to one-foot of usable space on LCUB's poles), where "Space Occupied by a Cable or Telecommunications Attaching Party" is assumed to be 1 foot under the Rate Regulations; and
 - (ii) \$34.93 for a "Two-Foot Attaching Party (an Attaching Party occupying greater than one foot and up to two feet of usable space on LCUB's poles), where "Space Occupied by a Telephone Attaching Party" is assumed to be 2 feet under TVA's Rate Regulations.

Said rate shall remain in effect until the earlier of December 31, 2021 or the date a new pole attachment rate has been approved by TVA. The annual Attachment Fee shall be due and payable in advance on January 1 of each year this Agreement is in effect and such payments shall be increased or decreased to reflect the rates that are payable under the Rate Regulations applicable to LCUB for this Agreement. The total annual Attachment Fee shall be based upon the number of poles on which attachments are being maintained on January 1st of the annual billing period for which it is being paid.

LCUB and Licensee agree that as of January 1, 2021, Licensee was utilizing _____ poles of LCUB for which the annual Attachment Fee is due.

Payments shall be made within thirty (30) days of Licensee's receipt of LCUB's invoice for such Attachment Fee, as set forth in herein. The Parties understand and agree that the TVA is LCUB's regulator and may determine a different rate is appropriate. In the event that TVA requires a different rate (the "TVA rate"), the annual Attachment Fee shall be so adjusted and applied from and after the effective date of the TVA rate.

6. Upon execution of this Agreement, and throughout the term of this Agreement and upon proper notice to LCUB, LCUB shall provide Licensee with access to LCUB's Facilities for the purpose of designing, engineering, constructing, installing, operating, maintaining, repairing, relocating and restoring Licensee's Fixtures, subject to LCUB's reasonable supervision, rules and regulations.
7. Licensee's Fixtures, attached to LCUB poles or located in LCUB Facilities at each and every location, shall be placed and maintained in accordance with the requirements and specifications of the latest edition of the National Electric Safety Code, and any applicable laws of the State of Tennessee and local municipal ordinances and regulations, the Occupational Safety and Health Act, and LCUB's Standards for Pole Attachments and Conduit Installations now in effect or which may be hereinafter made effective. LCUB shall provide, in writing to Licensee, all required changes and updates to LCUB's Standards for Pole Attachments and Conduit Installations in order for Licensee to be in conformance with this provision.
8. The parties agree to follow the TVPPA/AT&T Joint Use Agreement (which LCUB entered into with AT&T on May 17, 2010 (hereinafter the "TVPPA Agreement")) to facilitate administration of the terms of this Agreement to the extent that the TVPPA Agreement contains provisions that provide for the installation or removal, or both, of the Fixtures. If the TVPPA Agreement does not contain provisions applicable to a particular installation of fixtures, the parties shall develop and agree upon provisions for such particular installation, hereinafter called a Practice, which shall then be applicable to such particular installation, and once such a Practice is agreed upon the Practice shall become a part of this Agreement.

Such Practice shall be agreed to by both parties prior to any installation of Fixtures by Licensee in any instance in which the TVPPA Agreement does not contain a provision applicable to a particular installation of fixtures, which agreement shall not be unreasonably withheld. Any proposed Practice is to be made in writing and agreed to by the authorized representative of each party. Each Practice, amendment and change thereto is by reference incorporated in and is deemed to be an integral part of this Agreement to the same extent as though herein written.

9. Licensee shall, at its sole cost and expense, procure, design, engineer, construct, install and maintain its Fixtures. The amount of total strand count located within fiber optic cable(s) shall be at Licensee's sole discretion.

Licensee, or its permitted assignees, shall at all times and throughout the terms of this Agreement, retain and maintain ownership and operating control of its Fixtures located on or in LCUB Facilities. In the event of a mechanics lien or materialman's lien being filed against all or part of LCUB's Facilities or Licensee's Fixtures due to any act or omission of Licensee, its agents or contractors, Licensee shall, with due diligence release said lien or, by appropriate legal proceedings, defend itself and LCUB, at Licensee's sole cost and expense, against such lien until such time any such lien is completely adjudicated to the

satisfaction of LCUB or released. Licensee's failure to release or bond over any such lien filed or failure to commence the defense of any such lien within thirty (30) days of notice, or sooner if required by law, shall be considered a default by Licensee under this Agreement.

10. Prior to installation of any Fixtures, Licensee shall submit to LCUB a detailed plan for such installation, and such plan shall be subject to the approval of LCUB, which approval shall not be unreasonably withheld. Licensee shall reimburse LCUB's reasonable costs associated with such approval process and as promptly as practicable the parties shall negotiate and agree upon a Practice which shall specify such cost. No Fixtures shall be placed by Licensee on or in LCUB's Facilities before written approval is received from LCUB, except for Overlashings and Service Drops, which shall be handled as provided in the next paragraph. The method and location of installation on poles, towers or in conduits, innerducts and trenches must first be approved by LCUB prior to the installation of Fixtures by Licensee.

If (i) Licensee is the sole owner of the overlashed facilities; (ii) the overlashed facilities do not exceed the design capacity of the strand; (iii) the final diameter of the bundle of overlashed facilities does not exceed two and one quarter inches (2.25") in diameter; and (iv) all applicable engineering, safety and other requirements of LCUB under this Agreement are met, overlashing of existing Attachments shall be allowed without a separate application. However, Licensee shall take all reasonable steps to provide LCUB advance notice of its overlashing activity on LCUB Facilities, and in no event shall such notice be given later than the day such overlashing activity begins. Licensee shall not undertake any other overlashing without LCUB's prior approval, and Licensee shall not allow any third party overlashing rights or approval on LCUB Facilities without LCUB's prior approval. Notwithstanding the proceeding requirements of this paragraph, for all Service Drops, Licensee shall notify LCUB of such activities no later than 10 days after completion. There will be no additional charges for Service Drops or Overlashings.

11. The procedure and forms to be used in making application and receiving approval for attachment, placements or installations shall be as provided for in the TVPPA Agreement or in a Practice. Licensee may at any time remove its Fixtures from LCUB Facilities, but shall immediately give LCUB written notice of such removal. The procedure for such notification shall also be as provided in the TVPPA Agreement or a Practice.
12. All installations and removals on or in LCUB Facilities, performed by Licensee, its agents or contractors, may be supervised and inspected by LCUB. Licensee shall reimburse LCUB's costs for such supervision and inspection, including fifteen percent (15%) overhead. These costs and all other costs under this Agreement to be reimbursed by Licensee shall be determined as specified in the TVPPA Agreement or a Practice.
13. Licensee shall reimburse LCUB for its costs for all work required to make LCUB's Facilities ready for the attachment or locating of Licensee's Fixtures on or in LCUB Facilities. The extent of such work (hereinafter "Make-Ready") shall be as directed by LCUB using LCUB's Standards for Pole Attachments and Conduit Installations and any

applicable Practice. All costs for pole and conduit reconstruction, alterations, and other charges associated with Licensee's required Make Ready shall be paid by Licensee within thirty (30) days after Licensee's receipt of an itemized billing from LCUB. Nonpayment of such billing shall constitute a default of this Agreement by Licensee.

14. If required by LCUB, Licensee shall furnish a surety bond in the amount of not more than the annual fee payments for three (3) years to guarantee the payment of all sums which may at any time become due from Licensee to LCUB, except such as are covered by the insurance provided herein. The surety and terms of any surety bond are subject to the prior approval of LCUB. The company that provides the surety bond shall be licensed to do business within the State of Tennessee.
15. Where Licensee is permitted to utilize LCUB trenches in which energized electrical facilities exist, Licensee shall hand expose (no power tools) such Facilities to either work or repair performed by Licensee on Licensee's Fixtures. All personnel involved in a hand exposing Facilities shall be trained in possible dangers and have knowledge of LCUB's approved methods and safety precautions. Normally LCUB will not de-energize its Facilities during Licensee's hand exposing work. However, digging in any manner shall not be performed around faulted electric power cables until it has been verified by LCUB that such cables are de-energized and tested. It is the Licensee's responsibility to determine through inquiry and field observation any potential for damage to Facilities before digging and to avoid such damage.
16. Licensee's Fixtures shall be used and attachment and locating thereof to and in LCUB's Facilities shall be made, maintained and operated at Licensee's sole risk and expense and in such a manner as will not conflict with LCUB's own use of its Facilities hereby affected, including considerations of LCUB service requirements and safety.
17. LCUB reserves to itself, its successor and assigns, the right to maintain its Facilities and to operate its Facilities in such manner as will best enable it to fulfill its own service requirements. LCUB shall exercise reasonable precaution to prevent damage to, or interference with the operation of the Fixtures of Licensee, but LCUB shall not be liable for any such damage or interference which may arise out of Licensee's use of LCUB's Facilities hereunder, except to the extent caused by the negligence or willful misconduct of LCUB or its agents.
18. Nothing herein contained in this Agreement shall be construed to require LCUB to maintain its Facilities any longer than, in LCUB's sole judgement, its own business purposes require. LCUB shall, at any time, with written notice to Licensee, have the right to require that Licensee change, alter, remove or relocate its Fixtures hereby covered in such a manner as LCUB may reasonably direct.

If, at any time during the term of this Agreement or any renewal thereof, it becomes necessary for LCUB to change, alter, remove, improve, relocate or renew or to change the location of any of Licensee's Fixtures from one position to another on or in LCUB's Facilities, Licensee shall, at its own risk, upon written notice from LCUB and as directed

by LCUB, remove or rearrange its Fixtures on LCUB's Facilities within sixty (60) days after receipt of such notice. Notwithstanding the above, LCUB agrees to provide Licensee with as much advance written notice as possible.

In the event Licensee must remove and relocate its Fixtures, LCUB shall exercise its best efforts to locate and provide replacement Facilities suitable for Licensee to relocate its Fixtures. Licensee shall pay all reasonable and appropriate costs incurred by LCUB, and all costs incurred by Licensee, associated with said removal or relocation of its Fixtures, excepting those costs reimbursed to LCUB by other permitted third parties under a separate agreement with LCUB where said third parties are required to reimburse Licensee for its costs for said changes, alterations, removals or relocations or as provided by law. All legal rights of Licensee to any funds available to Licensee to reimburse Licensee for its costs to change, alter, remove or relocate its Fixtures are, by this Agreement, retained by Licensee for its sole benefit.

Should Licensee fail to commence any work required of it by this provision, within thirty (30) days of written notice from LCUB, such work may be done by LCUB at the sole risk and expense of Licensee.

19. Licensee shall exercise special precautions to avoid damage to Facilities of LCUB or of other authorized users of LCUB Facilities; and Licensee hereby assumes responsibility for any and all damage to Facilities of LCUB, or other authorized users of LCUB Facilities, arising out of or caused by the erection, maintenance installation, presence, use or removal of Licensee's Fixtures. Licensee shall make an immediate report to the particular owner of the facilities affected by the occurrence of any damage and hereby agrees to reimburse such owner for the expenses incurred in making all necessary repairs and replacements.
20. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE PURSUANT TO THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF.
21. Notwithstanding anything to the contrary contained in this Agreement, each party will be responsible for injuries occurring to or damages suffered by their own employees or for worker's compensation claims filed by their own employees and will indemnify, defend and hold harmless the other party against such injuries, damages or claims made by the indemnifying party's employee(s), except to the extent such injuries, damages or claims were the result of the gross negligence or willful misconduct of the party (or its agents, customers, invitees, servants, vendors, materialmen or suppliers) claiming indemnification.
22. In the event Licensee experiences an emergency with its Fixtures, LCUB shall be notified, and it shall be necessary that a LCUB representative be at the site before Licensee, or its contractor, enters a LCUB manhole or opens a LCUB handhole for any reason. LCUB shall respond to an emergency as set forth in any Practice that may be established and as amended from time to time.

An emergency call associated with Licensee's or LCUB's customers being out of service shall be treated on a "priority" basis. All LCUB labor and material associated with a Licensee emergency will be billed to Licensee, except to the extent caused by the negligence or willful misconduct of LCUB or its agents. Licensee may install guying for its own Fixtures at each dead-end and angle structure which is equal in strength to the loading imposed by the combined breaking strength of all conductors of the Licensee attached to that structure.

23. LCUB reserves the right, at its own expense, to make periodic inspections, as conditions may warrant, of the Fixtures of Licensee. Such inspections, or the failure to make such inspections, shall not operate to relieve Licensee of any responsibility or obligation or liability assumed under this Agreement.
24. Licensee shall have the right to terminate this Agreement, without penalty, either in its entirety or as it applies, in whole or in part, to any LCUB Facilities, legally unavailable to Licensee for its use.
25. Licensee shall, upon written request of LCUB, submit to LCUB evidence reasonably satisfactory to LCUB of Licensee's authority to erect and maintain its Fixtures within public streets, alleys, highways and other thoroughfares and Licensee shall secure any necessary consents from state or municipal authorities or from the owners of property to construct and maintain its Fixtures at the locations of Facilities of LCUB which Licensee desires to use.

LCUB shall not be liable to Licensee for any damage to or for any interruption to or interference with Licensee's business and Fixtures in any manner growing out of the construction and operation of its Fixtures located on and in LCUB's Facilities under the terms of this Agreement, except to the extent caused by the negligence or willful misconduct of LCUB or its agents.

26. Licensee shall pay all taxes and assessments levied upon its Fixtures attached to or located in LCUB's Facilities. Licensee shall, at all times, maintain any and all necessary operating authority of each federal, state or local governmental body having jurisdiction over the services offered by Licensee that are a part of Licensee's use of LCUB Facilities. Nothing herein contained shall be construed to confer upon Licensee any rights of property in the Facilities of LCUB.

27. If Licensee shall fail to comply with any of the terms or provisions of this Agreement, including specifications herein referred to, or default in any of its obligations under this Agreement and shall fail within sixty (60) days after written notice from LCUB to correct such default or non-compliance, LCUB may, terminate permission for use of any component of the Facilities or group of components of the Facilities involved in the default or non-compliance. Such termination in no way exempts Licensee from payment obligations for rental of such component(s) of the Facilities prior to the actual removal of all Fixtures. Upon notice from LCUB to Licensee that the use of Facilities is forbidden by law, or upon the expiration of said sixty (60) days and Licensee's failure to cure the default or non-compliance identified in said notice, Licensee shall forthwith discontinue the use of that component of LCUB's Facilities that is either in non-conformance or, by law, Licensee is forbidden to use. Thereafter, Licensee shall remove such component of its Fixtures therefrom within four (4) months of termination, and upon Licensee's failure to do so LCUB reserves the right to cause such discontinuance and removal of such component of Licensee's Fixtures therefrom at the expense of Licensee, and no liability shall inure to LCUB on account of such discontinuance and/or removal.

Notwithstanding the above, Licensee shall have the right, upon receipt of said notice, immediately to defend its rights to use LCUB Facilities through any appropriate legal proceedings available to Licensee and, provided such defense results in a legal determination or right for Licensee to continue operating its Fixtures on and in LCUB's Facilities, Licensee shall be permitted to continue the operation and maintenance of its Fixtures and this Agreement shall remain in full force and effect.

28. All attachments to LCUB poles and towers and locations in LCUB conduits by Licensee shall at all times be placed and maintained within the space and at the location designated by LCUB, unless approved otherwise, in writing, by LCUB.
29. Licensee shall not at any time assign, transfer or sublet any of the privileges granted by this Agreement, without the express written consent of LCUB being first obtained, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained in this Agreement, assignment or transfer shall not include, and any condition to assignment shall not apply in the event of (i) a transfer of this Agreement to an entity which is the parent of Licensee, subsidiary of Licensee, affiliate of Licensee, or shall directly or indirectly control, be controlled by, or be under common control with, Licensee; (ii) a sale of ownership interest or issuance of new ownership interests, directly or indirectly, in Licensee; (iii) a change of control; (iv) a transaction in which any entity succeeds to all or substantially all of the assets of Licensee whether by merger, consolidation, sale or otherwise provided such successor entity assumes in full the obligations of Tenant under this Lease and /or (v) a transfer of this Agreement to any finance company, investor, investment banking or lender requiring a collateral assignment or assignment hereof. Tenant shall notify Landlord, in writing, of any such assignment or sublease within ninety (90) days after its occurrence.

30. Licensee agrees to procure and keep in force throughout the term of this Agreement, insurance in such form and with such companies as are reasonably satisfactory to LCUB. Companies with a rating of at least A-VII by the A. M. Best Supplier shall be deemed satisfactory. The types and minimum amounts of coverage of such insurance shall be as follows:
- (a) Workers Compensation – Statutory requirements;
 - (b) Employer's Liability - \$1,000,000 each accident/disease/policy limit; and
 - (c) Commercial General Liability for bodily injury (including death) and for property damage with a combined single limit of \$2,000,000 for each occurrence and general aggregate (with contractual Liability endorsement covering indemnity and agreement with LCUB).

LCUB shall be listed as an additional insured under the Employer's Liability and Commercial General Liability policies.

31. Licensee agrees to provide LCUB certificates of insurance as evidence that Licensee has procured the insurance required by this Agreement and showing LCUB to be an additional insured under Licensee's liability insurance policies. The certificates of insurance shall provide that the insurance coverage shall not be canceled or materially altered except upon thirty (30) days prior written notice to LCUB. Licensee shall insure that such insurance is maintained in effect as required during the entire term of this Agreement.
32. Failure of LCUB to enforce or insist upon compliance with any of the terms or provisions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or provisions.
33. The permission hereby granted to Licensee shall be subject to any existing prior agreements between LCUB and other parties for attachment to and locating in or on LCUB Facilities. Upon written request, LCUB shall provide to Licensee copies of any third-party agreements that may affect Licensee's Fixtures located in and on LCUB Facilities. LCUB may redact such agreements to remove any confidential or proprietary information.

[Turn to signature page]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in duplicate on the day and year first above written.

LCUB:

Lenoir City Utilities Board

By: _____
M. Shannon Littleton, General Manager

LICENSEE:

Town of Farragut

By: _____
Ron Williams, Mayor

STATE OF TENNESSEE

COUNTY OF LOUDON

Before me, of the state and county aforesaid, personally appeared M. Shannon Littleton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the General Manager of **LENOIR CITY UTILITIES BOARD**, the within named bargainer, a municipal utility agency of the City of Lenoir City, Tennessee, and that he as such General Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Lenoir City Utilities Board by himself as its General Manager.

Witness my hand and official seal, at office this ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

Before me, of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of _____, the within named bargainer, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such _____.

Witness my hand and official seal, at office this ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal from WSP, USA Inc. for Construction Engineering and Inspection (CEI) Services for ATMS Phase 1 Project

INTRODUCTION: The purpose of this item is consideration of approval of a Professional Services agreement with WSP, USA Inc. for Construction Engineering and Inspection (CEI) services for the Town's Advanced Traffic Management System (ATMS) Phase 1 Project.

BACKGROUND: The ATMS Phase 1 Project consists of the construction, installation, testing and integration of a fully functional interconnected traffic signal system. The technical nature of the work requires extensive coordination, inspection, training, and documentation throughout the project. Town Staff, in accordance with TDOT requirements, conducted a Request for Qualifications for CEI Services and has identified the most technically capable firm to perform this work. WSP USA, Inc. was selected and has provided a scope of work and cost proposal of \$819,318. Town Staff and the project design consultant have reviewed the proposal and find it acceptable and in alignment with the project's budget and estimate.

CEI services will begin after TDOT issues Notice to Proceed with Construction. All costs are fully reimbursable through the Federal Highway Administration's Congestion Mitigation and Air Quality (CMAQ) funding.

FINANCIAL SECTION:

Project: ATMS Phase 1			
<u>Amended Project</u>		<u>Expenditures</u>	
<u>Budget</u>	<u>Requested Amount</u>	<u>to Date</u>	<u>Available Amount</u>
\$7,020,000	\$819,318	\$576,685.81	\$5,623,996.19
Approved <i>Allison Myers</i>			
By: _____			

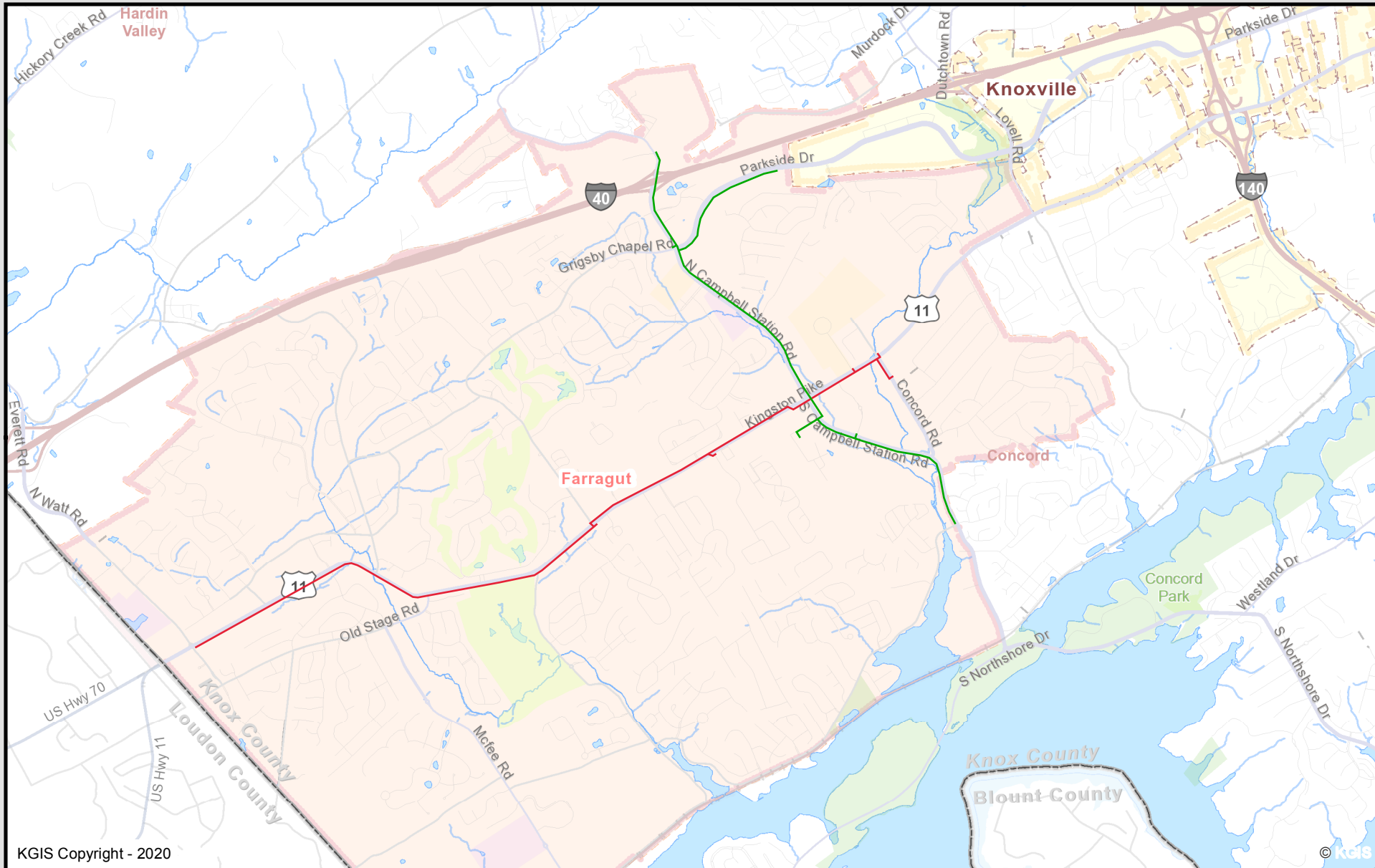
RECOMMENDATION BY: Darryl Smith, Town Engineer

PROPOSED MOTION: Approval of CEI Services Agreement for ATMS Phase 1 Project with WSP USA, Inc. with total fee of \$819,318.

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	_____	_____	_____	_____	_____



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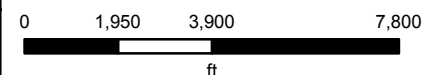
- OVERHEAD FIBER
- UNDERGROUND FIBER

ATMS Phase 1 Project Map

Knoxville - Knox County - KUB Geographic Information System



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TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Farragut Advanced Traffic Management System Phase 1

Location: Kingston Pike, Campbell Station Road, Parkside Drive and Concord Road

Description of Project: Services for Construction Engineering Inspection (CEI)

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of Eight Hundred and Nineteen Thousand Three Hundred and Eighteen Dollars (\$819,318.00) including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before January 31, 2023. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

a. The Contractor shall indemnify and hold harmless the Client, its officers and employees from any and all liabilities, including but not limited to reasonable attorney's fees and costs of defense, which arise or are claimed against the Client, its officers and employees for any and all lawsuits, claims, demands, losses or damages to the extent caused by the negligent acts or omissions of the Contractor, its employees or anyone for whom the Contractor is legally liable.

b. 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:

WSP, USA Inc.

By:  _____

Printed
Name: Matthew S Smith

Title: Assistant Vice President

Date: 11/25/20

SCOPE OF SERVICES

Project Description

The principal purpose of this contract is to provide pre-construction assistance and Construction Engineering and Inspection (CEI) for the Farragut Advanced Traffic Management System (ATMS) Phase 1 in the Town of Farragut, Tennessee.

This project is funded by a Congestion Mitigation and Air Quality Improvement Program (CMAQ) Grant from the United States Department of Transportation (USDOT). TDOT and USDOT reporting requirements apply to this project. WSP USA, Inc. (WSP) shall be responsible for preparing and submitting the appropriate reports for their activities, assisting in the preparation of reports for the Town of Farragut and for assuring that all contractors submit accurate reports in a timely manner.

This CEI project and pre-construction involvement is support of make ready and utility coordination, signal modifications, installations or reconstruction, and signal interconnect, ADA improvements and the installation of a traffic management center (TMC) and other tasks as shown in the construction plans.

The proposed lump sum fee is estimated for 21 months to substantial completion and an additional 3 months for final project closeout as per the duration of the schedule posted in the Request for Qualifications and Letter of Interest (Exhibit 1). If the construction contract exceeds this time period WSP will negotiate additional fee. In addition, any scope change or inaccurate plan data that leads to additional requirements by WSP will be negotiated for additional fee.

Project Schedule

The proposed lump sum fee is based off the following project schedule:

Project Schedule (Exhibit 2)

Task	2021												2022												2023
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
1. Project Management																									
2. Make Ready and other Utility Coordination																									
3. Construction Engineering and Inspection																									
4. Integration Support and training																									

Engineering Services

Work by WSP will conform to federal, state and local policies and laws; the current TDOT Standard Specifications and Standard Drawings. Documents shall be submitted in formats that conform to TDOT Local Programs Development Office (LPDO) Standards. WSP will utilize Appia project management software to document test reports, daily activities, change orders, stockpile payments, and monthly estimates.

It is the intent that all tasks and activities normally required to meeting these requirements and implementing this project are included in this Scope of Services. Any additional request outside of normal CEI protocols will be delivered under task 5 additional services.

Project Tasks Overview

- Project Management
- Make Ready and other Utility Coordination
- Construction Engineering & Inspection
- Integration Support and Training
- Additional Services

Exclusions

- Construction Bid Package preparation or review and bid review
- Claims Management
- Presentations and Board Meetings
- Plans Review and Constructability Review

Task 1 — Project Management

At the beginning of this project, WSP shall meet with the Town of Farragut Project Manager to formulate a clear communication plan and discuss how WSP plans to manage the project.

WSP will hold a preconstruction meeting and monthly progress meetings with the required stakeholders. These meeting will be conducted to provide detailed updates on the project status. Supplemental meetings (12 are assumed) may be required and should be associated with any key milestone dates. The meeting dates and location will be agreed upon by WSP and the Town of Farragut Project Manager. Throughout the project, WSP will be responsible for organizing, scheduling, and conducting all progress meetings with concurrence of the Town of Farragut Project Manager. WSP shall prepare the agendas, coordinate the development and/or presentation of other meeting materials, and prepare and distribute meeting minutes.

WSP will prepare monthly status reports for the project. At a minimum, the status report will include a written description detailing the work completed for each task that month, shall note and explain any variations in the project schedule or work, shall note any technical, management, or coordination problems that have risen, and shall note what work is expected to be completed for the upcoming month. The progress report will also document and track any identified issues or items that may be considered as additional scope.

Task 1 Deliverables:

1. Monthly Progress Meetings (up to 24)
2. Monthly Status Reports (up to 24)
3. Supplemental Meetings – 12 are assumed
4. Monthly Invoices
5. Agenda and Minutes for each meeting

Task 2 — Make Ready and other Utility Coordination

It is assumed that all contracts are executed with utility owners and that the list of required UMR adjustments are available upon start of services. WSP will create and maintain a log of required Utility Make Ready adjustments according to the documents received. WSP will coordinate with the Town of Farragut Project Manager, utility owners and the contractors to coordinate the completion of these adjustments. WSP will schedule and conduct meetings (30 are assumed) to discuss and resolve issues to minimize any impact on schedule and budget. Any additional time required due to inaccurate data or plan changes will be considered additional services and WSP will negotiate with the Town for additional fee.

Task 2 Deliverables:

1. Notice of Utility Coordination meetings
2. Attend utility coordination meetings (30 are assumed)
3. Utility Coordination meeting agendas, meeting materials and minutes

Task 3 — Construction Engineering & Inspection

PRE-CONSTRUCTION MEETING: Before any work is to begin on a project WSP will conduct a pre-construction meeting to discuss the contractor's plan of operation, required contract provisions, environmental commitments if applicable, erosion control, traffic control/work zone safety, utility relocations, inspection, materials acceptance, independent assurance, quality control plans, technology related devices, equipment and applications connectivity, certified payrolls, DBE/subcontractors, etc. Minutes of this meeting, including an attendance roster, shall be kept and key decisions shall be fully documented.

PROJECT INSPECTION: WSP will be responsible for the inspection of work, the sampling and testing of materials for acceptance, and proper and sufficient documentation of acceptance. WSP's inspection staff shall be qualified and knowledgeable about the type of work taking place, be familiar with the contract documents, and certified in accordance with TDOT Standard Operating Procedures (SOP 1-3) when conducting sampling and testing of materials for acceptance.

All field technicians will be certified in the applicable TDOT certification for work being performed.

WSP will conduct all acceptance testing. Field testing by WSP includes, but is not limited to, all ACI tests for concrete including concrete plant, nuclear density testing of earthwork, base stone, asphalt, structural backfill, pipe backfill, poles, filed wiring, controllers, cabinets, pedestrian indicators, signals, detection, fiber optic communication system, and software applications connectivity as defined in all specifications related to this project, the Standard Specifications and TDOT's sampling and testing schedule. WSP will also provide aggregate analysis and moisture and density testing for roadway embankment and base stone materials as defined in the Standard Specifications and TDOT's sampling and testing schedule. (Note: All test normally to be performed by TDOT project personnel will be performed by WSP.) Included as the responsibility of the WSP is miscellaneous checking of application rates and dimensions and other measurements to assure conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, WSP will submit the initial information on forms supplied and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by WSP for conformity to the Specifications. The certification documents submitted will also be reviewed for completeness and conformance to TDOT's standard form of submission.

WSP will check traffic control daily, and additionally as required or requested, and document weekly (or as often as necessary).

WSP will conduct routine project inspections and document the findings to assure compliance with the environmental permits and, if applicable, the State Storm Water Pollution Prevention Plan (SWPPP). WSP will inspect erosion control items daily, for conformance to the plans as well as effectiveness in the field, and document weekly (or as often as necessary).

AS-BUILT PLANS: WSP will be responsible for the preparation, documentation and final submission of map-grade accuracy as-built plans for the project.

CHANGES AND EXTRA WORK: WSP will prepare Change Orders, Field Authorizations, and Field Directives, when warranted during construction, and forward to the Project Manager for approval and execution.

Any changes to the original contract proposal or plans will be documented and may require a supplemental agreement, approved by the contractor, his surety, WSP and the Project Manager. Any approved supplemental agreement becomes part of the contract.

WSP will consider and evaluate contractor's suggestions for construction modifications (Value Engineering Change Proposals) and make recommendations to the Project Manager for approval.

DOCUMENTATION: WSP will maintain a project diary and photographic log daily to document the daily activities and major events on the project. The daily diary report shall contain as a minimum:

- Date
- Weather, temperature at morning, noon, and evening, cloudy, clear, etc.
- Contractors on site

- Contractors' personnel (number and classification) on site
- Location and work performed by each contractor or subcontractor
- Hours worked
- Type and amount of equipment on site
- Visitors to the project site
- Orders/directives given to the contractor
- Accidents/incidents on the project and any details such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible
- Unacceptable work or materials found
- Delays (type and length)
- Days charged, with explanation if not charged
- Any other details or issues that may affect the completion of the project or be cause for future disputes.

In addition to the daily diary, field records, either written or electronic, will be kept to specifically document each pay item in the contract. The field records will contain the individual and cumulative quantities for progress payments including the dates, stations, locations, dimensions, and calculations for each payment.

Project files will be neatly organized to adequately document and record all project correspondence, and provide full support for all payments and decisions made including material certifications and test reports, calculations, invoices, etc.

CERTIFIED PAYROLL AND LABOR COMPLIANCE: WSP will receive and check the contractor's weekly payrolls for conformance to state wage rates. Late payrolls are justification to withhold progress payment. WSP will notify the prime contractor of late payrolls and request immediate submission. WSP will notify the Project Manager prior to withholding payments. WSP will conduct at least one contractor employee interview monthly to verify that the payroll submitted is accurate and employees are being paid properly (hours and wages).

PROGRESS AND PAYMENTS: WSP will prepare a monthly pay estimate and submit it to the Project Manager for review and processing. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by WSP. WSP will observe, measure, and record all quantities for payment.

REQUEST FOR INFORMATION (RFI): WSP will maintain a log of all RFI's which will include date received, transmittal information, and resolution and date resolved. WSP will coordinate with all parties to streamline the process of closing out RFI's.

FINAL INSPECTION AND ACCEPTANCE: WSP will initiate Final Inspection Reports for the project.

When the construction contractor believes that the construction phase of the project is complete, WSP will conduct a project walk-through to generate a punch list of items to be taken care of prior to closing out the construction phase. The Project Manager will be invited to this walk-through. Upon completion of the punch list items, WSP will submit a project completion notice to the contractor and Project Manager.

WSP will take post project photos to show the work that was completed.

Task 3 Deliverables:

1. Notice Pre-Construction Meeting minutes
2. Project Progress Meeting minutes
3. Weekly Construction Meeting minutes
4. Daily activity reports
5. Weekly progress, compliance and status reports
6. Monthly pay estimates
7. Certified payroll, labor compliance and employee interview records
8. Daily, weekly and monthly reports
9. Punch list
10. Coordination of any necessary As-built plans
11. Documentation of alternatives considered and those implemented
12. Material delivery receipts
13. All records necessary to document the construction of the project and conformance with TDOT and federal requirements

Task 4 — Integration Support and Training

WSP will review the project material submittal packages provided by the Contractor to assist in identifying any prevalent integration compatibility issues. The ATMS hardware and software installation will be monitored by WSP for proper installation per the manufacturer's standards. This will help to ensure a seamless integration of all ATMS components. WSP will work with the Contractor and the Manufacturers to ensure the ATMS system is optimally configured to meet the traffic monitoring needs of the Town of Farragut. In addition to the Contractor provided training on the new ATMS system, WSP will assist with hands on training and support for Town of Farragut personnel after installation is complete and the system is put into operation.

Additional Services

In addition to these tasks, we understand that the Town of Farragut reserves the right to request additional services to the scope of this project. Any request for additional services will be requested, authorized and approve in writing between the parties prior to the performance of tasks. Any Request for Additional Services shall include a complete description of justification including possible scope or schedule impact. Compensation for additional services will be requested and agreed upon in writing to prior to their performance.

NOTICE TO CONSULTANT ENGINEERS REGARDING A REQUEST FOR QUALIFICATIONS AND LETTERS OF INTEREST

June 29, 2020

The Town of Farragut, an Equal Opportunity, Affirmative Action Employer, seeks to retain the services of a professional consultant engineering firm to provide services related to construction of the **Farragut Advanced Traffic Management System Phase 1 Project**. The purpose of this project is to construct traffic signal system and ADA upgrades at all intersections within the Town's jurisdiction. These improvements include a new centrally controlled signal system software, fiber optic interconnect, traffic signal upgrades, ADA upgrades, CCTV camera installation, and DSRC installation. The project is federally funded through the **Congestion Mitigation & Air Quality (CMAQ) program**. The project shall be accomplished in accordance with TDOT Local Programs guidelines. The professional consultant engineering consulting firm must be on TDOT's pre-approved list or have a completed pre-qualification form filed with TDOT by the deadline for the Letters of Interest. The prequalified firm must have unlimited status. Responsibilities of the professional consultant firm include, but are not limited to:

Required Scope of Services

- Provide Construction Engineering Inspection (CEI) services during the Construction Phase of the project. These services include, but may not be limited to, the following:
- General Construction Phase CEI services following TDOT's CEI process.
- Attendance of the construction pre-bid meeting and facilitation of the pre-construction meeting.
- Coordination of utility make ready efforts, which will be performed by each utility in a "move prior" format.
- Coordination with the Town's signal system vendor during installation of the new signal system central software.

Estimated Schedule for Performance of Work

- | | |
|--|----------------|
| • Selection of CEI Consultant and Contract Award | September 2020 |
| • Construction Phase Notice to Proceed | October 2020 |
| • Begin Utility Make Ready Work | November 2020 |
| • Begin Construction | February 2021 |
| • End Utility Make Ready Work | September 2021 |
| • End Construction | August 2022 |

Firms may request consideration by submitting a letter of interest along with qualifications to the **Town of Farragut, 11408 Municipal Center Drive, Farragut, TN 37934 Attn: Darryl Smith**. All letters of interest must be received by the **Town of Farragut** on or before **11:00AM EDT on Thursday July 16th, 2020**. The letter of interest and qualifications shall indicate the scope of services to be completed by any sub-consultants. The method of payment will be time and materials with a not to exceed capped amount.

Phase I Evaluation

For Phase I evaluations firms shall submit letters of interest with firm contact information including name, address and e-mail of primary contact. The letters of interest shall also include:

- **General firm capabilities**
- **Staff capabilities of prime consultant with resumes from key personnel**
- **TDOT pre-qualification status**

Letters of interest shall be a maximum of 15 pages. From the letters of interest, **the Town of Farragut** will select 3 qualified firms to submit Phase II qualifications. From this list the top ranked consultant will be selected.

Phase II Evaluation

The Town of Farragut will evaluate the top 3 firms on the following criteria (relative weight):

- a. **Firm experience, credentials, and staff qualifications (25%)**
- b. **Past experience in the required disciplines with TDOT and/or other clients by descriptions of five (5) similar projects (25%)**
- c. **Past performance on agency projects (20%)**
- d. **Past experience on TDOT Local Programs projects (10%)**
- e. **Technical approach and project understanding (10%)**
- f. **Local presence of key project personnel (10%)**

The consultant evaluation committee holds the ability to conduct interviews based on scoring as Phase II Evaluation.

Prequalification procedures, example letter of interest, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be found at this internet address <http://www.tn.gov/tdot/topic/consultantinfo>. For information on prequalification, please contact Christine Smotherman at (615)741-4460 or Christine.Smotherman@tn.gov.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by **the Town of Farragut**. For information on DBE certification, please contact David Neese at (615)741-3681 or David.Neese@tn.gov. Details and instructions for DBE certification can be found at the following website: <http://www.tn.gov/tdot/topic/small-business>.

EXHIBIT 2

Project Schedule

2021													2022												2023
Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
1. Project Management																									
2. Make Ready and other Utility Coordination																									
3. Construction Engineering and Inspection																									
4. Integration Support and training																									

Attachment B

Hourly Rate Schedule and Task Breakdown								
Classification	Project Management	Make-Ready and Other Utility Coordination	CEI	Integration Support and Training	Total Hours by Person	Billable Rate	Total Project Cost	
Project Manager	411	30			441	\$ 238.36	\$ 105,118	
Clerical Assistant	48				48	\$ 104.37	\$ 5,010	
Utility Coordinator / QA/QC		818			818	\$ 210.72	\$ 172,368	
Construction Manager		30	1,384	140	1,554	\$ 164.00	\$ 254,862	
Senior Field Technician		150	3,035		3,185	\$ 88.53	\$ 281,960	
Subtotals	459	1,028	4,419	140	6,046		\$ 819,318	
Summary by Task								
Phase	Months	Cost per Task						
Task 1 - Project Management	23	\$ 102,977						
Task 2 - Make Ready and other Utility Coordination	13	\$ 197,719						
Task 3 - Construction Engineering & Inspection	21	\$ 495,662						
Task 4 - Integration Support and Training	3	\$ 22,961						
Total		\$ 819,318						

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of TDOT Agreement for Development of Jamestowne Boulevard Traffic Study

INTRODUCTION: The purpose of this item is to consider an agreement with the Tennessee Department of Transportation (TDOT) for development of a traffic study of Jamestowne Boulevard to determine needed improvements.

BACKGROUND: As traffic volumes continue to grow throughout the Town, an efficient network of streets becomes vitally important. The eastbound left turn movement from Kingston Pike to northbound Campbell Station Road is particularly volatile as the intersection is reaching its capacity. The left turn queue often extends several hundred feet to the west during peak hours. Commercial development in all four quadrants of the intersection make the addition of a second left turn lane difficult. Widening of Kingston Pike for a second turn lane would also make pedestrian crossings more difficult, so alternative solutions should be considered. The attached agreement with TDOT outlines the duties and obligations of both the Town and TDOT for development of a traffic study that would determine if improvements to Jamestowne Boulevard might provide an efficient bypass of the intersection for motorists on both routes. Anticipated improvements will likely be traffic signals, a center turn lane and modifications of both ends of Jamestowne (see map). The study will also consider pedestrian connectivity along Jamestowne (particularly to the Community Center) so that pedestrian facilities might be included in a future construction project.

Upon execution of the attached agreement, TDOT will provide Notice to Proceed. Staff will then advertise a Request for Qualifications (RFQ) for selection of an engineering consultant that can complete the study. The work will be funded through the Knoxville Regional Transportation Planning Organization with local and Surface Transportation Block Grant (L-STBG) dollars. Current funding for the study is \$80,000 with an 80/20 federal/local split, so the Town will be responsible for 20 percent (\$16,000). TDOT will reimburse the federal share of \$64,000 as work progresses.

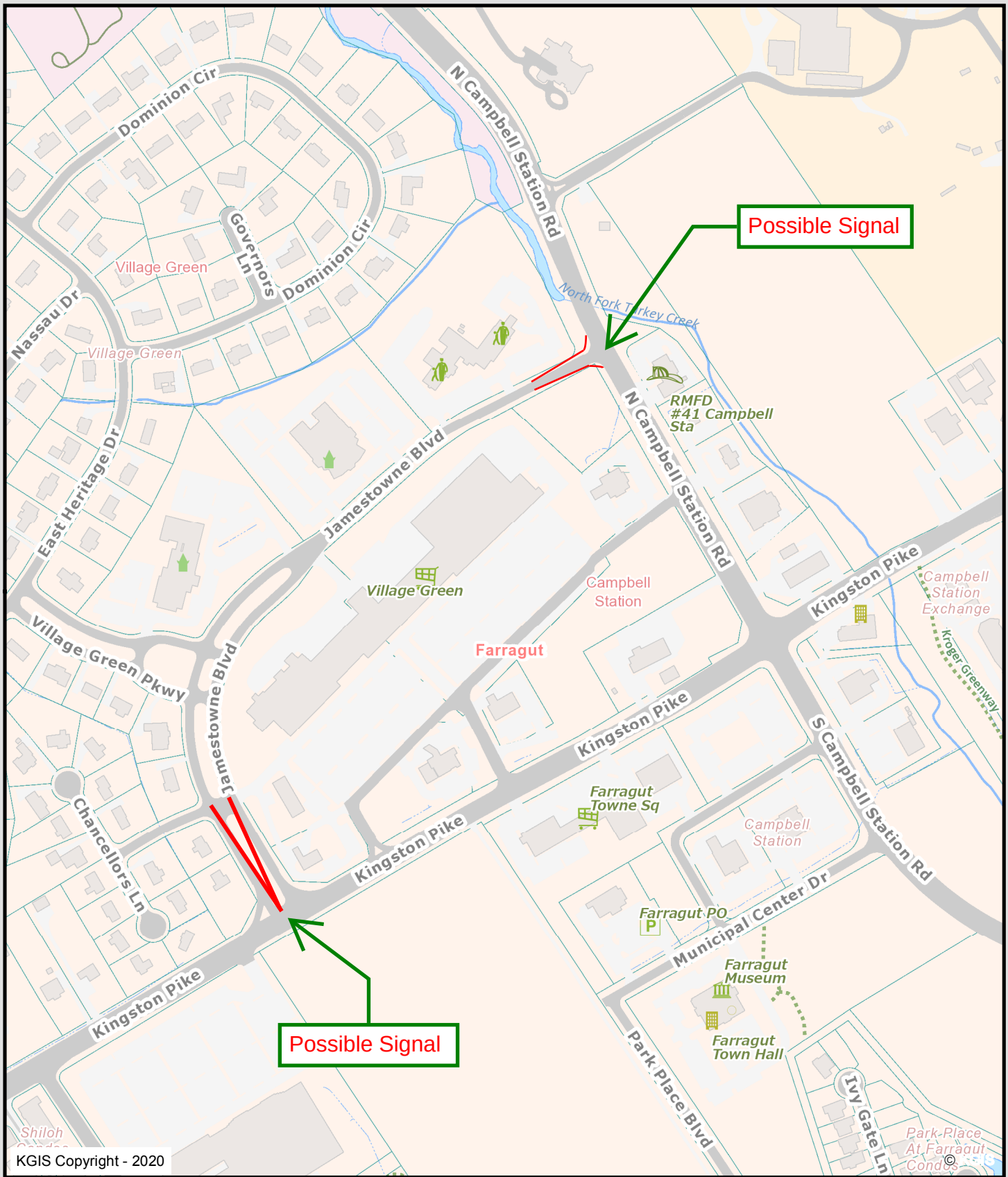
RECOMMENDATION BY: Darryl Smith, Town Engineer

PROPOSED MOTION: Approval of TDOT agreement for development of Jamestowne Boulevard Traffic Study.

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	_____	_____	_____	_____	_____

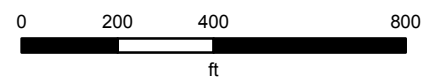


Jamestowne Boulevard

Knoxville - Knox County - KUB Geographic Information System



Printed: 11/25/2020 at 5:02:01 PM



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**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

November 6, 2020

The Honorable Ron Williams
Mayor, Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Re: Jamestowne Boulevard Traffic Study
Knox County, Town of Farragut
PIN: 130935.00
Federal Project Number: STP-M-4700(66)
State Project Number: 47LPLM-F1-199
Agreement Number: 200305

Dear Mayor Williams:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return the contract to me. Once the contract is fully executed, we will send a copy to you for your records.

As you are aware, TDOT will provide reviews of your work during project development. To ensure that TDOT staff schedules adequate time for your project, we are asking that you provide the dates on which you will accomplish project activities. We've listed those activities in this letter. We realize your proposed dates are tentative and subject to change. We will check with you during project development to update project information. The charges for these reviews are noted on Exhibit A of this contract as TDOT ES (for TDOT Engineering Services).

Remember that activities for which you want reimbursement cannot proceed until you receive a Notice to Proceed (NTP) from this office. For those activities please provide an estimate of the number of weeks after the receipt of the NTP you will begin the activity. For all other activities, those for which you are providing the funding, or have an NTP, please provide a month and year estimate.

If you have any questions or need any additional information, please contact Taylor Lee at 615-532-3166 or Taylor.M.Lee@tn.gov.

Sincerely,

Kimery Grant
Transportation Manager
kimery.grant@tn.gov

Project Schedule

Activity
Month/Year

PIN _____

Begin NEPA Phase	___/___
Select Consultant	___/___
Submit Environmental Document to TDOT for Review	___/___
Begin Design Phase	___/___
Submit Preliminary Engineering Plans to TDOT for Review	___/___
Submit Right-of-Way Plans to TDOT for Review	___/___
Begin Right-of-Way acquisition if Applicable, and Utilities Coordination	___/___
Submit ROW, Utility and Railroad Estimates to TDOT	___/___
Submit Construction Plans to TDOT for Review	___/___
Submit Construction Estimate to TDOT for Review	___/___
Submit Bid Book and Advertisement to TDOT for Review	___/___
Advertise Project for Bids	___/___
Hold Bid Opening	___/___
Submit Bid Tabs to TDOT for Approval	___/___
Award Project	___/___
Hold Pre-Construction Conference	___/___

Date Completed_____

Agreement Number: 200305

Project Identification Number: 130935.00

Federal Project Number: STP-M-4700(66)

State Project Number: 47LPLM-F1-199

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the TOWN OF FARRAGUT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Jamestowne Boulevard Traffic Study"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	AGENCY
Preliminary Engineering by:	AGENCY	PROJECT
Right-of-Way by:	N/A	N/A
Utility Coordination by:	N/A	N/A
Construction by:	N/A	N/A

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before **November 30, 2020**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF FARRAGUT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Ron Williams **Date** **Clay Bright** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Tom Hale **Date** **John Reinbold** **Date**
Attorney **General Counsel**

EXHIBIT “A”

AGREEMENT #: 200305**PROJECT IDENTIFICATION #:** 130935.00**FEDERAL PROJECT #:** STP-M-4700(66)**STATE PROJECT #:** 47LPLM-F1-199

PROJECT DESCRIPTION: Jamestowne Boulevard Traffic Study. The intent of the study is to determine needed geometric and signalization improvements to Jamestowne Boulevard (particularly at intersections with Kingston Pike and Campbell Station Road) that will encourage motorists to bypass the intersection of SR-1 (Kingston Pike) at Campbell Station Road, one of the most heavily congested intersections in Farragut.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

TYPE OF WORK: Study

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	L-STBG	80	0	20	\$80,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bid for Contract 2021-07, Stormwater Infrastructure Repairs

INTRODUCTION: The purpose of this item is consideration of bids and award of Contract 2021-07 for the Stormwater Infrastructure Repairs project.

BACKGROUND: This project includes cleaning, inspection and repair of pipes at 17 locations throughout the Town. The repairs include cured-in-place pipe lining (CIPP), pipe replacements and all associated work.

The project was bid with unit prices and estimated work at each location. In order to remain within reach of our budget, staff along with the design consultant CEC, Inc. have prioritized the most critical locations based on potential impact of failures and recommend eliminating 3 of the 17 locations.

We received two bids for the project on November 20th, adjusted for removal of the 3 locations, as follows:

Gulf Coast Underground, LLC	\$723,600.76
Morgan Contracting, Inc.	\$869,815.00

We have attached bid tabulations for your review.

The Town has not contracted with Gulf Coast Underground in the past, but the company is well regarded in the industry and has completed many similar projects throughout the southeastern US.

FINANCIAL SECTION:

Project: Contract 2021-07, Stormwater Infrastructure Repairs			
<u>Amended Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Available Amount</u>
\$1,200,000	\$723,600.76	\$474,742.74	\$1,656.50
Approved By: <u>Allison Myers</u>			

RECOMMENDATION BY: Darryl Smith, Town Engineer

PROPOSED MOTION: Approval of bids and award of Contract 2021-07 to Gulf Coast Underground, LLC for their low bid of \$723,600.76

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	_____	_____	_____	_____	_____

P:\2019\193-988-GIS\Map\CV01_Pipe_Repair\193988_CV01_C002.mxd 10/9/2020 14:57 PM (Internally)



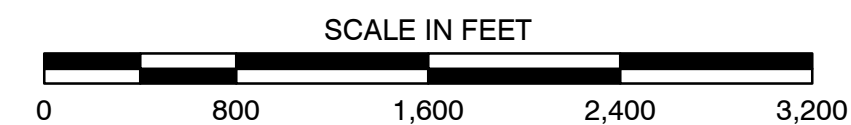
REVISION RECORD		
NO	DATE	DESCRIPTION
SUBMITTAL RECORD		
NO	DATE	DESCRIPTION

LEGEND

Infrastructure Repair Work Areas

REFERENCE

USGS TOPOGRAPHIC MAP/ ARCGIS MAP SERVICE:
HTTP://GOTO.ARCGISONLINE.COM/MAPS/USA_TOPO_MAPS,
ACCESSED 10/9/2020



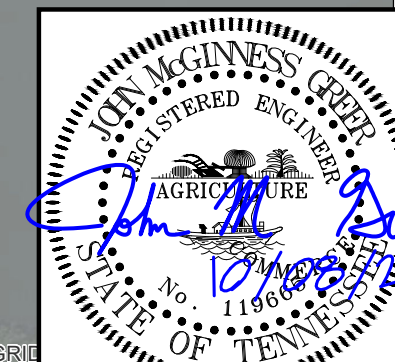
Civil & Environmental Consultants, Inc.
2704 Cherokee Farm Way - Suite 101 - Knoxville, TN 37920
Ph: 865.977.9997 - Fax: 865.977.9919
www.ccecinc.com

**TOWN OF FARRAGUT
INFRASTRUCTURE REPAIRS
FARRAGUT, TENNESSEE**

DRAWN BY: **KAM** CHECKED BY: **RNW** APPROVED BY: **JMG**
DATE: **10/8/2020** SCALE: **1" = 800'** PROJECT NO: **193-988.0002**

**INFRASTRUCTURE REPAIR
WORK AREAS**

FIGURE NO: **C002**



Contract 2021-07: Stormwater Infrastructure Repairs



ITEM #	DESCRIPTION	UNIT	QUANTITY	Gulf Coast Underground, LLC		Morgan Contracting, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
100	Mobilization	LS	1	\$ 89,250.00	\$ 89,250.00	\$ 135,000.00	\$ 135,000.00
110	Erosion Control Plan & Implementation	LS	1	\$ 15,750.00	\$ 15,750.00	\$ 32,500.00	\$ 32,500.00
120	Traffic Control	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 75,000.00	\$ 75,000.00
130	Pre-Construction Site Video Recording	LS	1	\$ 3,150.00	\$ 3,150.00	\$ 4,078.00	\$ 4,078.00
140	Bypass Pumping	LS	1	\$ 26,250.00	\$ 26,250.00	\$ 48,000.00	\$ 48,000.00
Sheet C100: Long Bow Road							
200	Pipe Lining, CIPP	LF	164	\$ 787.50	\$ 129,150.00	\$ 1,150.00	\$ 188,600.00
210	Pipe Invert Repair by Grouting	LF	10	\$ 262.50	\$ 2,625.00	\$ 186.00	\$ 1,860.00
220	Trim Protruding Storm Lateral	EA	1	\$ 1,575.00	\$ 1,575.00	\$ 553.00	\$ 553.00
230	Cut and Buff Connection	EA	2	\$ 1,050.00	\$ 2,100.00	\$ 210.00	\$ 420.00
Sheet C100: Old Stage Road							
200	Pipe Lining, CIPP	LF	82		\$ -		\$ -
310	Storm Sewer Point Repair, Unpaved	LF	50		\$ -		\$ -
410	Removal and Replacement:	SF	70		\$ -		\$ -
Sheet C100: Champions Point							
200	Pipe Lining, CIPP	LF	29	\$ 630.00	\$ 18,270.00	\$ 507.00	\$ 14,703.00
200	Pipe Lining, CIPP	LF	73	\$ 630.00	\$ 45,990.00	\$ 357.00	\$ 26,061.00

Contract 2021-07: Stormwater Infrastructure Repairs



				Gulf Coast Underground, LLC		Morgan Contracting, Inc.	
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
220	Trim Protruding Storm Lateral	EA	1	\$ 1,575.00	\$ 1,575.00	\$ 553.00	\$ 553.00
230	Cut and Buff Connection	EA	1	\$ 1,050.00	\$ 1,050.00	\$ 210.00	\$ 210.00
Sheet C100: Baltursol Road							
200	Pipe Lining, CIPP	LF	83		\$ -		\$ -
320	Locate Structure Raise to Grade with Solid Frame and Cover	EA	1		\$ -		\$ -
200	Pipe Lining, CIPP	LF	203		\$ -		\$ -
Sheet C101: St. John Court at O'Connell							
200	Pipe Lining, CIPP	LF	60	\$ 630.00	\$ 37,800.00	\$ 536.00	\$ 32,160.00
210	Pipe Invert Repair by Grouting	LF	25	\$ 262.50	\$ 6,562.50	\$ 144.00	\$ 3,600.00
Sheet C101: St. John Court at Church							
200	Pipe Lining, CIPP	LF	64	\$ 735.00	\$ 47,040.00	\$ 539.00	\$ 34,496.00
230	Cut and Buff Connection	EA	2	\$ 1,050.00	\$ 2,100.00	\$ 210.00	\$ 420.00
310	Storm Sewer Point Repair, Unpaved	LF	15	\$ 1,837.50	\$ 27,562.50	\$ 1,032.00	\$ 15,480.00
320	Locate Structure Raise to Grade with Solid Frame and Cover	EA	1	\$ 10,556.26	\$ 10,556.26	\$ 3,778.00	\$ 3,778.00
Sheet C101: Bermuda Drive							
200	Pipe Lining, CIPP	LF	62	\$ 735.00	\$ 45,570.00	\$ 797.00	\$ 49,414.00
311	Storm Sewer Point Repair, Paved	LF	20	\$ 1,575.00	\$ 31,500.00	\$ 1,477.00	\$ 29,540.00

Contract 2021-07: Stormwater Infrastructure Repairs



ITEM #	DESCRIPTION	UNIT	QUANTITY	Gulf Coast Underground, LLC		Morgan Contracting, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
410	Removal and Replacement Asphalt Paving	LF	20	\$ 262.50	\$ 5,250.00	\$ 238.00	\$ 4,760.00
Sheet C101: South Monticello (West)							
200	Pipe Lining, CIPP	LF	46	\$ 735.00	\$ 33,810.00	\$ 612.00	\$ 28,152.00
230	Cut and Buff Connection	EA	2	\$ 1,050.00	\$ 2,100.00	\$ 210.00	\$ 420.00
Sheet C102: South Monticello (East)							
200	Pipe Lining, CIPP - 42"	LF	37	\$ 682.50	\$ 25,252.50	\$ 540.00	\$ 19,980.00
200	Pipe Lining, CIPP - 57" x 38"	LF	37	\$ 735.00	\$ 27,195.00	\$ 831.00	\$ 30,747.00
230	Cut and Buff Connection	EA	1	\$ 1,050.00	\$ 1,050.00	\$ 210.00	\$ 210.00
Sheet C102: Union Camp							
200	Pipe Lining, CIPP - 36"	LF	50	\$ 630.00	\$ 31,500.00	\$ 634.00	\$ 31,700.00
200	Pipe Lining, CIPP - 42"	LF	48	\$ 682.50	\$ 32,760.00	\$ 446.00	\$ 21,408.00
210	Pipe Invert Repair by Grouting	LF	25	\$ 262.50	\$ 6,562.50	\$ 144.00	\$ 3,600.00
Sheet C102: Confederacy Circle							
200	Pipe Lining, CIPP - 42"	LF	107	\$ 682.50	\$ 73,027.50	\$ 389.00	\$ 41,623.00
200	Pipe Lining, CIPP - 48"	LF	50	\$ 735.00	\$ 36,750.00	\$ 424.00	\$ 21,200.00
390	Install New Square Junction Box	EA	1	\$ 13,181.26	\$ 13,181.26	\$ 21,616.00	\$ 21,616.00
Sheet C102: President's Drive							

Contract 2021-07: Stormwater Infrastructure Repairs



				Gulf Coast Underground, LLC		Morgan Contracting, Inc.	
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
280	CCTV of Pipe	LF	102	\$ 31.50	\$ 3,213.00	\$ 28.00	\$ 2,856.00
200	Pipe Lining, CIPP	LF	102	\$ 577.50	\$ 58,905.00	\$ 508.00	\$ 51,816.00
230	Cut and Buff Connection	EA	2	\$ 1,050.00	\$ 2,100.00	\$ 210.00	\$ 420.00
Sheet C103: Bobolink Road							
200	Pipe Lining, CIPP	LF	80	\$ 840.00	\$ 67,200.00	\$ 797.00	\$ 63,760.00
Sheet C103: Hampton Roads Drive							
200	Pipe Lining, CIPP	LF	135		\$ -		\$ -
310	Storm Sewer Point Repair, Unpaved	LF	5		\$ -		\$ -
311	Storm Sewer Point Repair, Paved	LF	5		\$ -		\$ -
410	Removal and Replacement - Sidewalk	SF	20		\$ -		\$ -
410	Removal and Replacement - Driveway	SF	120		\$ -		\$ -
200	Pipe Lining, CIPP	LF	100		\$ -		\$ -
280	CCTV of Pipe	LF	100		\$ -		\$ -
Sheet C103: East Fox Den Drive							
280	CCTV of Pipe	LF	131	\$ 31.50	\$ 4,126.50	\$ 28.00	\$ 3,668.00
290	Pipe Heavy Cleaning	LF	50	\$ 63.00	\$ 3,150.00	\$ 58.00	\$ 2,900.00
200	Pipe Lining, CIPP - 42"	LF	80	\$ 682.50	\$ 54,600.00	\$ 431.00	\$ 34,480.00

Contract 2021-07: Stormwater Infrastructure Repairs



ITEM #	DESCRIPTION	UNIT	QUANTITY	Gulf Coast Underground, LLC		Morgan Contracting, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
200	Pipe Lining, CIPP - 48"	LF	51	\$ 735.00	\$ 37,485.00	\$ 444.00	\$ 22,644.00
230	Cut and Buff Connection	EA	1	\$ 1,050.00	\$ 1,050.00	\$ 210.00	\$ 210.00
Sheet C103: Hickory Woods							
280	CCTV of Pipe	LF	255	\$ 31.50	\$ 8,032.50	\$ 28.00	\$ 7,140.00
200	Pipe Lining, CIPP - H3-13 to S3-7	LF	97	\$ 735.00	\$ 71,295.00	\$ 439.00	\$ 42,583.00
200	Pipe Lining, CIPP - S3-7 to H3-16	LF	157	\$ 735.00	\$ 115,395.00	\$ 388.00	\$ 60,916.00
210	Pipe Invert Repair by Grouting	LF	20	\$ 262.50	\$ 5,250.00	\$ 151.00	\$ 3,020.00
230	Cut and Buff Connection	EA	2	\$ 1,050.00	\$ 2,100.00	\$ 210.00	\$ 420.00
Sheet C104: Battle Front Trail							
280	CCTV of Pipe	LF	140	\$ 31.50	\$ 4,410.00	\$ 28.00	\$ 3,920.00

Base Bid	\$723,600.76	\$869,815.00
Base + Additive Alternate	\$1,282,677.02	\$1,222,595.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bid for Contract 2021-08, Watt Road Pedestrian Crossing

INTRODUCTION: The purpose of this item is consideration of bids and award of Contract 2021-08 for the Watt Road Pedestrian Crossing project.

BACKGROUND: This project will provide pedestrian connection from Orchid Grove and Sedgefield Subdivisions to Mayor Bob Leonard Park. Construction will include approximately 700 feet of sidewalk, a pedestrian refuge island in the center turn lane and flashing beacons on an overhead mast arm (see attachment A).

We received four bids for the project on November 12th as follows:

Adams Contracting, LLC	\$296,875.00
APAC-Atlantic, Inc.	\$315,329.00
Southern Constructors, Inc.	\$258,837.00
Whaley Construction, LLC	\$238,317.00

Whaley Construction has successfully performed similar projects for the Town including the 2020 sidewalk curb ramp improvements contract. Staff is pleased to recommend award of this contract to Whaley Construction.

FINANCIAL SECTION:

Project: Contract 2021-08, Watt Road Pedestrian Crossing			
<u>Amended Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Available Amount</u>
\$287,000	\$238,317.00	\$48,137.12	\$545.88
Approved By: _____	Allison Myers		

RECOMMENDATION BY: Darryl Smith, Town Engineer

PROPOSED MOTION: Approval of bids and award of Contract 2021-08 to Whaley Construction, LLC for their low bid of \$238,317.00.

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	_____	_____	_____	_____	_____



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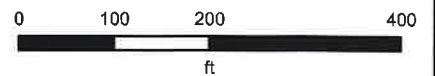
KGIS

Watt Road Pedestrian Crossing

Knoxville - Knox County - KUB Geographic Information System



Printed: 11/17/2020 at 10:22:51 AM



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Contract 2021-08: Watt Road Pedestrian Crossing



ITEM #	TDOT DESCRIPTION	UNIT	QUANTITY	Adams Contracting, LLC		APAC-Atlantic, Inc.		Southern Constructors, Inc.		Whaley Construction, LLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
105-01	Construction Stakes, Lines And Grades	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
201-01	Clearing And Grubbing	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
202-03	Removal of Rigid Pavement, Sidewalk, etc.	SY	392	\$ 18.00	\$ 7,056.00	\$ 31.00	\$ 12,152.00	\$ 19.00	\$ 7,448.00	\$ 12.00	\$ 4,704.00
202-08.15	Removal of Curb and Gutter	LF	240	\$ 14.00	\$ 3,360.00	\$ 18.50	\$ 4,440.00	\$ 10.00	\$ 2,400.00	\$ 11.00	\$ 2,640.00
203-01	Road & Drainage Excavation (Unclassified)	CY	371	\$ 55.00	\$ 20,405.00	\$ 37.50	\$ 13,912.50	\$ 50.00	\$ 18,550.00	\$ 25.00	\$ 9,275.00
203-30.02	Roadway Items	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 35,750.00	\$ 35,750.00	\$ 25,000.00	\$ 25,000.00	\$ 26,100.00	\$ 26,100.00
204-08.01	Backfill Material (Flowable Fill)	CY	4	\$ 200.00	\$ 800.00	\$ 520.00	\$ 2,080.00	\$ 500.00	\$ 2,000.00	\$ 450.00	\$ 1,800.00
209-09.43	Curb Inlet Protection (Type 4)	EA	1	\$ 400.00	\$ 400.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
607-39.02	18" Pipe Culvert (Side Drain)	LF	6	\$ 200.00	\$ 1,200.00	\$ 315.00	\$ 1,890.00	\$ 180.00	\$ 1,080.00	\$ 150.00	\$ 900.00
611-02.10	Junction Box, Type 1	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,750.00	\$ 3,750.00
611-07.01	Class A Concrete (Pipe Endwalls)	CY	1	\$ 3,000.00	\$ 3,000.00	\$ 3,325.00	\$ 3,325.00	\$ 1,750.00	\$ 1,750.00	\$ 2,744.00	\$ 2,744.00
611-07.02	Steel Bar Reinforcement (Pipe Endwalls)	LB	45	\$ 5.00	\$ 225.00	\$ 18.50	\$ 832.50	\$ 7.50	\$ 337.50	\$ 5.00	\$ 225.00
701-01-01	Concrete Sidewalk (4")	SF	3444	\$ 9.00	\$ 30,996.00	\$ 14.60	\$ 50,282.40	\$ 11.00	\$ 37,884.00	\$ 11.00	\$ 37,884.00
701-02.03	Concrete Curb Ramp	SF	800	\$ 22.00	\$ 17,600.00	\$ 33.75	\$ 27,000.00	\$ 21.00	\$ 16,800.00	\$ 25.00	\$ 20,000.00
702-01	Concrete Curb	CY	3.1	\$ 800.00	\$ 2,480.00	\$ 4,025.00	\$ 12,477.50	\$ 1,500.00	\$ 4,650.00	\$ 1,100.00	\$ 3,410.00
702-03	Concrete Combined Curb & Gutter	CY	10.8	\$ 900.00	\$ 9,720.00	\$ 2,400.00	\$ 25,920.00	\$ 850.00	\$ 9,180.00	\$ 750.00	\$ 8,100.00
712-01	Traffic Control	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 14,375.00	\$ 14,375.00	\$ 20,000.00	\$ 20,000.00	\$ 17,201.00	\$ 17,201.00
712-04.01	Flexible Drums (Channelizing)	EA	10	\$ 40.00	\$ 400.00	\$ 200.00	\$ 2,000.00	\$ 50.00	\$ 500.00	\$ 38.50	\$ 385.00
712-06	Signs (Construction)	SF	151	\$ 8.00	\$ 1,208.00	\$ 8.00	\$ 1,208.00	\$ 10.00	\$ 1,510.00	\$ 8.00	\$ 1,208.00
713-16.20	Signs (Ped. Cross, W11-2)	EA	5	\$ 600.00	\$ 3,000.00	\$ 640.00	\$ 3,200.00	\$ 600.00	\$ 3,000.00	\$ 598.00	\$ 2,990.00
713-16.21	Signs (Yield Ped., R1-5A)	EA	2	\$ 400.00	\$ 800.00	\$ 440.00	\$ 880.00	\$ 500.00	\$ 1,000.00	\$ 412.00	\$ 824.00
713-16.22	Signs (Center Crosswalk)	EA	2	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 283.00	\$ 566.00
713-16.23	Signs (200' Plate, W16-2P)	EA	2	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 191.00	\$ 382.00
713-16.24	Signs (Arrow Plate, W16-7P)	EA	2	\$ 200.00	\$ 400.00	\$ 135.00	\$ 270.00	\$ 200.00	\$ 400.00	\$ 127.00	\$ 254.00
713-16.50	Remove and Replace Sign	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 875.00	\$ 875.00	\$ 750.00	\$ 750.00	\$ 810.00	\$ 810.00
716-02.04	Plastic Pavement Marking (Channelization Striping)	SY	13.5	\$ 30.00	\$ 405.00	\$ 23.50	\$ 317.25	\$ 25.00	\$ 337.50	\$ 28.00	\$ 378.00
716-02.09	Plastic Pavement Marking (Longitudinal Crosswalk)	LF	48	\$ 30.00	\$ 1,440.00	\$ 30.00	\$ 1,440.00	\$ 30.00	\$ 1,440.00	\$ 25.00	\$ 1,200.00
716-03.08	Plastic Word Pavement Marking (Ped-Xing)	EA	2	\$ 500.00	\$ 1,000.00	\$ 295.00	\$ 590.00	\$ 300.00	\$ 600.00	\$ 495.00	\$ 990.00
716-04.17	Plastic Pavement Marking (Yield Symbol)	EA	2	\$ 400.00	\$ 800.00	\$ 235.70	\$ 471.40	\$ 220.00	\$ 440.00	\$ 413.00	\$ 826.00
717-01	Mobilization	LS	1	\$ 14,400.00	\$ 14,400.00	\$ 23,000.00	\$ 23,000.00	\$ 13,000.00	\$ 13,000.00	\$ 18,500.00	\$ 18,500.00
730-23.30	Pedestal Pole (for RFB)	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,035.00	\$ 1,035.00	\$ 1,100.00	\$ 1,100.00	\$ 967.00	\$ 967.00
730-23.56	Cantilever Signal Support (1 Arm @ 25')	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 12,075.00	\$ 12,075.00	\$ 11,200.00	\$ 11,200.00	\$ 11,281.00	\$ 11,281.00
730-24.03	Foundation - Cantilever Signal Support	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 8,125.00	\$ 8,125.00	\$ 7,600.00	\$ 7,600.00	\$ 7,585.00	\$ 7,585.00
730-24.08	Foundation (RFB Pedestal pole)	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,625.00	\$ 1,625.00	\$ 1,500.00	\$ 1,500.00	\$ 1,523.00	\$ 1,523.00
730-24.09	Foundation (Pushbutton Post)	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,075.85	\$ 1,075.85	\$ 1,000.00	\$ 1,000.00	\$ 984.00	\$ 984.00
730-26.02	Pedestrian Pushbutton with 12" Sign	EA	3	\$ 600.00	\$ 1,800.00	\$ 700.00	\$ 2,100.00	\$ 700.00	\$ 2,100.00	\$ 640.00	\$ 1,920.00
730-26.06	Pedestrian Pushbutton Post	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,700.00	\$ 4,700.00	\$ 4,600.00	\$ 4,600.00	\$ 4,317.00	\$ 4,317.00
730-26.07	Flashing Warning Beacon (RFB)	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,200.00	\$ 10,400.00	\$ 5,000.00	\$ 10,000.00	\$ 4,935.00	\$ 9,870.00
730-26.08	Flashing Warning Beacon (Amber)	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,850.00	\$ 7,700.00	\$ 4,000.00	\$ 8,000.00	\$ 3,568.00	\$ 7,136.00
730-50.10	Solar Powered Flashing Assembly	EA	2	\$ 1,600.00	\$ 3,200.00	\$ 1,700.00	\$ 3,400.00	\$ 4,000.00	\$ 8,000.00	\$ 1,615.00	\$ 3,230.00
740-11.03	Temporary Sediment Tube 18"	LF	1356	\$ 5.00	\$ 6,780.00	\$ 5.35	\$ 7,254.60	\$ 5.00	\$ 6,780.00	\$ 5.50	\$ 7,458.00
TOTAL BID				\$296,875.00		\$315,329.00		\$258,837.00		\$238,317.00	

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Janet Curry, Human Resources Manager

SUBJECT: Updated Human Resources Policies and Procedures

INTRODUCTION: The *Human Resources Policies and Procedures Manual* establishes and provides normal, orderly, and uniform policies and procedures for employees in service to the Town of Farragut. The policies apply to all employees and are administered by the Human Resources Manager under the direction of the Town Administrator.

BACKGROUND: The *Human Resources Policies and Procedures Manual* was last updated in 2017. Since then the Department of Labor updated the over-time rules, technology and social media policies have been updated, and several formatting issues were addressed.

DISCUSSION: There are six (6) policies for consideration: *Internship Expectations, Overtime and Compensatory, Suspension Without Pay and Leave of Absence*. The Town provided *Technology and Emails* and *Social Media/Networking* policies are expanded and updated. The policies under consideration are:

- *Internship* Article VI, Section D: Recruitment
- *Compensation Plan* Article IX, Section F: Overtime and Compensatory Time
- *Leaves of Absence* Article XVI: Leaves and Absence, Section K
- *Suspension Without Pay* Article XVI: Leaves and Absence, Section L
- *Town Provided Technology & Emails* Article XXIII General Policies Section J
- *Social Media/Networking* Article XXIII General Policies Section U

The complete draft *Policies and Procedures* document is in your packet. The policies under discussion are in red font to identify them readily as you scroll through the policy. Tom Hale has reviewed and approved all changes.

RECOMMENDATION BY: Human Resources Manager Janet Curry, Town Attorney Tom Hale and Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the Human Resources Policies and Procedures Manual as amended.

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 Policies and Procedures
December 14, 2017 (revised and BMA approved)
December 2020 Draft

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Introduction

This is your copy of the Town of Farragut's Policies and Procedures Manual. No personnel manual can anticipate every possible situation, but the Town has provided you these general guidelines in order to give you a better understanding of what the Town expects of you and what you can expect of the Town.

Please refer to this manual for guidance when you have a question about the Town's policies. Of course, if you still have questions, your supervisor, Department Head and the Human Resources Department continue to stand ready to assist you.

While the Town of Farragut fully intends to abide by these provisions for as long as they are in effect, you should understand that this manual does not constitute a contract between the Town and any of its employees. Further, the *Policies and Procedures Manual* can and may be changed, in accordance with the Town's Municipal Code and state and federal laws, at the Board of Mayor and Aldermen's sole discretion at any time. No employee or other person enjoys any vested right to the continuation of any position, rules, regulations, policies, procedures, provisions, or employee benefits contained within this *Policies and Procedures Manual*.

No provision of this *Manual* shall be construed as an employment agreement or legal contract. Employment with the Town of Farragut can be terminated at any time, with or without cause, either by the employee concerned or by the Town. The Town reserves the right to modify or change the policies at its sole discretion without notice. It also reserves the right to not apply the policies in individual cases where application, in the opinion of the Town, is considered inappropriate. Any agreement for a specified period of time or contrary to the foregoing, if such agreement is to be made, shall be made in writing and signed by the individual employee and the Town Administrator.



Welcome to the Town of Farragut! We are delighted that you have chosen to join the Town and hope that you will enjoy a long and successful career with us. We also hope that you will find your employment with the Town to be an interesting, challenging and an enjoyable experience.

The Town of Farragut was incorporated in 1980 and is organized under the Board of Mayor and Aldermen form of government. We strive to provide the highest quality municipal services. Quality services, though, depend on each of us committing to do our best, all the time. We hope you will join our effort to build and improve upon our proud history.

The Town attempts to promote a feeling of understanding and respect among our employees. A key to our success lies in the quality and dedication of our employees. Each employee of the Town of Farragut plays a critical role in providing the Farragut community with the best possible service. We sincerely hope you will take pride in being an important part of the Town of Farragut's success.

Because of our belief in the importance of our employees, the Town of Farragut strives to promote a work environment where employees are treated with dignity and respect. If you have any ideas for improving the way the work is performed, or if you have any other suggestions or problems, you should feel free to discuss these matters with your Department Head or the Human Resources Manager. By working together as a team, the Town hopes to continue our tradition of providing excellent service to the Farragut community. Please take time to review the policies contained in this handbook.

Vision

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

Mission and Values

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

Critical Success Factors

- Providing Excellent Parks, Recreation, Cultural Amenities and Programs
- Building and Maintaining the Town's Infrastructure and Assets
- Enhancing the Town's Financial Position
- Supporting and Caring for a Committed Workforce
- Regional Leadership and Collaboration
- Promoting a Convenient Retail and Services Destination
- Advancing a High-quality Built Environment

Article I – General Provisions

Section A. Purpose

It is the declared purpose of these Policies and Procedures to establish and provide normal, orderly and uniform policies and procedures for employees in their service to the Town of Farragut, Tennessee under the direction of the Town Administrator.

These Policies and Procedures shall apply to all employees of the Town without regard to race, color, religion, national origin, age, sex, disability, veteran's status, military affiliation or obligation, genetic information or political affiliation, but shall not apply to those persons who are specifically exempted from coverage in accordance with these regulations. These Policies and Procedures shall be administered by the Human Resources Manager under the direction of the Town Administrator.

For simplicity's sake, all employees, whether male or female, are referred to by pronouns suggesting male gender. All use of the words "he", "him", or "his" is meant to include both genders and is in no way to be construed as being discriminatory.

This policy is not to be construed as a contract between the Town of Farragut and its employees and does not in any way imply or create any rights, contractual or otherwise, on behalf of the Town's employees. The Town may, at its sole discretion, alter or amend this policy or portions thereof at any time. This policy is established under authority of TCA 6-54-123.

Section B. Policy

It is hereby the declared personnel policy of the Town of Farragut that:

1. The Town shall neither cause nor permit discrimination because of race, color, religion, national origin, sex, disability, veteran's status, military affiliation or obligation, age, or genetic information. The Town shall make every effort to employ those individuals who are best qualified and capable of filling authorized vacant positions. The Town staff shall not practice prejudice, favoritism, discrimination or cronyism concerning fellow employees, citizens, vendors or visitors.
2. Continued employment with the Town shall be based on merit, performance, and individual ability and be free of favoritism, discrimination, and political considerations.
3. Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and effectiveness in the operation of the Town.
4. Positions having similar duties and responsibilities shall be classified and compensated on a uniform merit basis.
5. Appointments, promotions and other personnel actions or terms or conditions of employment requiring the application of the merit principle shall be based on a comprehensive employee evaluation and examinations where applicable.

6. Every effort shall be made to stimulate high morale by fair administration of this policy and by every consideration of the rights and interests of employees, consistent with the best interests of the public and the Town. Employees who believe this policy and/or these Policies and Procedures have been violated, either in the administration thereof or in the adherence thereto, should report such belief to their supervisor, Department Head or to the Human Resources Manager.

Section C. At-will Employment

No provision of this Human Resources Policies and Procedures Manual shall be construed as an employment agreement or legal contract. Employment with the Town of Farragut can be terminated at any time, with or without cause, either by the employee concerned or by the Town. The Town reserves the right to modify or change the policies at its sole discretion without notice. It also reserves the right to not apply the policies in individual cases where application, in the opinion of the Town, is considered inappropriate. Any agreement for a specified period of time or contrary to the foregoing, if such agreement is to be made, shall be in writing and signed by the individual employee and the Town Administrator.

Article II – Definitions

The following words, terms and phrases, when used in the Personnel Policies and Procedures Manual, shall have the meanings ascribed to them in this Article II.

Absence with Pay – Absence approved by the Supervisor and/or Department Head and for which compensation is received.

Absence without Pay – Absence from duty which is without pay due to no accrued annual or sick leave or an approved leave of absence without pay.

Absence without Leave – Unauthorized absence for which a leave request was either not made or denied.

Anniversary Date - The most recent date of employment in a regular position used to determine seniority or eligibility for promotion.

Annual Leave – Paid leave for approved time off from work which does not qualify for other types of paid leave. (See Article XVI, Section B)

Active Employee – An employee of the Town who is not on unpaid leave and is not receiving long-term disability benefits from or through the Town.

ADA – Federal Americans with Disabilities Act providing certain employment protections for individuals with qualifying disabilities.

Appeals – Procedures as prescribed by these regulations for appealing disciplinary actions and other individual grievances.

Applicant – An individual who has applied in writing and submitted a resume or has completed an application form for employment in response to an open position advertisement.

Application – A form or forms that are prescribed by the Human Resources Manager for use in applying for

positions with the Town.

Appointment – The offer to and acceptance by a person of a position either on a regular full-time, regular part-time or temporary basis.

Appointment Date or Employment Date – The original date of appointment to, or employment in, a budgeted position.

Authorized Representative – A person or persons possessing authority, authorized, and delegated by the immediate superior, who has the authority and power to delegate such authority.

Base Salary – An employee's actual salary amount in each pay range exclusive of all pay differentials and allowances.

Board of Mayor and Aldermen – The Mayor and other members of the Town Board of Aldermen who collectively serve as the governing body of the Town and are vested with the power to enact ordinances and resolutions for the Town.

Classification – The act of grouping positions into classes about: (1) duties and responsibilities; (2) requirements as to education, knowledge, experience and ability; and (3) tests of fitness. Classification allows an arrangement of positions whereby equal pay is given for substantially equal responsibility and authority.

Classification Plan – The plan approved by the Board of Mayor and Aldermen upon recommendation of the Human Resources Manager and the Town Administrator which places positions into pay grades.

Closing Date – The last date established for which applications can be received for a particular open position.

Compensation Plan – The official schedule of pay approved by the Board of Mayor and Aldermen assigning a range of pay to pay grades.

Compensatory Time – Time off from work in lieu of monetary payment for overtime worked.

Continuous Service – The most recent period of employment with the Town without a break in service as evidenced by separation from the Town payroll and Human Resources records.

Counseling – A verbal statement, which may be documented in written form, made to improve an employee's job performance or job-related behavior. Counseling is not disciplinary action and is not subject to appeal.

Demotion – Re-assignment of an employee from one position to another, the latter of which has a lower level of responsibilities and a lower maximum rate of pay and rank than the former.

Department – The primary organizational unit which is under the immediate charge of a Department Head.

Department Head – The Supervisor immediately in charge of a department, the primary organizational unit.

Departmental Rules – Any written policies, procedures or orders established by the Department Head and approved by the Town Administrator which dictate certain expectations, actions, rules or regulations. All departmental rules shall be consistent with these rules.

Disability – A physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment or is regarded as having such impairment.

Disciplinary Action – Action which may be taken by a supervisor when an employee fails to carry out designated position duties and responsibilities or to follow departmental rules or any provisions of these Policies and Procedures.

Dismissal – Disciplinary action which terminates an employee’s employment with the Town.

Employee – An individual who is employed by the Town and is compensated through the Town payroll for services performed.

Employee Development – Training programs for the purpose of improving an employee’s quality of service and productivity.

Evaluation – The system that has been established for use by supervisors to assess employee job performance.

Exempt Employee – A person employed in a bona fide executive, computer, administrative or professional capacity, as these terms are defined in regulations of the Secretary of Labor and the Fair Labor Standards Act (FLSA) and therefore exempt from the overtime requirements of the FLSA. To qualify for an exempt status, the requirements of the employee’s position must meet all of the pertinent tests relating to duties, responsibilities, and salary as stipulated in the applicable section of Regulations, 29 CFR Part 541.

Family Medical Leave Act (FMLA) – The Family Medical Leave Act is a federal law which applies to employers with over 50 employees within a 75 miles radius. This law allows employees who work a minimum of 1,250 hours over the previous 12 months, with one-year service, to take up to 12 weeks unpaid leave on a rolling year basis for their own or their immediate family members’ serious medical condition or other qualifying circumstances. Refer to Article XVI Section F.

Governing Body – The Board of Mayor and Aldermen of the Town of Farragut.

Immediate Family – For purposes of using sick leave and FMLA, “immediate family” shall mean present lawfully-married spouse, children (including natural, step and adoptive), parents (including natural, step and adoptive), and any other individual residing within the employee’s household who is a legal dependent of the employee for income tax purposes.

Inactive Employee – An employee of the Town who is either on unpaid leave or receiving long-term disability benefits from or through the Town.

Inactive Service – The period of time, if any, during which an employee of the Town is either on unpaid leave or receiving long-term disability benefits from or through the Town.

Intern – An individual, regardless of their age, who volunteers to perform services for the Town freely and without the anticipation of compensation for the purpose of gaining real-world experience and exposure to the kind of work tasks that are performed by municipal employees.

Job Description - A written document describing the essential functions of a job, additional functions, minimum qualifications and performance indicators.

Leadership Team – Consists of the Town Administrator, Assistant Town Administrator, Department Heads, and the Human Resources Manager.

Lay-off – The involuntary, non-disciplinary separation of an employee from a position because of shortage of work, materials or funds.

Leave – An approved type of absence from work as provided for by these Policies and Procedures.

Market Adjustment – The raising or lowering of all salary ranges for all job classifications based upon a job market analysis of comparable positions, job functions, and salaries.

Maximum Salary Rate – The maximum salary authorized by the pay plan for an employee within an assigned salary grade.

Merit Increase – An increase in salary above the standard job rate based on service that meets or exceeds the standard and/or expected performance of the assigned position.

Minimum Salary Rate – The minimum salary authorized by the pay plan for an employee within an assigned salary grade who meets the minimum requirements for the assigned position.

Military Training Leave – In accordance with TCA 8-33-109, the period of up to twenty (20) working days, with pay, per calendar year, granted to employees who are members of a Military Reserve Component. Military Training Leave is not charged to annual leave.

Nepotism – Favoritism shown to members of an employee's immediate family because of relationship rather than merit.

On Call – Being available for work outside of normal hours or a designated period of time.

New Hire – An applicant who has accepted a conditional offer of employment from the Town.

Non-Exempt Employee – A person employed in a position that is not in an executive, administrative or professional capacity, as these terms are defined in regulations of the Secretary of Labor. An employee in this position is subject to all provisions of the Fair Labor Standards Act (FLSA).

Occupational Disability or Injury Leave – A medically excused absence from duty because of an injury or illness sustained during employment and determined to be compensable (1) by the Town's workers' compensation insurance carrier and (2) under provisions of the Workers' Compensation law.

Official – When referring to a person, shall mean a member of the Town of Farragut Board of Mayor and Aldermen.

Overtime – Time worked by an employee more than the maximum hours allowed per work period under the Fair Labor Standards Act and as provided for herein. Generally, overtime is paid to non-exempt employees for all hours actually worked over 40 during a seven-day work period.

Overtime Pay – Compensation paid to an employee in accordance with federal regulations and these rules for overtime work performed.

Paid Status – Employees who are actively at work or who are paid by accrued annual and/or sick time.

Pay Plan - A schedule of pay ranges arranged by sequential rates including minimum and maximum salaries for each class assigned to a salary range.

Performance – The way in which an employee executes assigned duties and responsibilities.

Personnel File – An official file which is maintained in the Human Resources Department for each employee and generally consists of such items as application or resume for employment and records of transfers, promotions, demotions, reinstatements, reclassification, changes in pay, training, performance evaluations, leave, disciplinary actions and counseling interviews, etc.

Position – Any office or employment, whether occupied or vacant, full-time or part-time, consisting of a group of essential functions, additional functions and responsibilities legally assigned or delegated to one individual.

Probationary Employee – An individual who has not yet completed a probationary period.

Probationary Period – A trial period served after the initial selection process by all new employees before attaining regular status (the initial period), and upon a current employee's transfer or promotion into a new position (Article VIII, Section E), in which the employee is required to demonstrate his fitness for the position by the actual performance of the duty. The initial probationary period shall be six (6) months for all departments.

Promotion – Officially authorized re-assignment of an employee from one position to another, the latter of which has a higher level of responsibility and a higher maximum rate of pay and rank than the former.

Qualifications – The requirements of education, experience and other skills prescribed by the job description.

Rate of Pay – A specific dollar amount, expressed as an annual rate, a monthly rate, a bi-weekly rate, a weekly rate or an hourly rate.

Reasonable Accommodations – Job accommodations required pursuant to State and/or Federal Law.

Re-Classification – A classification action of a position by classifying it upward, downward or to a different type of position based on sufficient changes in the type, difficulty, or responsibility of work assigned to the position.

Records – All records maintained on each employee, both in the Human Resources Office and the department, such as the personnel file, attendance records, medical records, records of disciplinary actions, counseling records, pay and benefit records, training accomplishments, etc.

Reprimand – A type of disciplinary action, oral or written, denoting a violation of personnel regulations, which becomes part of the employee's personnel record.

Regular Appointment – Appointment without time limitation or special restrictions as to continued employment.

Regular Full-Time Employee – An individual that has (1) satisfactorily completed a probationary period, (2) been scheduled to regularly work at least forty (40) hours per week on a non-temporary basis. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions, and limitations of each benefits program.

Regular Part-Time Employee – An individual that has (1) satisfactorily completed a probationary period and (2) been scheduled to work regularly or intermittently less than thirty (30) hours per week on a consistent year-round basis. Regular Part-time employees do not meet the minimum hours required to receive the Town insurance and retirement benefits. However, they are eligible for pro-rated sick and annual leave and holiday pay subject to the terms, conditions, and limitations of each benefits program.

Resignation – Termination from the employment of the Town at the request of the employee.

Retaliation – Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights to complain about bullying or harassment, report a workplace injury claim, to request an accommodation for a disability, to request a religious accommodation, or other protected class accommodations. Retaliation may be physical, verbal, or non-verbal, including the use of social media.

Seasonal Employee – An employee holding a position other than regular, which is of a temporary, casual nature. The customary annual employment is six (6) months or less and the period of employment begins in approximately the same part of each year. Seasonal employees are not eligible for Town benefits unless specifically stated otherwise in Town policy or are deemed eligible according to benefit plan documents.

Seniority – Length of service as a Town employee.

Separation – The termination of employment from the Town for any reason.

Service Awards – An award given for a period of continued service.

Sick Leave – Approved absence due to non-occupational illness, injury, or health maintenance for the employee. Sick leave shall be considered a benefit and not a right for employees to use at their discretion.

Supervisor – Any individual having authority on behalf of the Town to assign, direct, discipline, and evaluate the job-related performance of other employees, if the exercise is not a mere routine or clerical nature but requires the use of independent judgment.

Suspension – An enforced leave of absence for disciplinary purposes or pending investigation of charges made against an employee, which may be with or without pay as decided by the employee's Department Head or the Town Administrator.

Terminal Leave – Leave granted to a retiring employee following his/her last workday and usually consisting of unused, accrued vacation time, one-half of accrued sick time (Article IX, Section J.) and/or compensatory time.

Terminal Pay – The compensation paid to a terminating employee following the last workday.

Terminating Employee – An employee of the Town who is ending employment due to resignation, layoff, death, retirement or dismissal.

Termination – The cessation of employment with the Town due to resignation, layoff, death, retirement or dismissal. Also, the separation of a probationary employee for failure to meet legal requirements for employment.

Town Administrator – The highest-ranking appointed officer of the Town, appointed by the Town Board of Mayor and Aldermen. Terms and conditions of employment for the Town Administrator shall be governed by an Employment Agreement approved by the Board of Mayor and Aldermen.

Town – Shall mean the municipal government of the Town of Farragut, Tennessee.

Town Business Days – Shall mean any Monday, Tuesday, Wednesday, Thursday or Friday, except holidays observed by the Town, of any week.

Transfer – Re-assignment of an employee from one position to another position.

Vacancy – An unoccupied budgeted position within the Town.

Volunteer – An individual, regardless of their age, who volunteers to perform services for the Town freely and without anticipation of compensation for charitable, civic or humanitarian purposes.

Work Day – Scheduled number of hours an employee is required to work per day.

Work Week – The number of hours regularly scheduled to be worked during any seven (7) consecutive days; usually forty (40) hours; beginning on Saturday at 12:00 a.m. and ending Friday at 11:59 p.m.

Article III – Coverage

All regular full-time employees are covered under these personnel policies and procedures. Part-time, seasonal and temporary employees are subject to all regulations but do not have access to benefits except as otherwise noted. Excluded from the provisions of these policies and procedures are:

1. The Board of Mayor and Aldermen;
2. Members of appointive boards, commissions or committees who are not Town employees;
3. Consultants, advisors and counsel who are engaged by the Town on a fee or contractual basis;
4. Town Attorney;
5. Town Judge;
6. Town Administrator.

Article IV – Administration

The Board of Mayor and Aldermen shall be responsible for establishing and approving personnel policies and the position in the Classification Plan and Compensation Plan and may change the policies and benefits as necessary. They also shall make and confirm appointments when so specified by the general statutes, Town Charter or Municipal Code.

The Town Administrator shall have the responsibility for the personnel program as set forth in Chapter 4 of the Town Charter and Title 1, Chapter 2 of the Municipal Code and subject to the powers vested in the governing body by charter. The Town Administrator specifically shall:

1. Recommend to the Board specific personnel positions, as may be required for the needs and operations of the Town;
2. Recommend personnel policies and procedures to the Board;
3. Authorize the appointment, dismissal, promotion, or demotion of any employee of the Town in accordance with the personnel policies adopted by the Board;
4. Designate a Human Resources Manager who shall be responsible for the administration and technical direction of the Town's personnel program.

The Human Resources Manager shall assist in the preparation and maintenance of the position classification plan and the pay plan and perform such other duties in connection with a modern personnel program as the Town Administrator shall require. All matters dealing with personnel shall be routed through the office of the Human Resources Manager who shall maintain a complete system of personnel files and records.

Under the authority and direction of the Town Administrator, the Human Resources Manager may:

1. recommend rules and revisions to the personnel system to the Board of Mayor and Aldermen for consideration;
2. recommend revisions to the position classification plan, pay plan, and benefit plan to the Board of Mayor and Aldermen for approval;
3. determine which employees shall be subject to the overtime provisions of FLSA;
4. establish and maintain a roster of all persons and authorized positions in the municipal service, setting forth each position and the employee, position title, position grade, salary, any changes in position title and status, and such data as may be desirable or useful;
5. develop and administer recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
6. ensure annual performance evaluations are conducted for each employee;
7. develop and coordinate training and educational programs for Town employees;
8. investigate periodically the operation and effect of the personnel provisions of this Policy; and
9. perform such other duties as may be assigned by the Town Administrator not inconsistent with this policy.

Article V – Classification Plan

Section A. Purpose

The Classification Plan provides a complete inventory of all positions in the Town's service and an accurate description and specification for each class of employment. The Classification Plan standardizes titles, each of which is indicative of a definite range of duties and responsibilities and has the same meaning throughout the plan.

Section B. Composition of the Classification Plan

The Classification Plan shall consist of:

1. A grouping of classes of positions into a numbered pay grade which reflects the relationship of job duties which are approximately equal in difficulty and responsibility, which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions; reflecting the hierarchical structure of the organization;
2. Written job descriptions for each class of positions; and
3. Physical standards for performance of the duties of the position.

The grouping of classes will be accomplished by using rating factors of job descriptions based on training and ability, level of work, physical demands, independence of actions, supervision exercised, experience required, human relations skills, working conditions/hazards, and impact on the end results.

Section C. Use of Job Titles

Job titles are to be used in all personnel, accounting, budget appropriation and financial records of the Town. No person will be appointed or employed in a regular full-time position in the Town service under a job title not included in the Classification Plan.

Section D. Use of Job Descriptions

Job descriptions are to be interpreted in their entirety and in relation to others in the Classification Plan. Phrases or examples are not to be isolated and treated as a full definition of the class. Job descriptions are deemed to be descriptive and explanatory of the kind of work performed and not necessarily inclusive of all duties performed.

Section E. Use of the Classification Plan

The classification plan shall be used:

1. As a guide in recruiting and examining candidates for employment.
2. In determining lines of promotion and in developing employee training programs.
3. In determining salaries to be paid for positions within the classification plan.
4. In providing uniform job terminology understandable by all Town employees and by the public.

Section F. Administration of the Classification Plan

The Human Resources Manager is charged with maintenance of the classification plan to assure that it reflects the duties performed by each employee covered in the plan and the class to which each position is allocated. It is the HR Manager's duty to examine the nature of the classes and to update the classification plan as necessary by changes in the duties and responsibilities of existing positions, and periodically to review the entire classification plan and recommend changes to the Town Administrator. (See also Article IX Compensation Plan).

Section G. Allocation of Positions

When a new position is established, or duties of an existing position change, Department Heads shall submit in writing a comprehensive job description describing in detail the duties of such a position. The job description will contain a general description of the position, essential functions, and additional duties of the job. It should be noted that these are not entirely inclusive or descriptive of all duties. The job description will also contain minimum training and qualifications; physical, cognitive, and sensory standards required to perform essential job functions; and whether the position is eligible for telecommuting. The minimum qualification standards on job descriptions should serve as norms for applicants coming into the position to assure that the best qualified individuals are selected for the position based on merit and efficiency.

The Human Resources Manager shall thereupon investigate the actual or suggested duties and shall then make a recommendation to the Town Administrator as to the appropriate class allocations or the establishment of a new class. The Town Administrator shall make the final decision as to reclassification of employees into positions authorized by the Board of Mayor and Aldermen in the Town's Classification and Pay Plan.

Article VI – Recruitment

Section A. Policy

Selection for employment with the Town of Farragut shall be based on qualifications, without regard to race, color, religion, national origin, political affiliation, veteran's status, military affiliation or obligation, genetic information, disability, sex or age, except where age is a bona fide occupational qualification requirement, and in accordance with other federal or state regulations. No political test or qualification is permitted as a qualification in selection. Appointments to and retention in positions in the Town of Farragut which violate the nepotism policy (Article XXIII Section L) are not permitted.

It is the policy of the Town to promote qualified employees to more responsible positions whenever possible. When a vacancy exists, the Department Head shall submit a Personnel Requisition to the Human Resources Manager. Personnel requisitions must be approved by the Town Administrator before the vacancy is advertised or posted by the Human Resources Manager. It is the policy of the Town that the recruitment and selection of an applicant for employment shall be based upon that individual's qualifications, competency and potential, and shall not be influenced by race, color, religion, national origin, age, sex, veteran's status, military affiliation or obligation, political affiliation, disability, or genetic information. Individuals shall be recruited from a wide geographic area to assure obtaining well-qualified applicants for various types of positions. Recruitment shall not be limited to the residents of Farragut. The primary objective of this hiring

policy is to ensure compliance with the law and to obtain the best qualified individual to serve the citizens of the Town.

Section B. Job Postings; Transfers; Promotions

The Human Resources Manager shall ensure the posting of all authorized positions as they become vacant for the purpose of informing Town employees. Once a personnel requisition has been filed, the Human Resources Manager, in consultation with the Department Head, will determine whether an external competitive search or an internal search will best serve the interests of the Town. Internal vacancies shall be posted Town-wide.

Applications for employment shall be accepted only when a specific vacancy is announced and only until the closing date of the vacancy. All applicants must be required to complete a Town application form either in hard copy or on the Town website. However, resumes, transcripts, training certifications and other certifications may be attached and, in some cases, may be required to judge the applicant's merit and fitness.

Transfer or promotion of an employee within that employee's department shall be reviewed by the Human Resources Manager and approved by the employee's Department Head and the Town Administrator.

Lateral transfers shall be made only after evaluating whether the transfer is in the best interest of the Town and the employee. Finding a capable replacement for the employee who is seeking a transfer will be considered.

Transfer or promotion of an employee from one department to another shall be coordinated through the affected Department Heads and the Human Resources Manager and shall be subject to the approval of the Town Administrator. Generally, employees are not eligible for promotion or transfer to another department during the probationary period. Employees with two years of Town service are eligible for transfers and/or promotions. The employee must have both a satisfactory performance record and no adverse disciplinary action during the twelve (12) months immediately preceding the closing date for application submittal.

Section C. Notification

The Human Resources Department shall prepare recruiting notices to publicize vacancies and to secure applicants for vacant positions.

Section D. Minimum Qualifications

The Human Resources Manager, in consultation with the Department Head concerned, shall review the minimum qualifications as specified in the current job description. Upon approval by the Town Administrator, such requirements shall be announced in all vacancy and/or promotional announcements.

Section E. Rejection of Applicants

The Human Resources Manager may reject any new applicant for employment if it is determined that the applicant is not qualified for the job. The reasons for rejection may include, but are not limited to, any one

or more of the following: the application was not timely filed on the prescribed form; the applicant does not possess the minimum qualifications; the applicant has established an unsatisfactory employment or personnel record of such a nature as to demonstrate unsuitability for employment; the applicant has made a false statement of any material fact; the applicant is unable to perform the essential functions of the position with or without reasonable accommodation; the applicant tests positive on a post-offer, pre-employment drug test; the applicant does not reply to mail or telephone inquiry; the applicant fails to accept appointment within the period of time prescribed in the offer; another more qualified applicant is selected for the position; or the applicant was previously employed and was removed for cause or resigned not in good standing.

Section F. Examinations

Applicants may be subject to competitive examination. All examinations shall fairly and impartially test those matters relative to the ability and fitness of the applicant to efficiently perform the duties of the positions to be filled.

Examinations may consist of one or more of the following types: A written test of required knowledge; an oral interview by the supervisor and/or the Department Head and/or an oral interview panel established to assess the knowledge, skills and abilities of the applicants; a performance test of manual skills; or an evaluation of training and experience. The Human Resources Manager will make reasonable accommodations in the examination process to disabled applicants requesting such accommodations.

Section G. Conditional Offer of Employment

Following a verbal offer of employment, all offers of employment shall be made in writing by the Human Resources Manager or Town Administrator's designee and will specify the conditions that must be met before a they may start work.

Section H. Medical Exam

After a conditional offer of employment and prior to the first day of employment with the Town, all regular full-time new hires shall be required to undergo and pass a medical examination to determine physical fitness to perform the essential functions of the position for which they have been offered employment. Such physicals shall be job-related and in accordance with the Town's drug and alcohol testing policy.

Section I. Background Checks

The Town shall conduct appropriate background checks on all final candidates for employment in accordance with state and federal law. The scope and nature of this background check may vary based upon the type of position being filled. Upon reporting to work, all new hires will have their social security numbers verified along with their ability to legally work in the USA using E-Verify. Negative results may or may not impede employment depending upon an individualized analysis of the job duties of the position applied for, the nature and gravity of the criminal offense or conduct, the number of offenses, the length of time since the offense or conduct, the age at the time of the offense, and the work history following the offense.

Article VII – Appointments

Section A. Procedure

The Fair Labor Standards Act requires that employees of state and local government be at least 16 years of age for most non-farm jobs and 18 years of age to work in non-farm jobs declared hazardous by the Secretary of Labor. Minors 14 and 15 years of age may work outside school hours under certain conditions.

When a vacant position is to be filled, the Human Resources Manager will certify a list of qualified candidates for that position. The Department Head will select applicants to interview and subsequently choose a candidate for employment from this list. All offers of employment, except promotions, transfers, and demotions made within the same department, shall be made by the Human Resources Manager. In the event a vacancy is filled within the same department, the Department Head may make the offer documenting the action.

The Town Administrator may authorize a temporary promotional appointment of an existing employee. No such employee shall remain in a temporary promotional appointment status for more than six (6) months unless the Town Administrator determines that the situation warrants an extension of time. Employees temporarily promoted will be compensated according to Article IX, Section B of this manual after assuming the full responsibilities and duties of the higher position for more than twenty (20) working days. By the conclusion of six (6) months, the employee shall either be returned to their original position or an extension must be granted with the approval of the Board of Mayor and Aldermen.

Section B. Regular Full-time, Regular Part-time and Seasonal Employees

Regular full-time employees shall be paid a weekly salary or at the approved hourly rate for all hours worked. All regular full-time employees are eligible for: (1) group health insurance, group life insurance, and group accidental death and dismemberment coverage under the Town's group policies; (2) a defined contribution retirement plan; and (3) pay adjustments as specified for all employees.

Regular part-time employees shall be paid an hourly rate for all hours worked per week and are not eligible for group insurance benefits or retirement benefits. Regular part-time employees, scheduled to work a set number of weekly hours (not intermittent hours) year-round may accrue pro-rated sick leave, annual leave, and holiday pay. Regular part-time employees are eligible for pay adjustments as specified for all employees.

A seasonal employee is any employee hired to work on a temporary, casual basis (such as for the growing season, sports season,), regardless of the number of hours worked per week. Seasonal employees do not receive Town benefits, unless specifically stated otherwise in Town policy or they are deemed eligible according to benefit plan documents but may be eligible for market pay adjustments as specified for all employees. Seasonal employees may be dismissed at any time without right of appeal as provided herein for regular employees.

Section C. Types of Appointments

Original Appointment – When a non-employee passes all the pre-conditions to employment and accepts a final offer of employment with the Town.

Re-employment – When a former employee is reinstated to the same or similar position which may or may not be equal to the original position. Former employees, who leave the Town in good standing and were classified as eligible for rehire, following approval by the Human Resources Manager, may be considered for reemployment. An application must be submitted to the Human Resource Manager for approval, and the applicant must meet all minimum qualifications and requirements of the position, including an interview, when required. Previous tenure will not be considered in calculating longevity, leave accrual or any other benefits.

An applicant or employee who is involuntarily terminated for violating policy or for poor performance, or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Temporary Appointment – The Town Administrator may authorize the appointment of any qualified person to a position in the case of an emergency or when the Town is unable to fill a vacancy because of an insufficient number of applicants.

Promotional Appointment – A promotion is an assignment of an employee from one position to another which has a higher pay grade, rank, and responsibility as described in Article X.

Student / Intern Appointments – The purpose of an internship is to help students gain practical experience, become acquainted with professionals in their field of interest, and develop an understanding of professional responsibilities and effective working relationships. Interns may be assigned to one department or on a rotational assignment to several departments where they are provided with specific job assignments. Interns may be paid or unpaid. Hours for interns are flexible, depending on the intern's needs, but may not exceed 1,040 hours in any consecutive 12-month period. All Interns must sign the appropriate liability release form.

Section D: Internship Expectations

All Interns are allowed by the Town to participate as Interns on the condition that they are doing so to gain real-world experience and knowledge of the tasks performed by municipal employees, and without the anticipation of compensation. Prior to their participation as an Intern, all individuals will be required to sign a writing stating the foregoing and affirming the following:

- There had been no promise of employment following their time acting as an Intern;
- That the Intern understands that he or she is required to follow all employment policies of the Town even though he or she is not an employee;
- That at all times while acting as an Intern, he or she will conduct themselves professionally, honestly, ethically and will not involve themselves in conflicts or disagreements with others;
- That in the event of an accident or injury, the Intern understands that he or she is not covered by the worker compensation laws or insurance coverage of the Town, and as a condition of participating as an Intern, releases the Town, its employees, officers, agents and volunteers from any and all claims of liability of any kind, regardless of the cause, that occurs during the period of the internship, and assumes the risk of injury or harm inherent in acting in the capacity of an Intern.

Should the writing described herein be misplaced or not be signed by one acting as an Intern, the receipt of these Town of Farragut Policies and Procedures and the act of being in the capacity of an Intern shall constitute an Intern's binding agreement to all of the foregoing with respect to the Intern position.

Article VIII – Probationary Period

Section A. Policy

It is the policy of the Town that all new employees in regular full-time, regular part-time and temporary positions be placed in a probationary status upon being hired. The probationary period is an integral part of the Town's evaluation process and shall be utilized by the Department Head and/or supervisor as an opportunity to observe the probationary employee's work, to train, to aid the probationary employee in adjusting to the position, and to dismiss any probationary employee whose performance or attendance fails to meet acceptable standards.

Section B. Duration

All new employees in regular full-time and regular part-time positions shall be in a probationary status for six (6) months from the date of hire.

Section C. Evaluation and Completion of Probation

The supervisor shall evaluate the performance of the probationary employee at six (6) month and annually thereafter. Additional evaluations may be completed prior to these intervals if necessary, to address performance problems. The evaluations shall be documented on a designated form. Upon satisfactory completion of the probationary period, as indicated by a performance evaluation score of "meets expectations" or above, the employee shall be classified as a regular full-time or part-time employee. If the performance evaluation does not "meet expectations", the probation may be extended for up to six (6) additional months in the Town's absolute discretion or the employee may be dismissed.

Section D. Dismissal of Probationary Employee

At any time during or following the conclusion of the probationary period, an employee may be dismissed by the employee's respective Supervisor with or without cause and with no right to appeal as provided for regular employees herein.

Section E. Transferred or Promoted Regular Employees

Regular full-time or regular part-time employees who are transferred or promoted to a new position at their request must serve a six-month probationary period in the new position. If performance is not satisfactory in the new position, then the employee may again be reassigned if a position for which the employee is qualified is available. The Town will make every reasonable effort to provide continued employment for the employee. However, the Town makes no guarantee that a position will be available for such employee. The probationary status shall not deprive the employee of any benefits that would have been received had the employee not been placed in the new probationary period (provided the employee successfully completed the initial probationary period from the first date of hire). Regular full-time and regular part-time, who are transferred by management may serve a six (6) month at management's discretion.

Section F. Pay for Performance

An employee will not be eligible for pay for performance salary increases until the employee has satisfactorily completed the probationary period.

Article IX – Compensation Plan

Section A. Policy

The Board of Mayor and Aldermen shall establish the parameters for salaries and annual merit pay increases as part of the annual budget process and approval. Within the budget appropriations authorized by the Board of Mayor and Aldermen, the Town Administrator will develop and implement a merit pay and cost-of-living program in conjunction with the required performance evaluations. The merit pay program and cost-of-living adjustments are subject to budget restriction and annual Board approval. The Town's Compensation Plan is based upon prevailing wage rates, economic conditions, competitive market salary surveys, labor market influences and internal equity.

The primary objective of the Town's compensation program is to attract, retain, motivate, and reward qualified employees who demonstrate a commitment to the Town of Farragut and its mission to be a leading municipality in the state. Employees are expected to be faithful stewards of the accountabilities, responsibilities, and resources entrusted to them.

In return, the Town is committed to compensating employees fairly based on job responsibilities and accountabilities, and doing so without regard to race, sex, age, religion, national origin, or disability and in compliance with all applicable laws and regulations.

Section B. Administration of the Compensation Plan

Human Resources Manager, under the direction of the Town Administrator, shall administer and maintain the Town's Compensation Plan. The Compensation Plan for salary and wage administration is as follows:

1. The Town utilizes a total compensation philosophy which includes base pay, performance-related pay, employee benefits, and retirement compensation.
2. To provide compensation that is competitive with other like municipalities and governmental organizations with whom the Town competes for human resources, the Human Resources Manager shall be responsible for conducting compensation and benefits surveys, salary surveys and/or reviewing studies of salary ranges and making recommendations for position and salary range changes in order to measure competitiveness of the Town's salary structure in the market.
3. Establishment of a salary range midpoint for each position which corresponds to the competitive market average (or mean) for this position, with appropriate range spreads developed from this midpoint to determine range minimum and maximum salaries. These spreads are to allow flexibility in the administration of actual salaries to be paid individuals recognizing various levels of job performance, contributions, experience and qualifications, and time in position.
4. All starting salaries for new hires shall be a recommendation of the respective Department Head subject to review by Human Resources Manager and the approval of the Town Administrator.

5. The minimum of the salary range for the position classification is for new hires with little to no experience.
6. For positions that require special technical knowledge, expertise or certifications and/or for which there is a small pool of qualified applicants, new hires with proven related experience may be hired above the minimum but generally no more than the midpoint of their respective salary range and not at a salary higher than current employees with comparable experience who are performing satisfactorily in the same position. A Department Head must submit a written recommendation for any starting salary above the minimum to the Town Administrator for review and approval.
7. The Town Administrator shall document the starting salary in a letter confirming acceptance of a verbal job offer by the selected candidate.
8. Depending upon annual salary budget guidelines and other economic factors, regular employees shall be evaluated for merit-based salary adjustments annually. The individual employee's performance, attendance record, and efforts for self-improvement shall be factors in determining the adjustment of salary within the salary scale.
9. Normally annual rate-of-pay adjustments, including merit-based, cost-of-living (COLA), and market adjustment, if any, may be made effective with the first full pay period in July of each fiscal year subject to budget approval by the Board of Mayor and Aldermen.
10. Recognize that the salary range midpoint for a range represents a fully competitive salary for that position in the market, assuming acceptable job performance by that employee. Salary increases for positions above the midpoint may be awarded for employees achieving exemplary annual performance reviews.
11. Employees may not receive additional base pay increases above the maximum of their salary range. Depending on budgetary constraints, these employees may be eligible for one-time bonuses as approved by the Board of Mayor and Aldermen.
12. The Town, in its sole discretion, may add a cost of living adjustment (COLA) depending on budget constraints as approved by the Board of Mayor and Aldermen.
13. When an employee in one classification is promoted to a position in another classification, then the rate of pay upon promotion shall be based upon the following:
 - a. When an employee is promoted to a higher salary grade the employee shall receive a pay increase of not less than 5.0% or the minimum rate of pay for the new position range, whichever is greater. The Town Administrator has discretion to establish a higher initial salary not to exceed the maximum rate of pay for the higher classification.
 - b. In determining the rate of pay, the Town Administrator shall consider a comparable rate of pay if the position was filled by an external candidate with similar education, experience, and ability. Employees who are promoted shall be placed on probationary status in accordance with Article VIII of this *Human Resources Manual*.
14. In the case of disciplinary demotion, performance-based demotion, voluntary demotion or demotion through no fault of the employee, the employee's salary shall be reduced accordingly.
15. Occasionally there may be compelling reasons to grant salary increases for reasons other than performance or promotion. Such reasons may be based on labor market conditions or to correct identified salary inequities. Any such salary adjustments will be treated as an exception to policy and must be approved by the Town Administrator.
16. In no case shall an employee's salary be less than the minimum or more than the maximum for their current pay grade.

Section C. Adoption or Rejection of the Compensation Plan

The Human Resources Manager, under the direction of the Town Administrator, shall develop a uniform and equitable Compensation Plan consisting of a minimum, midpoint, and maximum range of pay for each class of positions. The salary range mid-point for each position corresponds with the competitive market average (mean) for the position. Additionally, the mid-point represents a fully competitive salary for that position in the market. Salary ranges for each class shall be coordinated with the position classification plan and shall be based upon the ranges of pay for other classes, requisite qualifications, general rates of pay for comparable work in public and private employment in the area, cost of living data, maintenance of other benefits received by employees, the financial policy of the Town, and other economic considerations. Salary ranges have a consistent numeric relationship with one another. The Compensation Plan shall be submitted to the Board of Mayor and Aldermen for approval and adoption.

The Compensation Plan may be amended from time to time, as circumstances require, in accordance with the above provisions and approval of the Board of Mayor and Aldermen.

Section D. Payroll Processing

The Town processes payroll on a biweekly basis. For pay purposes, the work week for all employees is Saturday at 12:00 AM through Friday at 11:59 PM. Pay checks and/or stubs will be available on the Friday following the end of each two-week pay period.

It is the policy of the Town to deduct from an employee's paycheck only those amounts that are required by law or authorized by the employee. Employees will be notified of deductions due to court orders, such as child support or garnishments, in accordance with such orders.

It is the Town of Farragut's policy to comply with applicable wage and hour laws and regulations. Improper pay deductions specified in Title 29 of the Code of Federal Regulations 541.602 (a) may not be made from the pay of employees who are subject to the salary basis test under the FLSA. If you believe that an improper or unauthorized deduction has been made from your paycheck, it is your duty to report your complaint to the Human Resources Manager. If, upon investigation, the deduction was improper, you will be reimbursed for the deduction and the Town will make the appropriate change to its payroll system. It is the Town's policy that no adverse action (i.e. retaliation) will be taken against any employee who takes advantage of this complaint procedure. Any required corrections identified after the payroll has been processed will be made on the next biweekly payroll.

Section E. Direct Deposit

Direct Deposit is available and encouraged for all employees.

Section F. Overtime and Compensatory Time

Overtime is computed and paid according to current Federal Fair Labor Standards Act criteria and regulations. Overtime for non-exempt employees shall only be authorized by express advance approval of the supervisor, Department Head, other authorized department designee, or the Town Administrator, except in the case of an emergency.

Non-exempt employees required to work overtime may be compensated with time off (compensatory time) or paid for such overtime as determined by the Department Head. Hours worked does not include holiday,

sick and annual leave. Non-exempt employees may accumulate up to a maximum of forty (40) hours of compensatory time. For an employee, who has reached the maximum compensatory time accrual of forty (40) hours and earns additional overtime before any of the accrued compensatory time can be used, said additional overtime shall be paid at the rate of time and one-half (1½). Compensatory time shall be used before using annual leave time. Employees may use compensatory time on the date they request unless doing so would “unduly disrupt” the operations of the Town. The Town reserves the right at any time to pay an employee accrued compensatory time at time and one-half (1½) the employee’s regular rate of pay. Upon termination of employment an employee shall be paid for unused compensatory time at not less than the average regular rate received by the employee during the last three years or the final regular rate at termination, whichever is higher.

Regular full-time employees who are in executive, administrative, or professional positions as defined by the Fair Labor Standards Act are exempt from the overtime provisions of the Act. Whenever a salaried exempt employee requests a period of absence equal to or greater than one-half (½) day, said employee shall obtain approval by the Town Administrator or his designee. Annual leave or sick leave will be utilized for absences of one-half days or longer.

All employees, whether exempt or non-exempt, are required to fully and accurately report hours worked on the appropriate forms and forward to the Department Head or designee for approval. The Administration Department shall maintain all payroll records.

Nonexempt Employee Electronic Communications outside of Work Hours

Employees of the Town of Farragut may perform job duties using a variety of electronic communications, including cellphones, laptop computers and email.

As with other types of authorized work, all time, that is not di-minimus, spent by nonexempt employees using electronic communications for work purposes will be considered hours worked; the time is compensable and will count toward overtime eligibility as required by law. Therefore, electronic communications should not be used outside regularly scheduled work hours unless required by management. This includes all types of work-related communication; for example, nonexempt employees should not check for, read, send or respond to work-related e-mails outside their normal work schedules unless specifically authorized based on job duties or direction by management to do so. If management directs an employee to engage in such activities, the employee must report the hours worked as compensable time.

Nonexempt employees using electronic communications for work-related correspondence outside of work hours without authorization will be considered non-compensable time.

Section G. Emergency Call-Outs

A non-exempt employee who is called out by his/her supervisor, Town Administrator, security company, or other agent of the Town on official Town business such as an alarm call on the Town Hall or Public Works Facility, a public works emergency such a tree in the street, reset of a traffic light, traffic sign replacement due to an accident, etc. shall be paid for a minimum of 2 hours of service or the extra hours worked at a rate of one and one-half (1½) times the regular rate of pay, whichever is greater.

If a non-exempt employee is called back to work for an emergency after the normal work shift has ended and after the employee has left the work premises, then compensation for the extra hours worked shall be at a rate of one and one-half (1½) times the regular rate of pay. A call back is not an extension of regular duty hours or prearranged scheduled overtime by the employee’s supervisor or scheduled training or meetings. No less than two (2) hours shall be granted for such time in a single day. If an employee is called back to

work more than once in a day, there must be a break of two hours between the end of one call and the beginning of the next. If there is not a break of two hours, then the time will be counted from the first call.

Section H. Holiday Pay

Regular full-time employees shall receive payment for eight (8) hours of holiday pay per holiday. Regular part-time employees, who work a consistent number of hours per week year-round, shall receive up to four (4) hours of holiday pay per holiday. Both regular full-time and regular part-time employees are paid at double their base pay rate for hours worked on a holiday. Seasonal and temporary workers do not receive holiday pay.

Holidays that fall in the middle of periods of paid sick or annual leave will be charged as holidays. Employees are not paid for holidays while on terminal leave, leave without pay, and suspension without pay or workers compensation total temporary disability (TTD).

To be eligible for holiday pay, regular full-time and regular part-time non-exempt employees either must not have been absent from work on the work-day before or after the holiday or must be in paid status for the regularly scheduled working day immediately preceding and immediately following the holiday. An exempt employee must be in a paid status on the days immediately preceding and immediately following the holiday to receive holiday pay.

When an employee is required to work on Independence Day to assist in the Town's annual activities, said full-time employee will be compensated as follows:

- Non-exempt employees are paid for eight (8) hours at their overtime time pay rate (12 hours at straight time rate) plus eight (8) hours annual leave.
- Exempt employee shall receive twelve (12) hours of annual leave.

If the holiday falls on a weekend, the above applies plus employees who work the Independence Day Parade must take the official Town observed holiday, either Friday or Monday, with the approval of their Department Head. Annual Leave will be added to the total available annual leave through the payroll system on the pay period following Independence Day. See Article XVI, Section A for the Holiday Schedule.

Section I. Service Recognition

Each year, employees who have completed five, ten, fifteen, twenty, and subsequent five-year additional incremental periods of service with the Town will receive a longevity Service Award. Employees eligible for such service awards will be notified of the time and place of the presentation.

Section J. Terminal Pay /Terminal Leave

Employees who are eligible for retirement may be paid for accumulated, unused sick leave allowance as of the effective date of retirement (at the employee's regular straight time rate of pay in effect as of the date of retirement) at a 50% rate of the total accumulated sick leave up to a maximum of ninety (90) sick days plus any accrued annual leave (terminal pay); or they may be granted an equal amount of paid retirement leave (terminal leave) in pay-period increments immediately preceding retirement at the employee's choosing. All benefits cease when retirement pay begins. Only retiring employees are entitled to compensation for accumulated, unused sick leave.

All terminal pay shall be paid at the employee's regular rate of pay at the time of termination from the Town. Terminal pay shall be paid lump sum, on or by the regular payday for the pay period during which the employee separates from the Town. The Town shall not match 401(k) contributions on terminal pay. Any request to pay terminal pay other than lump sum must be approved by the Human Resources Manager and Town Administrator. All accrued sick and annual leave terminal pay shall be paid by using a separate check(s) from the regular paycheck.

Section K. Employee Recognition Program

Recognizing and rewarding excellent results and contributions of staff members is important to the Town of Farragut. The Town's total compensation program for regular full-time employees consists of four components: base salary, benefits, retirement, and employee recognition awards. The recognition component provides opportunities to recognize and reward individual employees and teams and to celebrate their successes as we continue to build Farragut as the municipal government of choice in Tennessee.

Employee Recognition Awards

There are three types of recognition. First is the longevity service award which is presented to employees upon meeting an employment milestone in five-year increments of service. Secondly, employees may be presented Level A or B awards with a value of \$25-\$100. Finally, individual employees or team/project groups who make exceptional contributions are eligible for the Excellence Awards. Examples of awards are providing outstanding service, implementing a new idea which saves significant time or money, completing a significant project, contributing to the success of a team initiative or contributing above and beyond what is expected, earning a professional certification or college degree which is not a job requirement.

All nominations shall be reviewed by Human Resources and approved by the Town Administrator. With the Town Administrator's approval, Department Heads may use their discretion to present awards that differ from the suggested amount/form.

Eligibility/Awards

- Level A: Employees or teams can be nominated for an Employee Recognition Award by a department head or a co-worker with the department head's approval. This award level is a \$25 gift card.
- Level B: Employees may be nominated for this Level by a department head or co-workers with the department head's approval. This award level is for a gift card amount up to \$100.
- Excellence Awards must be nominated by department heads. Excellence Awards maybe either gift cards or cash bonuses ranging from \$100-\$1,000.

An Employee Recognition Award should be made as close to the performance or result as possible.

Award Criteria

Award criteria are designed to monitor performance in five major categories: financial, customer service, efficiency improvement, strategic and organizational development, and applicable personal achievement. Examples of specific measures or results which fall under these categories are illustrated below.

Financial

Significant individual or team contributions that result in:

- Reduced expenses.
- Energy savings.
- Improved work output within a set time frame.

Customer Service

- Providing outstanding customer service to citizens, developers, volunteer committees, or co-workers.
- Working above and beyond normal expectations to reduce backlog or support process change and/or conversions.
- Improving timeliness and/or quality of service.

Operational/Efficiency Improvement

Developing and/or implementing ideas that improve internal work processes like improvement in communication effectiveness, Citizen Request resolutions across departmental lines, project completion on time and within budget, improvement in the bid process, etc.

Strategic and Organizational Development

- Building outstanding relationships with citizens, vendors and other governmental entities.
- Making substantial strides to obtain needed skills/competencies.
- Significant contributions to the learning and development of Town employees.

Personal Achievement

- Acquiring a professional certification which adds to the quality of work that the individual brings to the job.
- Completing a college degree which adds to the quality of work that the individual brings to the job or is necessary for a different Town job.

To nominate an individual, complete the Employee Recognition Award form which is located on the Public drive or available through the HR Manager. The Town Administrator has the sole discretion to approve (or not approve) all Recognition Awards.

Article X – Promotions

Section A. Policy and Procedures

It is the policy of the Town of Farragut to hire employees for entry level positions, to provide training and development for employees, when necessary, and to offer employees promotions to higher level positions when deemed appropriate. All employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their supervisor, Department Head and/or Human Resources Department. An internal candidate's eligibility for promotion will be determined by the requirements of the new open position for which they apply. The employee must have both a satisfactory performance record and no adverse disciplinary actions during the twelve (12) months immediately preceding the closing date for application submittal.

Promotions shall be based on merit, efficiency and fitness (determined by competitive evaluation, if practical). This evaluation shall consider the qualifications of the candidates in relation to the position's qualifications and essential function, seniority and merit rating. It may also include an evaluation of the physical and/or mental condition of the applicant. To select the best available candidate for each position,

recruitment may also be made from outside the Town organization.

When a position above entry level becomes vacant, or is to be vacated, the Department Head will notify Human Resources immediately.

The Human Resources Manager, after consultation with the Department Head and approval by the Town Administrator, will determine whether an external competitive examination or an internal examination will best serve the interests of the Town. The Human Resources Manager shall post internal vacancies Town-wide. All internal vacancies shall be posted for a period of no less than five (5) working days.

The Human Resources Manager, subject to review by the Town Administrator, shall determine the method of selection examination when filling a vacancy by promotion.

The Human Resources Manager will certify the names of the qualified candidates, which may be placed in rank order or unranked. The Department Head shall then fill the position(s) from among those qualified candidates. The Department Head is not obligated to select in rank order but should select the best available candidate for the position after considering all of the qualifications.

Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for affecting an increase in compensation. Promotions will be made to vacant, budgeted and/or authorized positions.

All promotional appointments shall be for a six (6) month probationary period. During the probationary period, the employee may be rejected at any time without charges, right of appeal and hearing when, in the judgment of the Department Head, the quality of the employee's work is not such as to merit continuation in the position.

An employee rejected during the probationary period from a position to which he has been promoted or who voluntarily requests to be reinstated to a position in the same grade from which they were promoted may be reinstated to a position in the grade from which he was promoted unless he is discharged as provided in these Rules and provided that such a position is available. The employee shall be reduced to the rate of pay in effect immediately prior to the promotion.

Section B. Promotional Eligibility

Regular employees will be considered eligible for promotion, if he or she:

1. Is not a probationary employee.
2. Performed at the "meets standards" level or higher in their current position.
3. Meets the minimum qualifications for the position to which promotion is being considered.

Section C. Application

The Human Resources Manager may require that each employee who wants consideration for the promotional opportunity to submit an application or a resume on or before a specified closing date.

Section D. Promotion Without Examination

In exceptional cases, the Town Administrator may authorize the promotion without competition of an eligible employee upon receipt of a written statement from the Department Head showing that the duties performed by the employee nominated are natural preparation for the higher position, that such employee has earned the promotion by reason of service and effective performance and that no other employee of the department meets the foregoing conditions.

Each town employee shall be evaluated during and at the end of the initial six months of service in a new position and thereafter annually on July 1 of each year. The employee will have an opportunity to discuss each evaluation with the supervisor who conducted the evaluation. All evaluations become a part of the permanent personnel file. Performance evaluations may be used in the process of employee counseling and personal development and shall be considered as a means of determining employees who should be promoted, transferred, granted merit pay increases, selected for specialized in-service training, demoted, or dismissed.

Article XI – Performance Evaluation Program

Section A. Policy

The Human Resources Manager shall administer a program to evaluate the work performance of each Town employee. The individual employee's performance evaluation shall be completed by the supervisor, subject to review and signature of the Department Head, and shall be relevant to actual job duties and responsibilities. Departments are required to use evaluation forms approved by the Human Resources Manager. Each Department Head is responsible for ensuring that employee evaluations are conducted in a timely manner prescribed by the Human Resources Manager. The Town Administrator and the Human Resources Manager, in consultation with the Department Heads, shall monitor and approve employee evaluations considering clarity of job expectations and documentation of job performance. Performance evaluations of Department Heads and other administrative employees reporting directly to the Town Administrator shall be conducted by the Town Administrator in a manner substantively like other Town employees.

Section B. Frequency of Assessments

Each Town regular full-time, regular part-time, and returning seasonal employee shall be evaluated during and at the end of the initial six months of service in a new position and thereafter annually by July 1 of each year. The employee will have an opportunity to discuss each evaluation with the supervisor who conducted the evaluation. All evaluations become a part of the permanent personnel file.

Performance evaluations may be used in the process of employee counseling and personal development and shall be considered as a means of determining employees who should be promoted, transferred, granted merit pay increases, selected for specialized in-service training, demoted, or dismissed.

Section C. Processing of Employee Evaluations

The processing of employee performance evaluations will be used in conjunction with merit-based pay increases. Employees are required to sign their evaluation forms indicating that the employee has had an

opportunity to discuss the evaluation with the employee's supervisor. All evaluations become part of the Town's official personnel file for that employee. Individual performance evaluations are subject to the Tennessee open records law.

If the Town Board of Mayor and Aldermen approve a merit increase percentage to be applied according the Performance Evaluations results, a merit-based rate-of-pay adjustments shall be implemented in July of each year. The merit program increase percentage is evaluated annually by the Board of Mayor and Aldermen and implemented by the Town Administrator at his discretion.

Section D. Appeal of Performance Appraisal

An employee who feels that his/her performance appraisal is not correct shall have the right to appeal the appraisal to the Town Administrator through the Human Resources Manager. The appeal shall be submitted to the Human Resources Manager by ten (10) Town business days from the date the employee receives the evaluation. The Town Administrator will make the final decision regarding the performance appraisal rating.

Article XII – Employee Development and Training

Section A. Employee Development and Training

Both the Town of Farragut and the employees benefit when the employees are well trained. The importance of training employees within each department unit leads to improved organizational development, increased productivity, and enhanced service. This is generally accomplished best through on-the-job or in-service training with occasional or mandated specialized off-site training. The Department Head will work through Human Resources to provide realistic and effective job-related training to employees. As budgets allow, each department will organize employee training in such a way so as to assure that adequate and necessary training is provided and that unjustified training activities are not engaged in. Budgeted training opportunities will be provided uniformly, equally, and fairly. To accomplish this objective, each Department Head, as appropriate, utilizing the assistance of Human Resources, shall develop, maintain and coordinate the following:

1. A written Departmental Training Policy;
2. Comprehensive organizational training plans;
3. A funding request in the annual budget for training and employee time for training activities;
4. A system of reporting and review; and
5. A system of evaluating all training activities undertaken.

Training certifications will be forwarded to Human Resources for inclusion in the employee's personnel file.

Section B. Administration of Employee Development Program

Working in conjunction with Department Heads and within budgeted funds, the Human Resources Manager

shall:

1. Assure that policies and procedures are implemented for developing ethical behavior, technical and managerial skills, and skills and behaviors essential to effective work performance and a favorable work environment.
2. Assure that training, as approved, is carried out and that a certificate or other forms of recognition, if appropriate, are prepared for persons who satisfactorily complete training courses and programs.
3. Keep a record of all training courses and programs, requirements for such courses and an attendance record, and documentation of employees who successfully complete or fail such courses and programs for permanent file.
4. Assist Department Heads in developing and conducting developmental training to meet the specific needs of their departments or common to all departments. Developmental training is a benefit both for the employee and for the Town. The cost of job-specific training that is required for a position must be included within the department's annual budget. The Town pays for the training with the expectation that an employee's increased knowledge and/or skill benefit the Town also. Therefore, prior to beginning training, an employee will be required to sign an Acknowledgment of employee training cost reimbursement to the Town should they voluntarily leave employment in under two years after the completion of each course. The Acknowledgment states that the employee shall reimburse the Town the training cost according to the following schedule: Under one (1) year from course completion at 100% of cost; one to two (1-2) years from course completion at 50% of cost.
5. Assist employees with issues related to wellness and personal growth insofar as these affect the employee's ability to perform his/her duties. Development activities, programs or opportunities are those which:
 - a. Inform employees about the Town of Farragut's objectives, programs, organization, policies, procedures and work methods;
 - b. Help employees obtain or improve job-related knowledge, skills or competence to improve performance efficiency and effectiveness, preclude obsolescence and cope with changing environments, technology and equipment;
 - c. Help employees become qualified for more responsible work within the Town or for work in different fields for which they may be needed by the Town; and
 - d. Contribute as appropriate to fulfilling the Town of Farragut responsibilities under its equal employment opportunity policy.
6. Plan in-house employee development activities. The municipality's in-house employee development activities include training programs which, as appropriate, may be planned and administered jointly with other agencies and organizations. The three types of in-house training activities are:
 - a. Occupational qualifying training for preparing employees to perform all the duties of a specific job, usually at the entry level.
 - b. Technical training for enhancing and upgrading employees' knowledge, skills and abilities related to specific aspects of their current jobs and/or current areas of work.
 - c. Developmental training for improving employees' personal, administrative, supervisory, managerial, and other related, but generally non-technical, skills to improve performance in their current jobs and to assume broader and/or higher-level responsibilities.
7. Assure an adequate supply of trained employees is available to fill job openings created by promotions, expansions or losses.

8. Encourage and assist employees in the acquisition of additional knowledge and skills which are useful in assuming greater responsibilities.
9. Ensure that essential employee knowledge and skills are identified, maintained, and improved upon in order to accomplish the best performance on every job through the performance evaluation system. Specific goals for improvement and training needed to accomplish goals will be established on employee performance appraisal forms.
10. Functionally supervise employee development programs and activities, where necessary, throughout the municipal government.
11. Ensure all job descriptions adequately address knowledge, skills and abilities required in each position and that minimum education, training and certification levels are clearly identified; and
12. Maintain copies of employee training records in employees' Human Resources files.

Section C. Safety Education and Training

The Human Resources Manager shall have the basic responsibility for coordinating a program of safety education and training. The Human Resources Manager shall have enforcement powers at the discretion of the Town Administrator. All employees are required to take every precaution in the prevention of accidents to themselves, other employees, and the public. Department Heads shall actively implement safety programs and practices in cooperation with the Human Resources Manager.

All employees whose duties require the operation of office equipment, motorized vehicles, machinery or tools of any kind or nature shall follow safety procedures and instructions and use every precaution in the prevention of accidents to themselves and/or other employees. Such employees are charged with the responsibility of proper operation of all equipment that is used in the normal function of their duties. Employees who knowingly and willfully violate proper safety precautions may be subject to appropriate disciplinary action. The Town of Farragut Safety Manual governs safety procedures and policies.

Article XIII – Guidelines for Employee Conduct and Discipline

Section A. Guidelines for Conduct

As an integral part of Town staff, all employees are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and always exhibit a high degree of personal integrity. This not only involves sincere respect for the rights and feelings of others but also demands that both in their work and in their personal life they refrain from any behavior that might be harmful to themselves, their coworkers, and/or the Town, or that might be viewed unfavorably by the public at large.

Whether an employee is on or off duty, an employee's conduct reflects upon the Town. Consequently, all employees are encouraged to observe the highest standards of professionalism at all times.

Listed below are some of the rules and regulations of the Town. This list should not be viewed as being all-inclusive. Types of behavior and conduct that the Town considers inappropriate and which could lead to disciplinary action up to and including termination of employment without prior warning, at the sole

discretion of the Town's management staff, include, but are not limited to, the following:

1. Falsifying employment or another Town records;
2. Violating the Town's nondiscrimination and/or harassment policy;
3. Soliciting or accepting gratuities from vendors or citizens in violation of the Town's Ethics Policy;
4. Establishing a pattern of absenteeism or tardiness;
5. Engaging in excessive, unnecessary, destructive, or unauthorized use of Town supplies, equipment or work time, particularly for personal purposes or other non-Town purposes;
6. Violation of either of the Town's Drug and Alcohol Abuse Policies;
7. Fighting or using obscene, abusive or threatening language or gestures;
8. Stealing property from the Town, coworkers or the public;
9. Having unauthorized firearms or dangerous weapons on Town premises or while on Town business not in compliance with the state's firearm and ammunition transportation statute;
10. Disregarding safety or security regulations;
11. Engaging in insubordination or failing to correct inadequate or unsatisfactory job performance;
12. Failing to maintain the confidentiality of coworkers' personal information which is entitled to protection under privacy laws;
13. Failure to process Approval of Outside Employment Form (see Article XXIII, Section D);
14. Neglect of duty, carelessness or negligence in the use of Town property;
15. Violation of safety rules or Tennessee traffic laws while driving a Town vehicle;
16. Failure to report an accident involving Town Property (including a Town vehicle) regardless of the amount of damage;
17. Failure to personally notify the supervisor within one (1) working day of notification by the courts or Department of Motor Vehicles when the employee's driver's license and driving privileges have been suspended, revoked, or restricted for any reason, or having been cited by a law enforcement agency for DUI or a vehicle accident involving loss of life or serious bodily injury whether such occurred on or off duty when the operation of a motor vehicle is required by the employee's job description;
18. Gambling on Town property or during work hours;
19. Failure to report within two (2) business days to the employee's Department Head, Assistant Town Administrator (if applicable) and the Town Administrator the employee's receipt from any local, state or federal regulatory agency of an administrative complaint, warning, or other written notice of violation or non-compliance with applicable law or regulations concerning employee's work for the Town;
20. Political pressure or bribery to receive an advantage or appointment, or to influence a Town employee in his/her duties;
21. Violation of the Town's abusive conduct policy.

If your performance, work habits, overall attitude, conduct or demeanor becomes unsatisfactory in the judgment of the Town's management staff, based on violations either of the above or of any other Town policies, rules, or regulations, you will be subject to disciplinary action, up to and including dismissal.

Section B. Disciplinary Guidelines

It is the policy of the Town to utilize disciplinary action to correct job behavior and/or performance problems. The primary purpose of discipline is remedial in nature and intended to improve performance and/or correct behavior. It may be a dimension of performance evaluation and employee development extended to help the employee develop knowledge, skills and abilities. These Policies and Procedures shall be applied considering the seriousness of the infraction, mitigating circumstances, previous work record, and other relevant criteria.

For disciplinary action to be documented, it must be filed in the Human Resources Department.

Any supervisor may take corrective action by orally counseling employees, as necessary. This action may be taken as an effort to correct a situation that, if uncorrected, may require more serious disciplinary action. In most instances, counseling notices should be written by the employee's immediate supervisor and must be concurred with by the Department Head. Disciplinary action is the basic responsibility of the immediate supervisor in consultation with the Human Resources Manager. All supervisors are expected to notify those above them in the chain of command of documented disciplinary action. Furthermore, supervisors are expected to participate in the disciplinary process. Of course, the Town Administrator, as the chief manager of Town staff, also has authority to discipline all employees as he deems is in the best interest of the Town.

An employee will not be disciplined for any of the following reasons:

- Reporting unlawful practices covered by equal opportunity laws, such as discrimination on the basis of race, color, religion, national origin, sex, disability, veteran's status, military affiliation or obligation, age or any other legally protected status, including filing a complaint with the Equal Employment Opportunity Commission or Tennessee Human Rights Commission,
- Reporting occupational health or safety violations, and/or
- Refusing to perform an act that is in clear violation of the law.

Any decision to impose disciplinary actions must be made in light of the totality of the circumstances, included, but not limited to, the severity and seriousness of the infraction, any mitigating circumstances, the employee's prior work history, the consequences or potential ramifications of the infraction to the Town, its citizens and coworkers, as well as other considerations deemed relevant. Disciplinary action can include oral reprimands, written warnings, suspension pending investigation (with or without pay), suspension (without pay), demotion, termination, and other requirements directed by management staff designed, in the opinion of management, to correct performance or behavior. The order, extent, degree and combination that the foregoing actions are to be used is within the discretion of the member of the Town's management staff to whom the offending employee is subordinate, and to be exercised taking into account all of the foregoing circumstances. It is the intent of these guidelines that the Town's management staff will employ the disciplinary options uniformly and consistently to similar circumstances, with the understanding that few, if any, events or infractions are the same or call for identical treatment.

Article XIV. Complaint and Disciplinary Appeal Procedure

This Procedure is available to regular full-time and regular part-time employees.

Misunderstandings or conflicts can arise in any organization. This can occur as the result of disciplinary action or other work-related circumstances that adversely affects an employee or the Town. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that an employee believes is detrimental to them or to the Town and the situation is not excluded hereafter, the employee should follow the procedure described herein for bringing the concern to management's attention. When used in connection with a disciplinary action, this procedure will only apply to disciplinary actions more severe than a written warning.

This procedure will not be applicable to obtain a review of:

- The details of an employee's performance evaluation;
- Personnel actions pertaining to position classifications and assignments;
- Pay and/or other forms of compensation including employee fringe benefits, or changes thereto;
- Demotions, transfers and lay-offs because of the abolishment of positions; and
- Harassment or retaliation complaints covered by Article XIX.

Step One

Discussing the problem with the employee's immediate supervisor is encouraged as a first step. If, however, the employee does not believe a discussion with the supervisor is appropriate, employee may proceed directly to Step Two.

Step Two

If the problem is not resolved after discussion with the supervisor or if employee feels discussion with the supervisor is inappropriate, the employee should request a meeting with the Department Head. In an effort to resolve the problem, the Department Head will consider the facts, conduct an investigation, and may also review the matter with a member of the Human Resources department. The employee should expect to receive a written response regarding the problem within five (5) working days of meeting with the Department Head, unless the circumstances presented by the problem will not allow for turnaround within that time, in which event the written response will be made as soon as reasonably possible.

If the Department Head is the immediate supervisor, or the employee does not believe a discussion with the Department Head is appropriate, employee may skip Step Two.

Step Three

If the employee is not satisfied with the Department Head's decision, or has skipped Step Two, and wishes to pursue review of the disciplinary action or adverse circumstance further, employee may prepare a written summary of concerns and request that the matter be reviewed by the Town Administrator or his designee. The Town Administrator or his designee, after a full examination of the facts (which may include a review of the written summary of your statement, discussions with all individuals concerned and a further investigation if necessary), will normally advise the employee of his judgment on the matter within fifteen (15) working days. The judgment of the Town Administrator shall be final.

The Town does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, as preventing, limiting, or delaying the Town from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the Town deems disciplinary action appropriate.

Article XV – Non-Disciplinary Transfers, Demotions, Separations and Reinstatements

Section A. Transfers

A transfer is a lateral movement of an employee from one position to another at relatively the same pay range between positions of the same class or a different class. Transfers may be made within a department or between departments. A transfer is not the assignment of an employee from one shift to another without a change in duties or job title. Transfers may be made because of:

1. Layoff;
2. Abolishment of a position;
3. Further training and development of an employee in another position that would be beneficial to the future staffing needs of the Town;
4. Personal request of the regular employee when it is consistent with other requirements of this Rule;
5. To provide accommodation for a disability; and
6. Other reasons determined to be justifiable by the Department Head, Human Resources Manager and Town Administrator.

To be transferred, an employee must meet the minimum qualifications for the position and the move must be in the best interest of the Town. Regular full-time and regular part-time employees, who are transferred, may serve a six-month probationary period at management's discretion. (See Article VIII Section E)

Section B. Demotions (Non-disciplinary)

In accordance with these Rules, a Department Head may demote an employee to a position of lower grade in which the employee meets the minimum qualifications for any of the following reasons:

1. Because the employee's position is being abolished and the employee would otherwise be laid off.
2. Because another employee returning from authorized leave will occupy the position to which the employee is temporarily assigned.
3. The employee does not possess the necessary qualifications to render satisfactory service in the position he/she holds.
4. The employee voluntarily requests such demotion.
5. When a regular employee is demoted, the compensation shall be in accordance with Article IX, Section B. All notices of demotions will be in writing, specifying the reasons for the demotions and placed in the employee's personnel file.

Section C. Types of Separation

Types of separation may include, but are not limited to the following:

Resignation – Any employee may resign from Town service by presenting a letter of resignation to the Department Head. A minimum two-week written notice for non-supervisory employees is considered appropriate notice to the Town. Any unauthorized absence from work by an employee for a period of three (3) consecutive working days will be considered job abandonment and a voluntary and immediate resignation by that employee.

Disability – An employee may be separated from the Town Service or demoted when it has been determined that the employee cannot continue to satisfactorily perform the essential duties of the position due to a physical or mental disability and no reasonable accommodation can be made. All determinations of physical or mental disability will be by a licensed, practicing medical doctor or medical doctors.

Retirement – When an employee is 60 or more years of age, the employee may set a date to retire from employment. Official notice of such intended action must be submitted by the employee in writing to the Department Head or the Human Resources Manager one month in advance. Retiring employees who qualify may be eligible for retirement leave (see Article XVII, Section H).

Termination – Termination of regular employees shall be in accordance with Article XIII. Dismissal of probationary employees shall be in accordance with Article VIII, Section D.

Lay-offs - Nothing herein shall be construed as affecting the power of the Board of Mayor and Aldermen to abolish positions in the classification plan upon recommendation of the Town Administrator as prescribed in Title 4, Chapter 1 of the Municipal Code. Whenever the lay-off of one or more employees is necessary, the Town Administrator shall notify each employee at least ten (10) days in advance of the intended actions. Lay-offs shall be made within positions and all temporary and probationary employees in the affected position or positions shall be laid-off prior to the lay-off of any regular non-probationary employee. When more than one individual is employed in a position determined for lay-off, the said lay-off will be based upon many factors including, but not limited to, performance, ability to perform the work remaining and length of service.

Section D. Reinstatements

Reinstatement is a return to employment status without competitive selection or examination. Any regular or probationary employee in good standing who has been laid off is eligible for reinstatement to the same class of position in accordance with applicable state and federal laws. Following a break in service, a reinstated employee shall be credited with prior accumulated service for retirement purposes and longevity service calculations. For purposes of vacation, sick leave, and other benefits he/she shall be considered a new employee.

Article XVI – Leaves and Absences

Section A. Holidays

The following days shall be declared official holidays for the Municipal Government employees and other such days as may be designated by the Board of Mayor and Aldermen:

New Year's Day

January 1

Martin Luther King's Birthday	3rd Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

When a holiday falls on a Saturday, the Friday before the holiday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When the July 4th holiday is on a weekend, a Department Head may designate for their department that either Friday or Monday be used as their holiday, regardless of whether July 4th falls on a Saturday or Sunday, in order to consider work requirements for the department. Floating holidays are not allowed.

Employees required to work when their scheduled shift falls on any Town-observed holidays shall receive compensation in accordance with Article IX, Section H of these Policies and Procedures.

Section B. Annual Leave

All active regular full-time and regular part-time employees, who work a consistent number of hours year-round, and all active employees in a probationary period for regular full-time positions of the Town, shall accrue annual leave monthly.

An employee must be in a paid status with the Town for at least 50% of the month in order to accrue annual leave for that month. Employees on unpaid leave including medical leave, terminal leave, job related disability / injury leave, layoff, leave without pay, absent without leave, or any combination of the above for more than 50% of the month will not accrue annual leave time during that month. Employees on suspension pending investigation or disciplinary hearing (unpaid) shall not be eligible to accrue annual leave during the month of suspension. Employees may not borrow against future annual leave before it is earned and accrued.

Annual leave shall be accrued on the following basis unless otherwise designated by the Town Administrator:

Less than three years	8 hours per month
Three to ten years	12 hours per month
Ten to twenty years	16 hours per month
Over twenty years	20 hours per month

Regular part-time employees who consistently work 20 or more hours per week on a year-round basis shall earn four (4) hours annual leave per month for uninterrupted continuous service. Seasonal, temporary, intern or emergency workers shall not earn annual leave.

Vacation will be computed on the number of standard work hours in a week. For annual leave purposes, the term "workday" as it applies in this section shall be computed on an eight (8) hour basis for 40 hours per week.

Annual leave shall not accrue until the end of the first full calendar month of employment or appointment and shall be granted only after satisfactory completion of six (6) months of the probationary period, unless mitigating or emergency circumstances prevail. An employee starting to work at any time after the first

working day of the calendar month shall not have accumulated annual leave until the end of the following calendar month. For annual leave purposes, reemployed employees shall be considered as new employees.

In the event a former regular full-time employee shall return to regular full-time employment with the Town, the employee, after working thereafter continuously for the town for two (2) years on regular full-time status, shall be credited for any previous regular full-time service time for the purposes of determining annual leave.

Regular full-time annual leave may be accrued up to a maximum of 240 hours (30 days) at the end of each calendar year. Regular part-time annual leave may be accrued up to a maximum of 120 hours (15 days) at the end of each calendar year. Any unused annual leave above the maximum limit on January 1 of each year shall be forfeited.

Accrued annual leave time may be taken at a minimum of two (2) hours at a time and in increments of fifteen (15) minutes thereafter. Annual leave can be taken throughout the year to cover periods of absence needed for recreation, rest, or for other personal reasons. Requests for annual leave shall be given to the employee's department head with at least 24 hours' notice prior to the taking of the time requested.

Annual leave may be taken subject to the approval of the Town Administrator, who shall schedule annual leave as to meet the operational requirements of the town. Employees on annual leave will continue to accrue annual and sick leave.

Annual leave, which is to be scheduled as far in advance as possible, may be used at the employee's discretion, provided the Department Head approves it. Department Heads may approve earned annual leave if the operational requirements of the department can still be met despite the employee's absence. Any annual leave may be scheduled at the approving supervisor's discretion and in accordance with any approved departmental guidelines. Generally, annual leave should not exceed ten (10) consecutive working days. However, under unusual or special circumstances, Department Heads may approve requests for more than (10) consecutive days of vacation after considering the following:

- Whether the annual leave is being asked in lieu of sick leave as maternity leave or for military service beyond military leave.
- The effect of the employee's absence on the functioning and workload of the organization.
- The time needed by the employee to complete a special project or trip.
- The lapse in time from the employee's last extended vacation.

All employees are encouraged to use annual leave in the year in which it is earned. Department Heads should ensure that work schedules allow employees to use annual leave in a timely manner.

Employees separating from Town service, who are in good standing, shall be paid for their unused annual leave; provided, however, voluntarily resigning employees must give reasonable notice of intent to resign to receive payment of such unused accrued leave. Payment will be figured at the straight time rate in effect on the termination date. Employees who are not retiring will be paid at the next regularly scheduled pay day after the Department Head verifies that all uniforms, keys, and equipment have been returned. Also, any money owed under the Tuition and Employee Development Reimbursement policies will be deducted according Article XVII, Section N and Article XII, Section B.

Section C. Payment for Annual Leave

When an employee has accumulated a minimum of fifteen (15) days of annual leave, an employee may request payment in lieu of actual leave for up to ten (10) days subject to the following conditions:

1. Employee shall have previously taken at least one (1) week (five workdays) of actual leave within the current calendar year.
2. The request shall be submitted in writing to the Town Administrator.
3. The request shall be submitted by November 30 for each calendar year.

Section D. Transfer of Annual Leave

Accumulated leave may be transferred from one employee to another employee under the following specific conditions:

1. The contributing employee must have a remaining accumulated balance of twelve (12) days of annual leave after the transfer is made.
2. The recipient of the annual leave must have exhausted all of his/her annual leave, and must be out from work on authorized leave from employment due to personal illness or injury or to an illness with an immediate family member which prevents the employee from returning to work at this time.
3. The annual leave days will be traded as equal days regardless of any differential in compensation rates for the two positions. The annual leave which is given by another employee is compensated at recipient employee's current rate of pay.
4. A confidential request must be submitted to the Town Administrator in writing for approval. If approved, the contributing employee must sign a written acknowledgement prepared by the Town prior to the transfer.
5. The recipient of annual leave must sign a written acknowledgement that payment for said annual leave was received.

Section E. Sick Leave

All active regular full-time and regular part-time employees, who work a consistent number of hours year-round, and all active employees in a probationary period for regular full-time and regular part-time positions, shall accrue monthly sick leave. All active regular full-time employees shall earn eight (8) hours for each completed month of service. Employees on part-time status shall earn four (4) hours of sick leave for each completed month of service. Part-time employees must work 20 hours per work week year-round to be eligible for this benefit.

Regular full-time sick leave may be accrued up to a maximum of 720 hours (90 days) at the end of each calendar year. Regular part-time sick leave may be accrued up to a maximum of 360 hours (45 days) at the end of each calendar year. Any accumulated sick leave over the designated maximum number of hours listed above will be forfeited at the end of each calendar year and said employee shall not accumulate any additional sick leave until the accumulated total falls below the designated maximum number of hours listed

above. Unused sick leave above the maximum limit on January 1 of each year shall be forfeited. No payment will be made for accrued sick leave upon separation from the Town.

Sick leave shall not accrue until the end of the first full calendar month of employment or appointment. An employee starting to work after the first workday of the calendar month shall not have accumulated any sick leave until the end of the following calendar month. Doctor's certifications are required for sick leave during the first six (6) months of employment. Employees may not borrow against future sick leave before it is earned and accrued. Sick leave taken that extends beyond earned sick leave credits shall be charged to annual leave or to leave without pay.

Sick leave must be taken at minimum fifteen-minute increments. An employee must be in a paid status with the Town for at least 50% of the month in order to accrue sick leave for that month. Employees on sick leave, terminal leave, job related disability / injury leave, layoff, leave without pay, or absent without leave for more than 50% of the month will not accrue sick leave time during that month. Employees on suspension pending investigation for a disciplinary hearing (unpaid) shall not be eligible to accrue sick leave during the month of suspension.

The employee may use sick leave for the following purposes:

- for personal illness, non-occupational injury, or absence due to pregnancy, childbirth, or related medical conditions;
- for the illness of any members of the employee's immediate family (see Article II, the definition of "Immediate Family");
- for personal doctor and dental appointments;
- for doctor and dental appointments for any members of the employee's immediate family (see Article II, definition of "Immediate Family") whenever the employee must accompany that family member to that appointment.

Sick leave is considered a benefit and privilege and not a right for the employee to use at his discretion. Sick leave may not be used as personal time and may not be used at any time while an employee is at work on a second job, regardless of health status. Use of sick leave following notice of resignation must be supported by a valid doctor's statement. Sick leave may be paid out to a full-time employee at a rate of 50% for the entire bank at retirement only in accordance with the terminal pay policy (Article IX, Section J). This can only occur at eligible retirement age as set forth in the Town's retirement plan.

To utilize sick leave, the employee must notify the immediate supervisor or the Department Head no later than thirty (30) minutes before the beginning of the scheduled work shift for the department. Employees must notify their supervisor as far in advance as possible of foreseeable sick leave usage such as doctor appointments, therapy sessions, etc. Furthermore, employees are expected to make every effort to schedule such foreseeable absences in such a way as to not unduly disrupt Town operations. If the absence is for three (3) consecutive working days or longer, a written statement from a licensed physician shall be required. Additionally, after the equivalent of three (3) occurrences of sick leave have been taken in any twelve (12) month period, the Department Head may require a physician's statement for the approved use of any sick leave during the next twelve (12) month period. All doctor's excuses and sick leave slips shall be forwarded to the Human Resources Manager by the Department Head.

Other than terminal leave or pay, any accrued and unused sick leave shall become null and void upon an employee's termination.

Employees who abuse sick leave or deliberately make or cause to make false or misleading statements or claims regarding the necessity for sick leave shall be subject to the loss of such benefits, dismissal or such

other disciplinary action as the Department Head deems necessary. All supervisors confirming an absence as sick leave, knowing the cause not to be justified, or failing to report the absence, shall be liable to the same disciplinary action as the employee.

Employees who become ill during the period of their vacation may request that their annual leave be changed to sick leave pending proof of a doctor's statement. The employee shall be required to return to work when cleared by competent medical authority as determined by the Human Resources Manager.

Section F. Family Medical Leave Act

The following content outlines the Town of Farragut's policies in compliance with the federal Family and Medical Leave Act of 1993 (FMLA). Not every detail can be included in this policy; however, it is our intent to comply with the provisions of the FMLA, as may be amended from time to time. Any changes to the law shall supersede this policy. The following policy and all terms and conditions set forth herein shall be construed and applied in accordance with the FMLA.

1. General Provisions

It is the policy of The Town of Farragut to grant up to 12 weeks of family and medical leave during a rolling calendar year 12-month period in accordance with the Family and Medical Leave Act of 1993 and up to 26 weeks of leave in a rolling calendar year 12-month period in compliance with the expansion of FMLA under The National Defense Authorization Act. The leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave as specified in this policy.

2. Eligibility

Employees who have worked for the Town for a minimum of twelve (12) months and worked a minimum of 1,250 hours in the preceding twelve (12) months may be eligible for family and medical leave. The Town calculates family and medical leave on a 12-month rolling period. Hence, each time an employee takes family and medical leave, the remaining FMLA leave entitlement would be any balance of the twelve (12) weeks which has not been used in the preceding twelve (12) months.

Employees on military leave will be given credit for any months and hours of service he or she would have been employed while on military leave for purposes of determining eligibility for FMLA.

Eligible part-time employees may take FMLA leave in proportion to the number of hours they normally work for the Town per week.

If the leave is requested for the purposes of caring for a newborn child or a newly placed adopted or foster child, the leave must be taken before the end of the twelve (12) months following the birth or placement.

If the employee and the employee's spouse are employed by the Town, they are entitled to a combined leave of up to twelve (12) weeks in a 12-month period for the birth, adoption, or placement of a child for foster care or to care for a sick parent.

3. Basic Leave Entitlement

Eligible employees may take family and medical leave for up to 12 weeks for one of the reasons listed below:

- a. the birth of the employee's child and to care for that child
- b. placement of a child with the employee for adoption or foster care and to care for the newly placed child

- c. to care for the employee's spouse, child, or parent who has a serious health condition (see Serious Health Condition, below)
- d. the employee's own serious health condition (see Serious Health Condition, below)

4. Military Family Leave Entitlements

Eligible employees may take leave up to 12 weeks to address certain qualifying exigencies when a spouse, son, daughter, or parent is on active duty or is called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies include non-medical and non-routine activities such as attending military events, counseling activities, post-deployment activities, making financial and legal arrangements, or childcare arrangements.

Eligible employees may take up to 26 weeks of leave to care for a spouse, son, daughter, parent, or next of kin who is a service member in the Regular Armed Forces, National Guard, or Reserves and has incurred a serious injury or illness in the line of duty while on active duty.

5. Intermittent Leave and Reduced Leave Schedules

Leave due to a serious health condition may be taken intermittently or on a reduced leave schedule when that type of scheduling is medically necessary as certified by the healthcare provider. Intermittent or reduced leave schedules for routine care of a new child can be taken only with the Town's approval. The employee and his or her supervisor must mutually agree upon the schedule. Employees on intermittent or reduced leave schedules may be temporarily transferred to an equivalent alternate position that may better accommodate the intermittent or reduced leave schedule. Intermittent or reduced leave may be spread over a period of time longer than twelve (12) weeks, but it will not exceed the equivalent of twelve (12) workweeks total leave in a 12-month period.

Leave due to qualifying exigencies may also be taken on an intermittent basis.

6. Serious Health Condition

A serious health condition, as defined by the Department of Labor, means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- a. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
- b. a period of incapacity requiring absence of more than three (3) consecutive calendar days from work, school, or other regular activities that also involves continuing treatment by or under the supervision of a health care provider;
- c. any period of incapacity due to pregnancy, or for prenatal care;
- d. any period of incapacity or treatment thereof due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.);
- e. a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.);
- f. any absences to receive multiple treatments (including any period of recovery there-from) by, or on referral by, a health care provider for a condition that would likely result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

7. Leave Request and Notification Procedures

Procedure for Requesting Leave for 1) the birth of a child or in order to care for the child; 2) the placement

of a child for adoption or foster care and to care for the newly placed child; 3) to care for a spouse, child, or parent with a serious health condition; or 4) the serious health condition of the employee:

EMPLOYEE RESPONSIBILITIES - Employees requesting FMLA leave under Section 7 (a) must provide verbal notice of the needed leave to the Human Resources Manager. Employees must provide sufficient information (state a qualifying reason, explain reason leave is needed, provide anticipated timing and duration) to allow the HR department to determine if the leave may qualify for FMLA protection. When subsequently requesting leave for the same FMLA-qualifying reason for which leave has previously been provided, employee must specifically reference the qualifying reason or state “FMLA” leave.

If the leave is foreseeable, the employee is required to notify the Human Resources Manager at least thirty (30) days prior to the requested leave. Otherwise, such request must be submitted as soon as is practicable. This 30-day advance notice is not required in cases of emergency or other unforeseen events such as premature birth or sudden changes in a patient’s condition. Parents who are awaiting the adoption of a child and are given little notice of the availability of the child may be exempt from this 30-day notice.

An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City’s operations.

Employees may also be required to provide a certification and periodic recertification supporting the need for leave.

EMPLOYER RESPONSIBILITIES - The HR department will provide individual notice of eligibility as well as rights and responsibilities to each employee requesting leave within five (5) business days or as soon as practicable. If not eligible, the employee will be notified of the reason for ineligibility.

Procedure for Requesting Leave for 1) a covered family member’s active duty or call to active duty in the Armed Forces or 2) to care for an injured or ill service member:

EMPLOYEE RESPONSIBILITIES - All employees requesting FMLA leave under Section 7 (b) must provide verbal notice with an explanation of the reason for the needed leave to the Human Resources Manager. Leave may commence as soon as the individual receives the call-up notice. Employee will be required to provide certification for the leave.

EMPLOYER RESPONSIBILITIES - The HR department will provide individual notice of rights and obligations to each employee requesting leave within five (5) business days or as soon as practicable.

8. Designation as FMLA

The Town may designate leave as FMLA entitled leave if information received by Human Resources indicates that the employee’s absence from work qualifies under the Family and Medical Leave Act regardless of whether the employee requested FMLA leave. A Designation Notice will be provided to the employee by the HR department.

9. Medical Certification

The Town reserves the right to verify an employee’s request for FMLA leave. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the Town requires that the request be supported by certification from the healthcare provider of either the eligible employee or the family member, as appropriate. If the Town has reason to question the original certification, it may, at the Town’s expense, require a second opinion from a different healthcare provider chosen by the Town. That healthcare provider may not be employed by the Town on a regular basis. If a

resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained, at the Town's expense, from another provider and that opinion will be final and binding.

This certification must provide the date on which the serious health condition began, its probable duration, and appropriate medical facts within the knowledge of the healthcare provider regarding the condition. The certification must also state the employee's need to care for the son, daughter, spouse, or parent and must include an estimate of the amount of time the employee is needed to care for the family member. Medical certifications will be treated as confidential and privileged information.

Any required certifications or other documentation must be furnished by the date he or she is notified that such certification or documentation is required. Any costs associated with completion of the medical certification will be the responsibility of the employee. If the certification is for the employee's serious health condition and is the result of a work-related injury, the Town will reimburse the employee for this cost upon presentation of the applicable receipt.

Certification is not required for parental leave; however, employees will be required to provide documents evidencing birth, adoption, legal custody, or foster placement.

10. Certification of Qualifying Exigency for Military Family Leave

Employees requesting this type of service member FMLA leave must provide proof of the qualifying family member's call-up or active military service. Completion of a certification form will be requested as well as documentation such as a copy of the military orders or other Armed Forces communication.

11. Certification for Serious Injury or Illness of Covered Service member for Military Family Leave

Employees requesting this type of service member FMLA leave must provide documentation of the family member's or next of kin's injury, recovery or need for care. Completion of a certification form will be requested. Additional documentation may include a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

12. Use of Accrued Leave and Coordination with Other Leave

Sometimes more than one type of leave may apply to a situation. Where allowed by law, leaves shall run concurrently and be counted against the employee's FMLA entitlement.

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all accrued sick and annual leave prior to being eligible for unpaid leave. All leave will run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation leave prior to being eligible for unpaid leave.

Workers' compensation leave, to the extent that it qualifies, will be designated as FMLA leave.

13. Benefits Continuation

The Town will maintain health and dental insurance benefits during periods of FMLA leave without interruption. During this time, the employee must pay for his or her share of the premiums and/or any other payroll deductible insurance policies or the benefits may be placed under COBRA.

The Town has the right to recover from the employee all health insurance premiums paid (including the Town's share of the premiums) during the unpaid leave period if the employee fails to return to work after leave. Employees who fail to return to work because they are unable to perform the functions of their job due to their own serious health condition or because of the continued necessity of caring for a seriously ill family member may be exempt from the recapture provision.

14. Return to Work

While on leave for FMLA qualifying reasons, the employee is required to contact his or her immediate supervisor or Department Director periodically. The purpose of this contact is to report the status of the leave and the approximate return to work date.

If FMLA leave is for the employee's own serious health condition that may prevent him or her from performing the essential functions of the job, the employee will be required to provide a fitness-for-duty statement from the treating medical professional before returning to work. After receipt of this statement, the Town may, at its discretion and expense, require a second opinion. Employees in safety sensitive positions who have been absent from duty due to medical leave of a nature or duration that could affect his or her ability to perform the job may be required to undergo evaluation by a physician chosen by the Town before returning to regular duty.

At the end of the FMLA leave, employees will be reinstated to their regular job or to an equivalent position. Employees cannot be guaranteed return to their exact previous duties and/or assignment. Employees are expected to promptly return to work when the circumstances which necessitated leave no longer exist.

If an employee does not return to work at the end of his or her qualified leave, they may request additional leave in accordance with Article XVI, Section J of the Town Policies and Procedures.

15. Key Employee

Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Town's operations. A "key" employee is a salaried eligible employee who is among the highest paid ten (10) percent of employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave. A key employee may be denied reinstatement if such reinstatement will cause substantial and grievous economic injury to the Town.

16. Extended Leave after Exhaustion of FMLA Leave

Any request to extend an absence from work for an employee's own serious medical condition beyond the twelve (12) weeks in a rolling 12-month period must be directed to the Human Resources Manager to be considered under the ADA/ADAAA. Refer to Article XXII.

17. Consequences of Failure to Comply

If an employee fails to provide notices and certifications set forth in this Section, leave may be delayed or denied.

18. Working Second Job While on Leave

FMLA leave is intended for a time of rest and recovery due to an employee's serious illness that has the purpose of allowing the employee to regain their health and return to work healthy. Employees are prohibited from working a second job while on FMLA medical leave. Employees who violate this policy are subject to disciplinary action up to and including termination.

18. Additional Information See Appendices O, P and Q for FMLA forms and notices.

Section G. Bereavement Leave

Regardless of length of employment, regular full-time employees shall be allowed up to **three (3)** days paid leave in the event of the death of a member of the employee's immediate family. For the purpose of using bereavement leave, "immediate family" shall include present spouse, children (including natural, step and adoptive), parents (including natural, step and adoptive), siblings, parents-in-law, siblings-in-law, grandparents and grandchildren, and any other individual residing within the employee's household who is a legal dependent of the employee for income tax purposes.

If death in the employee's immediate family requires additional time for an out-of-town trip or for other good and sufficient reasons, the Town Administrator may authorize up to two (2) additional days of bereavement leave. For the death of an employee's aunt, uncle, cousin, niece, nephew, or grandparents-in-law, **one (1)** day shall be allowed. If additional time is justifiable as determined by the employee's Department Head, it may be charged to their annual leave. Annual leave may be granted to attend additional funerals. Verification of the death may be required for approval of leave under this policy.

Section H. Jury Duty / Civil Leave

An employee's supervisor or Department Head shall authorize civil leave with pay in order that employees may serve required jury duty, provided that the need for such leave is requested by the employee as far in advance as possible. The employee shall have the option of receiving full pay from the Town for civil leave by assigning to the Town the amount earned from the court. Otherwise, the Town shall pay the difference between the employee's regular salary and the amount earned from the court. If the employee is released from jury duty after serving less than three (3) hours of jury duty, he/she is expected to return to the work location. Employees on night shift will be excused from work on the shift immediately preceding the first day of jury duty. After the first day, if the employee serves more than three (3) hours then the employee shall be excused from his next scheduled shift within twenty-four (24) hours of such day of jury duty.

Section I. Military Leave

Any regular employee of the Town who is a member of the United States Army Reserve, Navy Reserve, Air Force Reserve, or Marine Reserve, or the Tennessee National Guard is entitled to military leave with pay while engaged in "duty or training [including weekend drills] in the service of this state, or of the United States, under competent orders." Such an employee should notify their Department Head at least two (2) weeks in advance of the leave, if at all possible, or immediately if orders are received less than two (2) weeks from departing for duty.

Upon presentation to the Town of official orders, such an employee shall be allowed such leave with pay for any such duty or training not exceeding twenty (20) working days in any one calendar year (T.C.A. 8-33-109). In the event such duty or training exceeds twenty (20) days in a calendar year, then the employee may request in writing that such excess time be charged to the employee's accrued and unused annual leave or compensatory time, if any, but not to any accrued and unused sick leave. It shall be the employee's responsibility to arrange to attend monthly Reserve or Guard meetings on regular off time.

In addition to the twenty (20) days of paid leave as provided by state law, an employee called into active military duty who so requests shall be paid by the Town on a monthly basis for up to six (6) months the difference, if any, between the employee's monthly military compensation and the employee's base monthly compensation by the Town, which shall not exceed \$1,000 per month per employee. An employee called

into active military duty who so requests shall be allowed while on active duty to maintain all insurance benefits available through or provided by the Town to the employee on the terms and conditions as if the employee remained actively employed by the Town. At the time the employee provides Human Resources with a copy of active duty orders, the employee shall also provide Human Resources with written documentation verifying base military pay amount. If the employee's base military pay exceeds his or her base Town pay, no supplement will be provided.

Any supplement provided by the Town will be paid in the same manner as a normal payroll check and will be paid on normal Town paydays. The supplemental pay will be subject to all applicable payroll taxes. If the employee's supplemental pay is not sufficient to cover all current voluntary deductions (i.e. insurance, deferred compensation, United Way, etc.) the employee must either notify the Town to cease those deductions, if allowed by law, or the employee may make a payment directly to the Town to cover those deductions.

The employee has the option to use accrued vacation time during the military leave to continue receiving full pay from the Town. If vacation time is used, any Town supplemental pay would only begin after vacation time has been exhausted. Since the employee will receive paid leave benefits from the military, accrual of Town vacation and sick leave will not continue for any employee receiving an active duty military pay supplement from the Town.

For the first thirty (30) days of active duty military leave, the employee will continue to be covered under the Town's group health insurance plan. As provided by federal law, the employee will be covered under the military's insurance program and cease to be covered under the Town's group insurance plan after the first thirty (30) days. The employee will be eligible to re-enroll in the Town's group insurance plan upon return to Town employment.

If an employee covers a spouse or other dependents under the Town's group health insurance plan, the spouse and/or dependents will have the option of switching to the military insurance program after the first thirty (30) days or continuing coverage under the Town's group health insurance plan as provided by federal law. If the employee's spouse and/or dependents choose to continue coverage under the Town's group health insurance plan, the spouse and/or dependents will be placed in the appropriate COBRA coverage tier (i.e. individual, individual plus children). The employee will be required to pay the same amount towards spouse and/or dependent COBRA coverage as he was paying under the group plan, and the Town will pay the remaining amount. The employee's share may be paid either via payroll deduction from the supplemental pay provided for above, if applicable, or direct payment to the Town.

Employees ordered or enlisted to full-time military duty will be re-employed in accordance with the provisions of current State and Federal law, including the Uniformed Services Employment and Re-employment Rights Act (USERRA).

Section J. Leave of Absence

The Town is aware that special problems of a personal nature often prompt employees to request a leave of absence. The Town will also consider a request for a medical leave of absence when the employee is not eligible for FMLA leave, or an extension of medical leave where the employee has exhausted FMLA leave, as a request for a reasonable accommodation under the ADA/ADAAA. All requests for accommodations, whether for an initial or extended medical leave or for working conditions accommodations, must be directed to the Human Resources Manager. The Town will hold the employee's job during the period of medical leave granted as an ADA accommodation unless holding the job open creates an undue hardship for

the Town. To clarify the Town's position on granting a leave of absence, the following conditions shall apply to all regular employees who have completed the probationary period:

1. A leave of absence shall not be granted to probationary, temporary, seasonal or part-time employees except as a reasonable accommodation under the ADA as determined on a case-by-case basis and regardless of the employee's length of employment with the Town.
2. A leave of less than two (2) work weeks shall not be treated as a leave of absence but as an "excused absence" without pay and shall be granted only when all accrued leave is exhausted.
3. A request for a personal leave of absence must be made in writing to the employee's supervisor or Department Head, and a request for a family or medical leave of absence must be made to the Human Resources Manager.
4. The employee's Department Head, Assistant Town Administrator (if applicable), the Human Resources Manager, and the Town Administrator must evaluate each request for a leave of absence in advance. The Town shall grant or deny the petition based on the factors of the individual case.
5. A leave of absence shall not exceed three (3) months, unless it has been extended as a reasonable accommodation to an employee's disability under the ADA that does not create an undue hardship. Sick leave (where applicable) and annual leave shall be used until exhausted and then the leave shall be without pay. Failure to report back to work at the expiration of any leave of absence, without approval, shall be considered a voluntary termination of employment, in which case the date of termination shall be considered the last day worked before the leave of absence expired. The leave of absence may be extended upon written request if circumstances justify granting a reasonable accommodation under the ADA. Such extensions require the approval of the Town Administrator.
6. After returning from a leave of absence, the Town shall make every effort to return an employee to the same job. If the Town finds that a leave of absence approved under the ADA creates an undue hardship on Town operations, this situation may necessitate hiring someone else to fill the position. Depending on the situation there may not be another comparable job opening available at the end of the leave of absence; therefore, the Town cannot guarantee reemployment after a leave of absence. Prior to hiring a replacement employee, the Town shall invite the employee to return to work and paid status before filling the employee's former position. The employee shall have ten (10) calendar days to respond to the offer to return to work.
7. During leaves of absence not considered FMLA leave, employees shall not receive credit for, or accrue, any paid holidays, annual leave or sick leave, or 401(k) longevity matching.
8. Employees are prohibited from working a second job while on FMLA medical leave. Employees who violate this policy are subject to disciplinary action up to and including termination
9. This Section does not apply to Military Leave.

Section K. Leave without Pay

Leave without pay is a temporary, unpaid, approved absence from work that lasts two work weeks or less. A regular full-time or regular part-time employee who has completed the probationary period may request leave without pay, which will be approved at management's discretion. This policy does not guarantee that approval will be granted. Notification of approval or denial will be provided in writing.

The request for leave without pay must be written and include the beginning and end dates of the requested leave and its purpose.

Leave without pay may be taken for personal reasons, family issues and emergencies, educational purposes, community service and other activities approved by management. Leave without pay will not generally be granted to allow an employee to engage in other employment or explore other job opportunities. All paid leave must be exhausted before an employee can request leave without pay, and all leave without pay must be taken in full day increments.

An employee will continue to accrue annual and sick leave during a leave without pay as long as he or she is in paid status for at least 50% of the month during which leave is taken (see Article XVI, Section B, and Article XVI, Section E).

An employee's employment status remains intact for the duration of the leave. He or she will be allowed to return to the same position with the same pay upon completion of the leave in accordance with this section.

An employee is required to return from the leave without pay on the originally scheduled return date. If the employee is unable to return, he or she must request an extension of the leave in writing. If the Town declines to extend the leave, the employee must then return to work on the originally scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will be considered on a case-by-case basis.

This section applies only to leave without pay other than FMLA, military and worker's compensation leave without pay. For information on FMLA, military and worker's compensation leave, consult Article XVI, Section F; Article XVI, Section I; and Article XVIII, Section B, respectively. Absences of longer duration than two work weeks are covered by Article XVI, Section J (*Leave of Absence*).

Section L. Suspension from Work without Pay

Suspension from work without pay, also known as unpaid suspension, is the temporary removal of an employee from job duties and cessation of his or her pay. Unpaid suspension may be the result of an investigation of employee conduct or of disciplinary action. All Town employees may be subject to suspension from work without pay where permitted by law, and any such unpaid disciplinary suspension must be imposed in full-day increments.

Unpaid suspension permits the Town to review or investigate actions that warrant removing the employee from the worksite. These actions include, but are not limited to, theft or misappropriation of funds or Town property, drug or alcohol use while on the job, gross safety negligence or acts endangering others, illegal acts and violations of the Town's Harassment, Workplace Violence and Retaliation or Abusive Conduct policies (see Article XX and Article XIX, respectively).

Suspension may begin with or without notice but will be confirmed in writing. Such confirmation will include the reason for and the expected duration of the leave. Upon conclusion of an investigation, the employee will receive written notice of the result of the Town's investigation, the actual dates of leave and if any backpay for time on unpaid suspension will be awarded.

Information on suspensions without pay due to disciplinary reasons is included in Article XIII Section B.

Article XVII– Employee Benefits

Regular full-time employees may be eligible to receive benefits above and beyond salary for time worked. The Town of Farragut has a valuable benefits program that has been established to attract high-caliber personnel and to retain experienced, valued employees.

All benefits are subject to annual review in the Town’s budget process. Sustainment of the benefits listed below depends on available money and Board of Mayor and Aldermen’s approval. The following represent summaries of current benefits available to eligible town employees. Where information in this manual conflict with the actual plan documents, the plan documents control. Employees should always consult the plan documents for information concerning benefits. Insurance carriers, policy specifications, and benefits are subject to change. The Town of Farragut reserves the right to modify, amend or terminate any of these benefit plans at any time with Board of Mayor and Aldermen approval. Employees are enrolled in benefits during new hire orientation. Employee questions regarding benefits should be addressed to the Human Resources Manager.

Section A. Group Life and AD&D Insurance Program

The Town offers life insurance and accidental death and dismemberment (AD&D) insurance coverage under a group policy at no cost to each regular full-time employee. The insurance carrier establishes the terms and conditions of the policy. Eligible participants must designate a beneficiary and may change their beneficiary at any time by notifying the Human Resources Department in writing.

Section B. Group Health Insurance Program

The Group Health Insurance Program shall be available to all regular full-time employees. Coverage for the employee and family (if applicable) will begin following 30 days of continuous employment.

Section C. Dental Insurance

In conjunction with the group health insurance program, the Town provides dental insurance under the same terms and conditions as the group health insurance program.

Section D. Vision Insurance

In conjunction with the group health insurance program, the Town provides vision insurance under the same terms and conditions as the group health insurance program. Employees enrolled in the group health insurance program are automatically enrolled in the group vision program at the same level of coverage.

Section E. Long-term Disability Insurance Program

The Town provides, at no cost to the employee, a long-term disability insurance program for full-time employees. All active, full-time employees who have completed thirty days (30) of continuous service with the Town of Farragut and who become totally disabled to perform the essential duties of their job by reason of injury, sickness, or pregnancy may become eligible for long-term disability benefits subject to all the terms and conditions of the policy and as provided. Long-term disability benefits are payable only following a 90-day period of total disability and shall provide up to 60% of the employee's base salary including a combination of workers compensation, disability pensions, and any other sources of income up to a maximum of \$5,000 per month.

All claims for long-term disability benefits shall be governed by the specifications of the long-term disability insurance policy in its entirety.

Section F. FICA Insurance

The Town participates in the Federal Insurance Contributions Act (Medicare). The Town and employees are required by law to make appropriate contributions according to current rates and regulations.

Section G. Social Security

Town employees voted in an irrevocable Social Security Divided Vote Referendum on February 21, 2012, to join or not to join Social Security. Therefore, employees who voted to remain out of the Social Security system will permanently remain out of Social Security while Town employees. Employees who voted to join the Social Security system and all part-time, temporary, seasonal and paid intern employees hired after the February 21, 2012, vote was taken are members of the Social Security system. The Town provides the employer's share of Social Security contributions at the current federal rate and the employee provides the employee's share at the current rate by payroll deduction. All employees hired after the Social Security Referendum will be members of Social Security.

Section H. Retirement Plan

The Town shall provide a retirement plan for all regular full-time employees. Currently, the Town offers a defined contribution retirement plan for all regular full-time employees. For employees who voted in the Social Security Referendum to remain out of Social Security, the Town will deposit 8% of gross wages into a 401(k) plan. Also, the Town will match these employees' contributions up to 2%.

For employees in the Social Security system, the Town will initially match up to 4% of gross wages for employee contributions into a 401(k) plan.

Additionally, the Town offers further matching opportunities for both sets of employees. This additional matching opportunity is based upon years of service according to the following schedule:

0-4 years of service =	0 matching
5-9 years of service =	2% matching
10-19 years of service =	4% matching
20+ years of service =	6% matching

Upon hire, regular full-time employees are automatically enrolled in the plan. Employees are 100% vested in the retirement after three (3) years of service. When an employee meets the conditions set forth in the

retirement plan regulations, the employee may elect to retire and receive all benefits earned in the Town's retirement plan. The Board of Mayor and Aldermen shall periodically designate the authorized carrier for each of the above benefits. Under the TCRS 401(k) and 457 Agreements, an employee may retire at age 60 or later. Employees must give a thirty (30) days' notice of retirement.

Section I. Supplemental Retirement Program

Any regular full-time employee may contribute a portion of their salary on a pre-tax basis to a 457 plan. Participation in the 457 plan is completely voluntary. Employees may enroll in the 457 plan at any time during their employment.

Section J. Service Recognition

See Article IX, Section I for details regarding service recognition.

Section K. Unemployment Insurance

The Town adheres to the Tennessee Unemployment Compensation Act. The Town is required by law to make appropriate payments.

Section L. Town-Supplied Equipment and Uniforms

In many circumstances, the Town issues equipment such as cell phones, computers, personal safety devices or other equipment deemed necessary to perform the job duties required by the employee's positions.

The Town provides or pays a portion of the cost of uniforms and equipment (such as cell phones, computers, personal safety devices, etc.) deemed necessary for employees to carry out their day-to-day work.

The Town requires employees, whose uniforms are assigned by an outside vendor, to sign a Uniform and Equipment Agreement (Appendix N) upon issuing such uniforms or equipment. If an employee loses or damages the equipment or uniforms, other than in the line of duty, or if they are not returned in good condition at the time of termination, then the Town may require the employee to pay for replacement items in accordance with the Uniform and Equipment Agreement. From time to time, any/all employees may be required to wear collared shirts, tee shirts, and/or jackets with the Town logo embroidered or embossed on them. These garments will be issued to employees by the Town.

Section M. Employee Assistance Program (EAP)

Confidential professional assistance is offered to any employee or family member of an employee who feels an experienced counselor could help resolve a personal problem. The EAP offers assistance in the areas of marital, family, children, financial, legal, alcohol abuse, drug and substance abuse, grief, anxiety, depression, stress, and any other personal or emotional problems. Although there is no charge for this service, costs may be incurred if a counselor recommends outside help. However, the EAP will work to minimize the employee's costs by locating a qualified referral source that may be covered in part or completely by insurance. The Human Resources Manager will connect employees with the EAP professional.

The Town of Farragut also recognizes that a wide range of problems not directly associated with one's job function can affect an employee's job performance. In most instances, such personal problems can be overcome independently and the effect on the job performance will be minimal. In other instances, normal supervisory counseling will provide the needed motivation or guidance by which such problems can be resolved so that job performance will return to an acceptable level. In some cases, regardless of the efforts of the employee or supervisor, where unsatisfactory job performance persists over a period of time, either constantly or intermittently, the Town may make a mandatory supervisory referral to EAP.

It is the policy of the Town of Farragut to handle such problems through a mandatory supervisory referral to an EAP provider within the following framework:

1. The Town of Farragut recognizes that almost any human problem can be successfully treated, provided it is identified in its early stages and appropriate referral is made, whether the problem is one of physical, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse, legal problems or other concerns.
2. When an employee's job performance or attendance is unsatisfactory, and the employee is unable or unwilling to correct the situation, either alone or with normal supervisory assistance, a cause outside of the realm of job responsibilities may be the basis of the problem.
3. The purpose of this policy is to assure employees that, if personal problems are the cause of unsatisfactory job performance, the employee may receive careful consideration and an offer of assistance to help resolve these problems in an effective and confidential manner.

The procedure for implementing the mandatory supervisor referral is as follows:

1. When an employee's work performance or attendance is unsatisfactory, it will be called to his/her attention per the regular procedure by the Department Head or immediate supervisor.
2. If low performance or attendance problems continue, the Department Head/supervisor will discuss the problem formally with the employee, whereby the employee may be referred to the EAP for mandatory assistance following corrective action procedures. This discussion will consist of a written counseling statement as outlined in the corrective action policy (Article XIII). Both the job-related problem and the offer of EAP must be documented. A supervisory referral to EAP is mandatory and a condition of continued employment. The Department Head will notify the Human Resources Department and request assistance in making a referral.
3. The initial assessment with the EAP may be scheduled during regular work time, provided that the time away from the employee's department is approved by the Department Head. The employee will be paid for this time away from the department at the same rate received as if working his/her regular schedule and applies to the initial assessment only. Counseling time extending past the employee's regular scheduled work shift will not be compensated. The employee may use sick leave for subsequent visits.
4. If the employee successfully completes EAP counseling and the job performance or attendance problems improve to a satisfactory level, no further action will be taken. If the employee's job performance or attendance problems continue, the regular disciplinary procedures will apply. (See Article XIII)
5. When the Department Head or Human Resources Manager refers the employee for mandatory assistance, further communications will be made to the Department Head **or** Human Resources Manager by the counselor after the employee has signed a required Release of Information.

Generally, the only information that is released is whether or not the employee made the appointment and is following the treatment plan.

The Town of Farragut's EAP Program is operated by outside consultants and available free of charge to employees and family members living in the immediate household. Except under the circumstances outlined above, all information is confidential.

Section N. Tuition Reimbursement

Tuition reimbursement for employees is a plan which offers financial assistance to an employee who takes accredited courses on a for-grade basis directly related to his/her work or to a position the employee may conceivably be considered for in the future and which is likely to increase his/her value to the Town. Courses or professional development seminars taken for certifications do not need a grade to qualify for Town reimbursement.

This program is not specifically intended to support a full-time course of study but is designed to enhance the quality of work that the individual brings to the job. It is provided to those employees classified as regular full-time who have satisfactorily completed the probation period and after approval as provided below.

Tuition reimbursement is available when the following requirements have been met:

1. Employee is regular full-time. Reimbursement will not be approved for employees whose last annual performance evaluation is not at or above "meets standards".
2. Written notice of intention to use the Tuition Reimbursement Program shall be presented to the Department Head prior to March 1 to be included in the following fiscal year. This notice should be presented to the Town Administrator for approval to be included in the budget. Each individual department head is responsible for allocating funds to cover the Tuition Reimbursement Program for his/her employees.
3. Employee has submitted a Tuition Reimbursement Request Form (Appendix B) for preapproval from his/her Department Head and Town Administrator to enroll in a class. The Tuition Reimbursement Request Form shall be submitted no later than five (5) working days before the course begins. Tuition Reimbursement Request Forms are available from the Human Resource/Administrative Office. Additionally, the employee must sign a Town reimbursement form that requires full reimbursement of Town training costs if the employee voluntarily leaves Town employment in less than one (1) year and 50% reimbursement if the employee voluntarily leaves Town employment between one (1) and two (2) years of completing the class (see item number 9, below).
4. Upon completion of the preapproved course, the employee must submit proof that he/she has received a grade C or better. The employee must also submit the tuition receipt verifying cost and payment of the tuition.
5. The employee shall affirm that he/she has not been reimbursed for this approved educational training by some other funding source. Persons being supplemented under any other program(s) (i.e. state supplements, G.I. Bill, scholarships, government funding, etc.) are not eligible for course reimbursement under the Town's Tuition Reimbursement program.
6. Employees will be reimbursed for educational tuition and required fees upon submission of a transcript as follows:

	<u>For-Grade Basis</u>	<u>% Reimbursement</u>
•	A or B	100% of Tuition
•	C	50% of Tuition
•	Below C	No reimbursement

7. Employees will be limited to a reimbursement of up to \$1,500 per fiscal year. The reimbursement will be presented in a lump sum check after the course is completed and notification of completion of the course has been received. The reimbursement is subject to IRS regulations and may be considered taxable income.
8. This reimbursement amount is for tuition and required fees only. The reimbursement amount shall not include books, departmental fees, or any other associated fees. Books, excluded fees and other associated costs are the responsibility of the employee.
9. Employees participating in the program are required to sign an Agreement to refund 100% of the cost to the Town if he/she voluntarily leaves Town employment within one (1) year of receiving tuition reimbursement. Should the employee voluntarily resign within 1-2 years of taking the class, the former employee must reimburse the tuition money to the Town at the pro-rated amount of 50%. If an employee leaves service during the course, he/she shall not be entitled to any reimbursement.

NOTE: The Town reserves the right in its sole discretion to amend, modify or discontinue the benefits and plans offered under this Article XVII, including making any changes to the benefits, eligibility and employee premium and/or contribution requirements for the group health insurance and welfare plans provided for herein.

Article XVIII – Workplace Safety / Risk Management

Section A. Policy

It is the policy of the Town to provide a safe and secure work environment for all Town employees. The Town has established workplace safety procedures and regulations that comply with regulatory requirements and which are intended to increase safety consciousness among all employees. It is Town policy to maintain a constant vigilance of all safety programs, and where safety standards are found to be deficient, the Town shall take immediate action to correct the situation. The Town adheres to the philosophy that the safety of the employees and the public is a high priority.

Employees are responsible for abiding by the Town's *Safety Manual*. A copy of the *Safety Manual* can be obtained from the Human Resources Department.

Section B. Workers' Compensation

The Town covers all employees under Workers' Compensation Insurance. The Town adheres to the provisions and requirements of the Division of Workers' Compensation of the Tennessee Department of Labor.

When an employee is injured while working and being compensated by the Town and requires medical attention, the employee should seek medical attention from a physician on the panel of physicians approved by the Town's workers' compensation insurance carrier. The panel of approved physicians will be posted in

each location. In a life-threatening emergency situation, the injured employee may use the most convenient medical service or hospital.

Employees off work on temporary total disability (TTD) or on-the-job injury leave shall receive compensation in accordance with the Tennessee Department of Labor regulations. The Human Resources Manager under the direction of the insurance carrier or its representatives shall coordinate all workers' compensation claims. The employee shall be required to communicate to and coordinate all activities (i.e., medical care, restricted duty, return to work, etc.) through the Human Resources Manager. Failure to follow proper procedure may result in disciplinary action.

The Town of Farragut Human Resources Manager will assist the employee in scheduling medical provider appointments, if requested by the employee. For injured employees who return to work on light duty status, up to two hours spent at medical or physical therapy appointments as follow-up treatment for any occupational injury or illness shall be considered Town work and shall not be charged against any of the employee's accrued paid sick leave. Any time over two hours away from work shall be charged against the employee's accrued paid sick leave.

Section C. Workers' Compensation Reporting Procedures and On the Job Injury Leave Procedures

Employees shall adhere to the Town's Workers' Compensation Reporting and On the Job Injury Leave Procedures that are found in the Safety Manual. Employees shall report immediately any injury incurred in the course of their employment, however minor, to their supervisor or Department Head, and take necessary first aid or medical treatment. It is mandatory that within twenty-four (24) hours the employee (or supervisor if the employee is deemed unable) shall complete and sign the *Employee Injury Report* (Appendix C). Next, the employee will complete and sign Form C-42 in order to choose a treating physician (Appendix D). An employee determined to have been able and who fails to complete these forms shall not be eligible for occupational disability or injury leave.

When an employee is injured on the job, the supervisor or Department Head shall, immediately after receiving the Employee Injury Report, complete the Supervisors' Accident Investigation Section of the report. The original of each report must be submitted to the Human Resources Manager within twenty-four (24) hours of the incident. The Department Head may keep a copy for his/her file. Where an accident causes serious bodily injury or death to an employee, the supervisor shall immediately notify the Department Head and the Human Resources Manager.

Section D. Return to Work

Employees shall adhere to the Town's *Return to Work Policy* found in Appendix E. In all cases of occupational disability, the responsibility of determining the character, degree, and potential duration of an injury shall rest with the licensed practicing medical doctor(s) designated by the Town. The medical doctor(s) may make periodic examinations, progress reports, and recommendations as deemed necessary by the Human Resources Manager. The employee shall be required to return to work upon the approval of the medical doctor(s) with or without reasonable accommodations unless the employee qualifies for additional leave under state or federal law.

An employee who suffers a work-related illness or injury and is unable to return to work shall be granted worker's compensation leave that will run concurrently with the Family Medical Leave Act (FMLA) and will be governed by the Town's FMLA policy (see Article XVI, Section F). While on worker's compensation leave, the employee must follow the treating physician's orders. If the treating physician orders include time off work, the physician's order includes both their regular job and their secondary job (if any).

Employees on worker's compensation leave will be required to use sick or annual leave during the first seven (7) days of an on the job injury. If the absence from the injury exceeds 7 days, a reimbursement to the employee's leave balance may occur. The employee shall continue to accrue sick leave and vacation pay at the employee's regular rate while he/she is on any paid worker's compensation leave up to the maximum allowable benefit.

Before an employee is returned to full duty, the employee must be certified by the attending physician as capable of performing the essential functions of the job. The attending physician will be furnished a copy of the job description, including a list of the essential job functions and required capabilities. The attending physician must certify the employee's ability to perform the essential job functions and state clearly any medical restrictions placed on the employee and the duration of such restrictions. The Town reserves the right to obtain a second medical opinion from the physician of its choosing before a final decision is made on a return to duty.

If an employee is unable to return to the position held at the time of the injury, with or without a reasonable accommodation, the Town Administrator may take reasonable steps to place the individual in a comparable position, if one is available, for which he/she is qualified and able to perform the essential functions, with or without reasonable accommodations. However, the Town is not required to create a "light duty" position.

Should an employee be unable to return to full duty after FMLA leave or leave granted as a reasonable accommodation under the ADA is exhausted, and no comparable position for which the employee is qualified is available, the employee may be subject to separation if:

1. he/she cannot perform the essential functions of the employee's position or any vacant available position due to a disability that cannot reasonably be accommodated without an undue hardship; or
2. the employee poses a direct threat of injury to himself/herself and/or others.

Section E. Drug and Alcohol Testing

The Town has two substance abuse testing policies. The first is for CDL holders. The second is for all other employees. Employees shall adhere to the Town's Drug and Alcohol Testing Policies found in Appendix F.

Article XIX – Abusive Conduct Policy

The Town of Farragut is firmly committed to a workplace free from abusive conduct as defined herein. We strive to provide high-quality services in an atmosphere of respect, collaboration, openness, safety, and equality. All employees have the right to be treated with dignity and respect. All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution. Employees who file complaints will not suffer negative consequences for reporting others for inappropriate behavior.

This policy applies to all full-time, part-time, and seasonal employees of the Town, including interns. It does not apply to independent contractors, but other contract employees are included. This policy applies to any sponsored program, event, or activity, including, but not limited to, sponsored recreation programs and activities, and the performance by employees of their employment-related duties. The policy includes electronic communications by an employee.

Definition of Abusive Conduct

Abusive conduct includes acts or omissions that would cause a reasonable person, based on severity, nature, and frequency of the conduct, to believe that an employee was subject to an abusive work environment, which can include but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an employee's work performance in the workplace.

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious.

Abuse conduct does not include:

- Disciplinary procedures in accordance with adopted policies of the Town;
- Routine coaching and counseling, including feedback about and correction of work performance;
- Reasonable work assignments, including shift and overtime assignments;
- Individual differences in styles or personal expressions;
- Passionate, loud expression with no intent to harm others;
- Differences of opinion on work-related concerns;
- The non-abusive exercise of managerial prerogative.

Employer Responsibility

Supervisors and others in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. The Supervisor will:

- Provide a working environment as safe as possible by having preventative measures in place and by dealing immediately with threatening or potentially violent situations;
- Provide good examples by treating all with courtesy and respect;
- Ensure that all employees have access to and are aware of the abusive conduct prevention policy and explain the procedures to be followed if a complaint of inappropriate behavior at work is made;
- Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates;
- Respond promptly, sensitively and confidentially to all situations where abusive behavior is observed or alleged to have occurred.

Employee Responsibility (including witnesses)

Employees shall treat other employees with dignity and respect. No employee shall engage in threatening, violent, intimidating or other abusive conduct or behaviors. Employees are expected to assume personal responsibility to promote fairness and equality in the workplace and report any incidents of abusive conduct in accordance with this policy.

Employees should co-operate with preventative measures introduced by supervisors and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures.

Retaliation

Retaliation is a violation of this policy. Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

Training for Supervisors and Employees

All supervisors and employees are encouraged to undergo training on abusive conduct prevention as directed by the Town. Training should identify factors that contribute to a respectful workplace, familiarize participants with responsibilities under this policy, and provide steps to address an abusive conduct incident.

Complaint Process Reporting

Employees: Any employee who feels they have been subjected to abusive conduct is encouraged to report the matter orally or in writing to their immediate supervisor, but if not comfortable doing so or if the supervisor is the one engaging in the inappropriate behavior, then take the matter or to the Human Resources Manager or to the Town administrator.

Any employee seeking to file a complaint should ensure the complaint consists of precise details of each incident of abusive conduct including dates, times, locations and any witnesses. Formal complaints should be documented in writing but are not required to be in writing.

Witnesses: An employee who witnesses or is made aware of behavior that may satisfy the definition of abusive conduct (as defined herein) should report any and all incidents as set forth above.

Supervisors: Supervisors must timely report known incidents involving workplace abuse, intimidation, or violence to the Human Resources Manager. Supervisors are required to take reasonable steps to protect the complainant, including, but not limited to, separation of employees involved.

Investigation: Investigations of abusive conduct shall be conducted as soon as practicable and in accordance with the policies and practices of the Town of Farragut. The objective of the investigation is to ascertain whether the behaviors complained of occurred and therefore will include interviewing the complainant, accused, and witnesses with direct knowledge of the alleged behaviors. All interviews will be appropriately documented. The investigation will be conducted thoroughly, objectively, with sensitivity, and with due respect for all parties. The investigator will provide a copy of the investigative report to the appointing authority for further action. All affected parties will be informed of the investigation's outcome.

Corrective Action: In the event of finding of abusive conduct, the employer will take immediate and appropriate corrective actions. Remedies may be determined the severity and frequency of the incidents of abusive conduct and in accordance with existing disciplinary policies of the Town.

Any employee who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action may include, but is not limited to, participation in training, disciplinary action up to and including termination, or changes in job duties or location.

Supervisory personnel who allow abusive conduct to continue or fail to take appropriate action upon learning of such conduct will be subject to corrective action. Such corrective action may include, but is not limited to, participation in training, disciplinary action up to and including termination, or changes in job duties or location.

While the Town encourages all employees to raise any concern(s) under this policy and procedure, the Town recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Individuals falsely accusing another of violations of this policy will be disciplined in accordance with *Article XIII-Guidelines for Employee Conduct and Discipline* policy.

Any employees exhibiting continuing emotional or physical effects from the incident in question should be informed of established employee assistance programs or other available resources (see Article XVII, Section M).

When abusive conduct has been confirmed, the Town will continue to keep the situation under review and may take additional corrective action if necessary. Preventative measures may also be taken to reduce reoccurrence of similar behavior or action.

Confidentiality: To the extent permitted by law, the Town of Farragut will maintain the confidentiality of each party involved in an abusive investigation, complaint or charge, provided it does not interfere with the ability to investigate the allegations or to take corrective actions. However, state of Tennessee law may prevent the employee from maintaining confidentiality of public records. Therefore, the Town cannot guarantee confidentiality.

Article XX – Harassment, Workplace Violence and Retaliation

It is the policy of the Town of Farragut that all employees have a right to work in an environment free from discriminatory harassment based on sex, gender, race, color, age, national origin, religion, disability, political affiliation, genetic information, veteran's status, military affiliation or obligation, or any other protected discriminatory factor. The Town prohibits any form of harassment of its employees by other employees and will take immediate and appropriate action to prevent and to correct behavior that violates that policy. The Town also strives to protect its employees from any form of harassment by third parties, including citizens and vendors.

Consequently, this policy applies to officers and employees of the Town of Farragut, including but not limited to, full and part-time employees, elected officials, and seasonal/temporary employees, employees covered or exempt from the *Personnel Policies and Procedures Manual* or other regulations of the municipal government and employees working under contract for the municipality.

Section A. Definition of Sexual Harassment and Other Forms of Harassment

Sexual harassment is defined as sexually offensive or inappropriate conduct, including unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. This conduct constitutes unlawful sexual harassment when: (1) submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment; (2) submission to or rejection of such conduct is

used as the basis for an employment decision; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. While sexual harassment usually involves members of the opposite sex, it also includes same sex harassment (i.e., males harassing males and females harassing females because of the recipient's sex).

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with our work effectiveness. Sexual harassment may take different forms. One specific form is the demand for sexual favors. Other forms of harassment include:

Verbal: Sexual innuendos, suggestive comments, joke of a sexual nature, sexual propositions, threats, and offensive language.

Non-Verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures either in person or on any form of electronic media.

Physical: Unwanted physical conduct, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

Sexual harassment may be overt or subtle. Some behavior which is appropriate in a social setting may not be appropriate in the workplace. But whatever form it takes, verbal, nonverbal or physical, sexual harassment can be insulting and demeaning to the recipient and cannot be tolerated in the workplace. Sexual harassment by an employee, manager, supervisor, or third-party non-employee will not be tolerated by the Town of Farragut. All employees, managers and non-supervisors will be expected to comply with this policy and take appropriate measures to ensure that such conduct does not occur. Based on the seriousness of the offense, disciplinary action, up to and including termination, will be taken against any employee who violates this policy. In furtherance of this policy, the Town of Farragut prohibits managers and supervisors from dating or otherwise having a romantic or sexual involvement with any subordinate employee.

The Town also has a strong policy against harassment based upon race, sex, national origin, color, disability, age, veteran's status or religion. This harassment might include words, gestures, behaviors, or actions which diminish employees, make the job environment hostile, affect employment decisions, and/or interfere with work performance. It is the intent of this policy to treat all harassment complaints seriously and to utilize the same complaint processing procedure regardless of the type of complaint. The Town of Farragut *encourages* any employee to raise questions he or she may have regarding harassment with the Town Administrator or Human Resources Manager.

Section B. Workplace Violence and Harassment

It is the policy of the Town of Farragut to promote a productive, safe and healthy work environment for all employees, customers, vendors, contractors and members of the general public and to provide for the efficient and effective operation of the Town's activities. The Town of Farragut will not tolerate verbal or physical conduct by an employee which harasses, disrupts or interferes with another's work performance or which creates an intimidating, offensive or hostile environment.

No employee or non-employee shall be allowed to harass, threaten, bully or engage in violent conduct toward a co-worker, subordinate or superior employee, or non-employee by exhibiting behavior including, but not limited to, the following:

Verbal: Verbal threats toward persons or property; the use of vulgar or profane language directed towards others; disparaging or derogatory comments or slur; offensive flirtations or propositions; verbal intimidation (bullying); exaggerated criticism or name-calling; spreading untrue and malicious gossip about others.

Non-verbal: The use of suggestive body language, use of hand signs, or any additional suggestive, intimidating, or lewd gestures such that any reasonable person would deem them inappropriate; derogatory or offensive posters, cartoons, publications or drawings, including electronic harassment via any form of social media or email.

Physical: Any physical assault, such as hitting, pushing, kicking, holding, impeding or blocking the movement of another person.

The Human Resources Manager is charged with investigating all cases of workplace violence and harassment. Depending on the severity of the charges or whether a crime is committed, the Town Administrator may request that the Knox County Sheriff or legal counsel provide assistance to the Human Resources Manager or assume responsibility for the investigation.

The Town retains the right, based upon reasonable suspicion of a violation of these policies, or out of business necessity in order to locate needed materials, documents or other things, to search an employee's office, desk, locker, and other Town property under the control of the employee.

Reasonable suspicion sufficient to justify a search may be based upon a clear and reasonable belief, through observation or information provided by a reliable and credible source, that a violation of Town policies is occurring and that in furtherance of the investigation of such violation access to such areas is necessary.

A decision to search shall be made by the Town Administrator in consultation with the employee's Department Head and the Human Resources Manager.

Searches of Town property under the control of an employee (offices, desks, filing cabinets, lockers, etc.) are subject to being conducted without notice to the employee, once the reasonable suspicion standard has been satisfied, or the need to search has been established by the Town Administrator.

Section C. Making Harassment Complaints

Employees have the responsibility to *immediately* bring any form of unwelcome workplace harassment or violence to the attention of either the Town Administrator or the Human Resources Manager at the option of the employee. Both of these Town officials are trained to respond promptly and effectively to any complaint. Although employees are free to address inappropriate conduct with the offending person, an employee does not have to complain first to the offending person.

All complaints will be handled in a timely manner. A thorough and independent investigation will be conducted based on the employee's statement of what has occurred. The Town will not tolerate harassing, threatening, bullying, or violent conduct toward its employees. The Town will take immediate, positive steps to stop it when it occurs. The Town may also be responsible for the acts of non-employees, with respect to the harassment of employees in the work place, where the municipal government (or its agent or supervisory employees) knows or reasonably should have known of the conduct and failed to take immediate corrective action. Prevention is the best tool for the elimination of harassment. Therefore, the following rules shall be strictly enforced. An employee who feels that he/she is being subjected to harassment should immediately contact one of the persons below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to the Town's Human Resources Manager or the Town Administrator.

Should the harassment involve the Town Administrator, the employee may report the unwelcome harassment or workplace violence to the Human Resources Manager or the Town attorney. Both the Human Resources Manager and the Town attorney are trained to respond promptly and effectively to any complaint. Employees have the right to circumvent the employee chain of command in selecting which person to whom to make a complaint of harassment. Regardless of which of the above Town officials the employee complains to, the employee should be prepared to provide the following information:

1. Official's or employee's name, department and position title;
2. The name of the person(s) committing the harassment, including their job title(s);
3. The specific nature of the harassment, how long it has gone on and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.), taken against the employee because of the harassment, or any other threats made against the employee as a result of the harassment;
4. Witnesses to the harassment; and
5. Whether the employee has previously reported the harassment and, if so, when and to whom.

Section D. Investigation of Harassment Complaints

The Human Resources Manager, or their designee, is the person designated by the Town to be the investigator of complaints of harassment or workplace violence against employees. In the event the complaint is against the Human Resources Manager, the investigator shall be appointed by the Town Administrator. The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment or workplace violence, witnesses interviewed during the investigation, the person against whom the complaint was made, and any other person contacted by the investigator in connection with the investigation. The notes shall be made at the time the verbal interview is in progress. Upon conclusion of the investigation, the investigator shall submit a report of the findings to the Town Administrator. The report shall include the statement of the person complaining of workplace violence or harassment, the written statement of witnesses, the written statement of the person against whom the complaint was made, all the investigator's notes connected to the investigation and a recommendation for disciplinary action, if any.

Upon receipt of the investigator's report, the Town Administrator shall immediately review the report and may discuss it with the investigator. If the Town Administrator determines that the report is not complete in some respect, he/she may request additional statements be taken from the person complaining of harassment, the person against whom the complaint has been made, witnesses to the conduct in question or any other person who may have knowledge about the harassment. Based upon the report and his/her review of the information, the Town Administrator shall, within a reasonable time, determine whether the conduct of the accused violated the workplace violence and harassment policy constitutes harassment. In making that determination, the Town Administrator shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred and the conduct of the person complaining. The determination of whether harassment occurred will be made on a case-by-case basis.

If the Town Administrator determines that the complaint of harassment or workplace violence is founded, he/she shall take immediate and appropriate disciplinary action against the guilty employee, consistent with

his authority under the municipal charter, ordinances or rules governing his authority to discipline employees. Disciplinary action for harassment shall be governed by the same rules governing disciplinary actions generally (see Article XIII). The disciplinary action shall be consistent with the nature and severity of the offense, the rank of the employee and any other factors the Town Administrator believes relate to fair and efficient administration of the municipal government, including, but not limited to, the effect of the offense on employee morale and public perception of the offense, and the light in which it casts the municipality. Disciplinary action up to and including termination of employment shall be taken. A determination of the level of disciplinary action shall also be made on a case-by-case basis. A written record of disciplinary actions taken shall be kept, including verbal reprimands. In all events, an employee found guilty of harassment shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses or any other person connected with the investigation of the complaint of harassment. In cases where the harassment is committed by a non-employee against a municipal government employee in the work place, the Town Administrator shall take whatever lawful action against the non-employee is necessary to bring the harassment to an immediate end.

Section E. Obligation of Employee

All employees, managers, supervisors and non-supervisors will be expected to comply with this policy and take appropriate measures to ensure that such conduct does not occur. Approval of, participation in or acquiescence in conduct constituting workplace violence or harassment will be considered a violation of this policy. Additionally, employees are obligated to report instances of workplace violence or harassment. Employees are also required to cooperate in every investigation of workplace violence and/or harassment. The obligation includes, but it is not necessarily limited to, coming forward with evidence, both favorable and unfavorable for a person accused of such conduct and fully and truthfully making written reports or verbally answering questions when required to do so by an investigator. Employees are also obligated to refrain from making bad faith accusations of workplace violence and harassment. Based on the seriousness of the offense, appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy.

Section F. Retaliation

The Town of Farragut prohibits all forms of retaliation against any individual who complains in good faith about workplace discrimination or harassment or reports in good faith conduct which violates Town policy. This zero-tolerance policy also protects individuals who participate in the investigation of any such complaint or report.

It is the Town's policy to encourage discussion of workplace issues and to help protect others from being subjected to inappropriate behavior. Violation of this policy may result in severe disciplinary action up to and including dismissal.

Any employee who believes he or she has been retaliated against shall *immediately* report the retaliation to the Town Administrator or the Human Resources Manager.

Section G. Open Door Policy

The Town of Farragut recognizes that the question of whether a particular action or incident produces a discriminatory employment effect requires a factual determination based on all facts in the matter. Given the nature of this type of discrimination, the Town also recognizes that false accusations of workplace violence or harassment can have serious effects on innocent individuals. We trust that all employees of the Town will continue to act responsibly to establish and maintain a pleasant working environment, free from discrimination, for all. The Town of Farragut *encourages* any employee to raise questions he or she may have regarding these issues with the Town Administrator or Human Resources Manager. The Town of Farragut Human Resources Department has an open-door policy and employees are welcome to discuss any aspect of their employment without fear of retaliation.

Article XXI – Firearms and Weapons

The Town of Farragut is committed to providing a safe, healthy working environment, and to making adequate provisions for the safety and health of our employees, citizens, and the public. It will not permit employees to act in ways that may endanger themselves or others.

All employees are prohibited from possessing, carrying, trading, or showing weapons of any kind, including firearms, fireworks, guns, explosives, bows and arrows, knives, chains or other items carried for purposes of inflicting injury or intimidation, etc. while on premises, while on duty, while operating Town vehicles or equipment, or while operating personal vehicles for Town purposes. Employees are also prohibited from keeping weapons in their personal vehicles parked on the Town's premises, unless the weapon is stored in the employee's personal vehicle in accordance with Tennessee state law. Town premises include any property owned, operated, controlled, or managed by it. Individuals are permitted to carry mace, pepper spray and pocketknives with blades no longer than four inches as long as they are stored in a pocket, purse, briefcase or their personal belongings. This policy does not apply to those who are expressly authorized by the Town to use firearms and explosives (and other authorized tools that could be viewed as weapons) in the performance of their jobs.

The Town reserves the right, based upon reasonable suspicion of a violation of this policy, to search an office desk and other property under the control of the employee, as well as the packages, purse, lunch boxes, briefcases, and employees' vehicles parked on its premises. Individuals may also be required to remove a jacket or sweater and to turn out their pockets. Reasonable suspicion sufficient to justify a search may be based on a clear and reasonable belief, through observation or information provided by a reliable and credible source, that an employee is in violation of this policy. Searches of Town property under the control of the employee are subject to being conducted without notice to the employee once the reasonable suspicion standard has been met.

It is not a violation of this policy to possess chains, dangerous chemicals, etc. on Town property where issued or sanctioned by the Town for use in the performance of the employee's job.

Article XXII – ADA/ADAAA

Purpose

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the Town of Farragut to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the Town policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Procedures

When an applicant with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

The Town will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace which cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the Town.

Contact the ADA Coordinator in the Human Resources department with any questions or requests for accommodation. The ADA Coordinator/HR Manager shall initiate an interactive process in which the employee, health care provider and employer each share information about the nature of the disability and the limitations that may affect the employee's ability to perform the essential job duties. The interaction process entails a good-faith effort by the employer and the employee to discuss the limitations or performance issues the employee's disability may pose. The purpose of this discussion is to determine what (if any) accommodations may be needed that are reasonable. If needed, an employee or applicant may follow the Town ADA Grievance Procedure which is available on the Town website.

All employees are required to comply with the Town's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until the Town's organizational decision has been made regarding the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the Town ADA policy. The HR department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

Article XXIII – General Policies and Procedures

Section A. Employee Conduct

Employees of the Town shall not engage in any criminal, dishonest, infamous, immoral, or notoriously

disgraceful conduct or behavior, activity, or association, either on or off duty, which discredits him/her and/or the Town. Each employee is expected to conduct himself/herself both on and off the job in such a manner as to reflect positively on both himself/herself and the Town.

No person shall seek or attempt to use any political endorsement in connection with any appointment to a position, or demotion, or dismissal from a Town position.

No person shall use or promise to use, directly or indirectly, any official force or influence whether possessed or anticipated, to secure or to attempt to secure for any person an appointment to a position within the Town or any increase in wages or other advantage in employment for influencing the vote or political action of any person or for any other consideration. (See Appendix H: Ethics Policy)

No person shall, directly or indirectly, give, render, pay, offer, solicit, or accept any money, service, or other valuable consideration for or on account of any appointment or promotion, or any advantage in, a position within the Town employment. Any officer or employee who violates any of the provisions of this section shall forfeit his office or position.

Section B. Political Activity

In accordance with T.C.A. Sections 7-51-1501 through 7-51-1503, all Town employees shall:

1. Enjoy the same rights of other citizens of Tennessee to be a candidate for and to hold any federal, state or local political office except for any elected office of the Town of Farragut; and
2. Enjoy the right to participate in political activities by supporting or opposing political parties, political candidates, and petitions to governmental entities. Provided, however, that:
 - a. Employees of the Town shall not participate in any such political activities while on-duty for the Town; and
 - b. Employees shall not use Town equipment, including wearing Town uniforms, or any other Town resources either on or off duty while participating in political activities; and
 - c. Employees shall not seek election or appointment to Town of Farragut Board of Mayor and Aldermen.

Any willful violation or violations through negligence of any of this policy shall be sufficient grounds for the discharge of any employee guilty of such violation.

Section C. Records

Personnel records including the employee's social security number, bank account and routing numbers, medical records, and driver's license information (unless driving is part of the employee's duties or job description), home and personal cell number and residential address are confidential under T.C.A. Title 10, chapter 7. Additionally, employee drug tests are generally protected from disclosure under T.C.A. 50-9-109.

Information including salary, disciplinary records, and employment applications are open records for public inspection. These records shall be open for public inspection during regular office hours in accordance with such procedures as the Town Administrator may prescribe. The Human Resources Manager shall retain records necessary to the proper administration of the personnel system and the Town Administrator shall

prescribe necessary forms and report for all necessary personnel changes and actions. The Human Resources Manager shall maintain adequate records of all personnel activities and transactions, the proceedings of any and all hearings and appeals as they relate to personnel administration, this *Human Resources Policy and Procedures Manual*, the record of every applicant as required by applicable record retention standards, and the employment record of every employee.

Section D. Outside Employment

No regular, full-time employee of the Town of Farragut shall accept or engage in additional employment outside the official hours of duty without the written approval of the Department Head and Town Administrator with concurrence by the Human Resources Manager (see Form for *Approval of Outside Employment* in Appendix G). The Outside Employment Form must be renewed by January 31st of each year. Approval may be granted after determining whether outside employment will cause, or can cause a conflict of interest; is incompatible with the employee's position with the Town; will interfere with the satisfactory performance of the employee's duties; or is likely to reflect discredit upon, or create embarrassment for the Town. If the second job interferes with performance at the Town, the employee will be counseled and appropriate steps to correct the deficiencies will be taken.

Employees may not accept or continue any outside employment if the work unreasonably inhibits the performance of any duty of their position. Employees are to be reminded that the Town is their primary employer and that the Town will not schedule around the requirements of the employee's second job. Further, employees may not perform outside employment while on sick leave, FMLA leave or worker's compensation leave and worker's compensation restricted duty. Exceptions may be granted if an employee is returned to limited duty by a physician and the Town cannot accommodate the work constraints, but the secondary employer can without further injury or increased recovery time.

Section E. Business Dealings

Except for the receipt of such compensation as may be lawfully provided for the performance of Town duties, and except as noted below, no officer or employee of the Town shall have any financial interest in the profits of any contract, service, or other work performed by the town; or shall personally profit directly from any contract, purchase, sale, or service between the Town and any person or company; or serve as an agent to provide any surety, bail, or bond required by law or subject to the approval of the Board of Mayor and Aldermen.

No officer or employee shall accept any free or preferred services, benefits, or concessions from any person or company which person or company could in any manner directly or indirectly profit from action or inaction by the Town. Any official or employee who violates the provisions of this section shall be guilty of misconduct and be subject to disciplinary action. All officials and employees shall comply with the Code of Ethics in effect.

Section F. Acceptance of Gratuities

No Town officer or employee shall accept or solicit any money or other consideration or favor from anyone other than the Town for the performance of an act which the officer or employee would be required or expected to perform in the regular course of employment; nor shall any officer or employee accept, directly or indirectly, any gift, gratuity, or favor of any kind which might reasonably be an attempt to influence the

individual's actions with respect to Town business. For further explanation see Title 1, Chapter 5, Section 1-505 of the Municipal Code (Appendix H).

Section G. Use of Information

Employees may not disclose any information obtained in their employment that is made confidential under state or federal law except as authorized by law. Furthermore, employees may not use or disclose information obtained in their employment for financial gain for themselves or any other person or entity. For further explanation see Title 1, Chapter 5, Section 1-506 of the Municipal Code (Appendix H).

Section H. Use of Town Time, Facilities, Resources

No Town officer or employee shall use or authorize the use of Town time, facilities, supplies, inventory, materials, tools, machinery, equipment or other resources for private gain or advantage to himself/herself or any other private person or group; provided, however, that this prohibition shall not apply when the Board of Mayor and Aldermen has authorized the use of such resources of the Town, and the Town is paid at such rates as are normally and customarily charged by private sources for comparable services. For further explanation see Title 1, Chapter 5, Section 1-507 of the Municipal Code (Appendix H).

Section I. Use of Position

No Town officer or employee shall make or attempt to make private purchases in the name of the Town, nor otherwise use or attempt to use status as a Town employee to secure unwarranted privileges or exemptions. For further explanation see Title 1, Chapter 5, Section 1-508 of the Municipal Code (Appendix H).

Section J. Use of Town-Provided Technology and E-mail

Employees are encouraged to use authorized electronic communication systems and equipment responsibly and productively in performing their jobs. However, such use is a privilege and not a right, and it must be done properly and ethically in accordance with all applicable licenses, copyrights, patents, rules, laws, and regulations.

The Town of Farragut owns, leases, maintains, or operates various electronic communication systems and equipment, including but not limited to cell phones, smart phones, computers, software, telephones, voice mail, facsimiles, telecopiers, copiers, postage meters, e-mail, the Internet, the Web or other electronic communication systems, network or equipment. Employees may not copy or remove any town related information from electronic systems for any purpose other than a work-related purpose authorized by the Town Administrator. Town computers, email, internet-enabled phones, and voice mail are for business purposes and not to be used for illegal or inappropriate purposes and may be searched or monitored at any time. Employees can have no expectation of privacy on Town business equipment. The use of these Town-provided electronic communication systems and equipment for personal or a non-work-related purpose during work hours is prohibited. Employees are responsible for the content of all text, messages, images, information, and communications that they create, send, receive, or download.

Any employee who abuses the company-provided access to email, the Internet, or other electronic communications systems or networks, including social media, may be denied future access and, if

appropriate, be subject to disciplinary action up to and including termination.

All electronic mail is a local government record and may be considered a “public record” for the purposes of the Tennessee Public Records Act. Under the Public Records Act, certain email communications may be open to public access and inspection. In addition, such communication may be subject to discovery under the Tennessee or Federal rules of Civil Procedure.

The Town may also restrict or block an employee’s access to certain websites while using an electronic communication device supplied or paid for by the Town.

For more detailed information, see Appendix I, *Policy for the Use and Monitoring of Email*.

Section K. Employee Cell Phone Policy

Employees whose job duties include the frequent need for a cell phone may receive a Town issued cell phone or a cell phone allowance to cover business-related costs on their personal cell phone. No further reimbursement for cell phone costs is available to employees who receive such an allowance. The Town shall maintain a limited number of cell phones assigned to a specific department or piece of equipment. Town reimbursed personal cell phone expense is subject to open records. Cell/smart phones are not to be used while operating Town vehicles or machinery except in the event of an emergency. When driving on Town business in a Town vehicle, Town employees will focus on safe vehicle operation and therefore, shall not use cell/smart phones, PDA/laptop computer, and like technology. Pursuant to the T.C.A. 55-8-199, employees must not text while driving. (Appendix K).

Section L. Nepotism

No applicants for employment shall be hired and no employees shall work or be placed in positions within the Town if the applicant’s immediate family (as defined in Article II) as related through blood, adoption or marriage currently works for the Town. An applicant applying for a seasonal position and whose immediate family member works for the Town can only be hired if they are not directly or indirectly supervised by their family member.

If, after adoption of these Policies and Procedures, two employees in the same department or under the same direct supervision or accountability should marry or otherwise become in violation of this section by marriage or adoption, then those employees shall be asked to determine which of them will transfer within ninety (90) days to any vacant position in another department, division, or shift for which the employee is qualified and which would resolve the violation of the Town’s nepotism policy. An employee who is allowed to transfer under these circumstances must meet the minimum qualifications of a vacant, budgeted position and must have had an overall satisfactory rating on the last performance evaluation. If such a transfer cannot be arranged within ninety (90) days for either of the employees, then the employees shall be asked to determine which of them will leave Town employment. In the event the employees cannot decide between them who will leave, and if a transfer cannot be arranged, then the Town Administrator shall resolve the issue at his discretion.

Section M. Employee Licenses and Certifications

All employees are responsible for maintaining current and valid licenses and certifications necessary to

perform job duties. For example, any employee required to operate a Town vehicle or equipment must always possess the appropriate type of valid driver's license. An employee's failure to immediately report expiration or revocation of a required certificate or license shall be subject to disciplinary action in accordance with Article XIII. The Town shall conduct periodic checks of required licenses and certification to insure employees keep them valid and current.

Section N. Smoking, Vaping and Tobacco Policy

It is the policy of the Town of Farragut to prohibit use of all tobacco products, smoking and vaping on all Town premises in order to provide and maintain a safe and healthy work environment for all employees. The Town defines smoking as the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs and e-cigars.

The smoke-free workplace policy applies to:

- All buildings owned and maintained by the Town of Farragut are tobacco free. Smoking is prohibited within twenty-five (25) feet of all entrances, passageways, operable windows, and ventilation systems owned and maintained by the Town of Farragut.
- All Town-sponsored off-site conferences and meetings.
- All vehicles owned, operated, maintained, or leased by the Town are tobacco-free.
- All visitors (customers and vendors) to the company premises.
- All contractors and consultants and/or their employees working on the company premises.
- All employees, temporary employees and student interns.

Smoking and vaping are permitted in parking lots only.

While performing job duties, whether in or out of uniform, an employee may not smoke, vape or use smokeless tobacco. Employees who violate this policy will be subject to disciplinary action up to and including immediate discharge.

Section O. Hours of Work, Attendance, and Inclement Weather

Hours of Work: The Town Administrator shall establish hours of work per work period for each budgeted position and the hours during which offices shall be opened for business. The needs of service and the reasonable needs of the public who may be required to do business with the various Town Departments always shall be taken into account before the personal wishes of employees. Although the regular work week for all positions shall be 40 hours, an hourly employee shall be considered a full-time employee if the individual works a minimum of 34 hours per work week for benefits purposes. For pay purposes, the workweek for all employees is Saturday, 12:00 AM through Friday, 11:59 PM.

Whenever a salaried exempt employee requests a period of absence equal to or greater than one-half day, said employee shall obtain approval by the Town Administrator or his designee. Annual leave or sick leave will be utilized for absences of one-half day or longer.

Attendance: All employees shall be in attendance at assigned workstations or locations at established starting times in accordance with general departmental regulations and these *Policies*. Employees are required to adhere to the Town's time and attendance procedures, including but not limited to punching in

and out at time clocks and completing leave slips. All departments shall keep daily attendance records of their employees which shall be reported to the Administration Department on Mondays by a time specified by the Town Recorder/Treasurer.

When an unexpected personal illness or situation arises, an employee is required to notify their Department Head at a minimum of one half (½) hour before their work shift begins. Notification may be by phone, voice mail on their Department Heads' Town issued phone or an email to their Department Heads' Town email address. All employees are subject to discipline, up to and including termination, for failure to attend work as required. Any unauthorized absences from work for a period of three (3) consecutive days or more may be considered by the Town Administrator as a voluntary resignation.

Inclement Weather: Generally, inclement weather does not warrant the closing of Town facilities or activities, and every employee is expected to make every attempt to report to work as usual. Some Town operations and activities must continue regardless of, or because of, the weather conditions. Employees who must perform these activities are considered emergency personnel and are designated as such under specific or all circumstances by the Town Administrator in conjunction with individual Department Heads. These employees may be asked to report to work under the most severe weather conditions. Emergency personnel who fail to report to work will be charged with leave without pay.

If an employee is late due to severe weather conditions, the employee will not lose paid time unless the delay is longer than one (1) hour. Delays of longer than one (1) hour will be charged to annual leave or compensatory leave, or made up within the workweek, with the approval of the Department Head.

If weather conditions become progressively worse during the day, only the Town Administrator can approve closing all activities, operations, and functions in any department, facility, and/or building.

Section P. Separation and the Return of Town Property

The separating employee must return all Town property at the time of separation, including uniforms, cell phones, keys, PCs and identification cards. Failure to return items may result in deductions from the final paycheck. Employees will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the annual leave and wages owed in their final paycheck.

The separating employee shall contact the Human Resource department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or another day, as mutually agreed on.

Accrued annual leave will be paid in the last paycheck unless the employee resigned and failed to give at least a full two (2) weeks' notice.

Health insurance terminates the last day of the last month of employment unless an employee requests immediate termination of benefits. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided.

Section Q. Personal Appearance and Dress

In all of our dealings with citizens of the Town and others with whom we come in contact; it is important that we are viewed as professionals in whom all those we deal with can have confidence. People with whom

each employee deals will make judgments about our professionalism based on his or her appearance, dress, and hygiene.

The Town expects all employees to dress in a manner that is appropriate to the duties and responsibilities of their positions and conveys an image of self-pride, pride in the organization and respect for other employees and the public. Work attire should be appropriate to the job task and assignment and in good taste. It is expected that employees will use good judgment and common sense in choosing their work-day attire. In addition, clothing should be clean, neat, pressed, and well-maintained.

Non-uniformed administrative and office staff regardless of department shall wear business casual attire as set forth in the Personal Appearance Categories and Approved Clothing (Appendix J). Business attire is required for Board, Town Committee, and citizen meetings. The Town Administrator shall declare “special occasion” days which may include Fridays, days before holidays, and days where a significant portion of the workday will be spent outdoors or engaged in manual labor indoors. On “special occasion” days, casual attire (blue jeans) is acceptable for such staff.

The following items are prohibited unless specifically authorized by the Department Head and Town Administrator:

- Suggestive attire, see-through fabrics, low cut blouses or shirts, midriff shirts, miniskirts, clothing that is not the proper fit, or any other revealing apparel
- Overalls
- Wind pants
- Tank tops, spaghetti straps, or tube tops (unless worn under a blouse)
- Athletic wear such as sweatshirts, sweatpants, jogging suits, yoga pants, and sports jerseys
- Printed t-shirts not assigned to the employee as part of their uniform
- Casual flip-flops
- Large belt buckles that draw attention or belt buckles with words or symbols
- Pants with frayed hems, holes, rips or obvious patches
- Overly worn, torn, or tattered clothing
- Clothing or accessories that promote political affiliations that are a violation of Section B. “Political Activity” of this Article.
- Subjective or inflammatory symbols or any offensive clothing that is a violation of the Town’s Harassment and Workplace Violence Policy (Article XX).
- Shorts
- Denim blue jeans

Open toed shoes or sandals are not permitted in work areas where the exposure to chemical, environmental, or crushing hazards exist. Employees assigned to the Public Works Department, codes officers, and engineering technicians are required to wear non-athletic type boots which possess a sole with gripping capacity and safety toes. Other employees requiring the wear of such boots, as deemed necessary by the Town Administrator may be also covered. This policy applies to both full-time and part-time employees. More information is available in the Safety Policy Manual.

Employees should always maintain proper hygiene. Hair should be clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of the length. Extreme, fad type, or “edgy” hairstyles, such as “mohawks”, “faux-hawks”, mullets and the like are also not permitted. Sideburns, mustaches, and beards should be neatly trimmed. Beards may not be more than one inch in length from the chin or cheek. Long hair should be pulled back if it creates a safety concern. Fingernails should be clean and well-trimmed. Offensive body odors and fragrances should be avoided.

While on duty, tattoos shall not be visible by others and must be covered when working in settings where the employee is interacting with or may meet members of the public. Body piercing jewelry will only be worn on the ear. Male members shall not wear earrings while on duty or in uniform. Female members may wear conservative earrings that do not interfere with proper performance of duty or pose a safety hazard. No other visible piercings shall be permitted.

Employees with sincerely held religious beliefs that require clothing that may or may not be addressed here may speak to the Human Resources Manager regarding accommodations. Good judgment should be exercised when wearing clothing with a logo or trademark. Generally, no logos or trademarks greater than 4 inches by 4 inches should be worn. Employees should be conscious of wearing logos that may have the potential to show bias or favoritism for vendors or contractors that do business or may do business with the Town of Farragut. Any logos that may project a negative image (such as advertising for tobacco or alcohol companies) shall not be worn.

Additionally, Town Hall staff members may wear jeans and boots when their job tasks outside of Town Hall necessitate jeans and sturdier shoes/boots. Jeans are not to be worn in the presence of the public in Town Hall. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Any work time missed because of failure to comply with this policy will not be compensated and repeated violations of this policy will be cause for disciplinary action.

Town-Issued Clothing:

All Town uniforms shall be approved by the Town Administrator, in accordance with Article XVII, Section L. *Town-Supplied Equipment and Uniforms*. Employees required to wear a Town-issued uniform from an outside uniform rental company will be required to sign a Uniform and Equipment Agreement (Appendix N). Other Town employees may be required to wear Town issued uniform/clothing depending upon specific job duties and environmental work conditions. If issued a uniform, the employee shall wear such uniform while on duty, unless otherwise specified by their supervisor or Department Head.

Furthermore, employees are prohibited from wearing their uniform while not on duty (unless they are traveling to or from work). Town uniforms shall not be altered. Any employee wearing a Town uniform shall conduct themselves in a manner prescribed by the Town. Upon termination, all rental uniforms must be returned to the Human Resources Manager.

From time to time, a Department Head may choose to order clothing with the Town of Farragut logo for their employees. Such items should never be given to charities or individuals not employed by the Town of Farragut. Should an employee be separated from employment at the Town of Farragut, these items should be returned to Human Resources prior to the employee receiving their final paycheck.

Violations of the Town's personal appearance policy may be grounds for disciplinary action.

Section R. Use of Town-Owned Vehicles

The Town of Farragut employees who drive a town owned or leased vehicle will always operate them in a safe manner, adhering to all Town, State, and Federal traffic laws. Employees are always expected to extend common driving courtesies to fellow motorists. No employee will operate a Town vehicle unless he/she possess a valid driver's license. See Appendix M, *Vehicle Use Policy*

Section S. Travel

See Appendix L, *Travel and Expense Policy and Procedures*

Section T. Media Relations

From time to time, as an employee of the town, you may receive inquiries from the media (e.g., newspapers, television stations, radio stations, magazines, or other periodicals). To ensure that the Town of Farragut maintains the appropriate public image and that communications to the media are accurate and in line with applicable town policies, if you are contacted by the media, you should refer the individual making the inquiry to the Town Administrator. No employees are authorized to give statements on behalf of the Town of Farragut to any representative of the media without the express authorization of the Town Administrator.

Section U. Social Media/Social Networking

This policy applies to every employee employed by the Town in any capacity who posts any material (whether written, audio, video or otherwise) on any medium accessible via the Internet. For purposes of this policy, *social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Town, as well as any other form of electronic communication.. Examples include, are not limited to Facebook and any of their third-party applications, blogs, Snapchat, Instagram, RSS, YouTube, Twitter, LinkedIn, Pinterest, **TikTok**, online forums, etc.

Carefully read these guidelines; the Ethics Policy (Appendix H); and the Harassment, Workplace Violence, and Retaliation Policy (Article XX), and ensure your online postings, including those on your personal page(s), are consistent with these policies. Inappropriate social media postings that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination. Subject to applicable law, even content posted after hours that violates these policies may result in disciplinary action. The Town may view, access, or use information about an employee or applicant that is available in the public domain.

All communication using Town equipment, including internet capable phones, or conducted on Town time may be considered a public record subject to monitoring and disclosure to the public. Any postings on a non-Town social media site made in an official capacity shall be subject to the Tennessee Open Records Act and the Tennessee Open Meetings Act.

Town computers, email, internet-enabled phones, and voice mail are for *business* purposes and not to be used for any illegal or inappropriate purposes. These devices may be monitored at any time. Employees can have no expectation of privacy on Town business equipment.

The Town has the option of allowing employees to participate in existing social networking sites as part of their job duties. Department Heads may allow or disallow employee participation in any social media activities in their departments. **Refrain from using social media while on work time or on equipment the Town provides, unless it is work-related as authorized by your Department Head. Do not use your Town email addresses to register on social networks, blogs or other online tools utilized for personal use.**

Without permission of the Town Administrator, an employee may not characterize him or herself as representing the Town, directly or indirectly, in any online posting **on any platform**. The use of a Town email address, job title, official Town name, seal or logo, and photographs of employee's wearing Town uniforms shall be deemed an attempt to represent the Town in an official capacity. Other communications leading an average viewer to conclude that a posting was made in an official capacity shall also be deemed an attempt to represent the Town in an official capacity.

An employee posting on a social media site shall take reasonable care not to disclose any confidential information in any posting, being mindful of restrictions on the disclosure of healthcare-related information.

You are solely responsible for what you post online. Before creating online content, consider that what you post online could reflect either positively or negatively on the Town of Farragut. Social media postings by employees of a harassing nature toward other employees or a defamatory nature toward the Town, its employees, citizens, or that otherwise violate Town policies will not be tolerated. Any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects other employees, the public, vendors, or contractors may result in disciplinary action up to and including termination.

Section V. Obstruction of Rights

No employee of the Town of Farragut shall consciously and by overt action(s) deprive any person of any rights to which such person is entitled under any law, ordinance, rule, or regulation of the Town.

Section X. Impartiality

Each employee of the Town shall discharge his duties fairly and impartially. Determinations and decisions shall be made without discrimination on account of race, color, creed, national origin, sex, ancestry, age, disability, veteran's status, military affiliation or obligation, religious belief, genetic information, political or organization affiliation, kinship or friendship.

Article XXIV – Amendments; Severability; Conflicts

Section A. Amendments and Changes

The provisions of this *Policy and Procedures Manual* may be amended by formal resolution of the Board of Mayor and Aldermen. The Board of Mayor and Aldermen has the right to amend the *Policy and Procedures Manual*, in accordance with the Municipal Code and state and federal laws, at any time. No employee or other person enjoys any contractual or vested right to the continuation of any rules, regulations, policies, procedures, provisions or employee benefits contained within this *Policy and Procedures Manual*. The provisions of all employee benefits covered in this document are subject to annual appropriation by the Board of Mayor and Alderman. In addition, all benefits offered through third-parties are subject to the terms and conditions of the service contract between the Town and the provider, which may be changed in the future, including the actual benefits offered, and any employee premiums and/or contribution rates.

Any of the provisions of this *Policy and Procedures Manual* that are intended to comply with State or Federal laws or regulations shall be administered and implemented so as to always remain in compliance

with such laws or regulations as may be amended in the future, regardless of whether this document is actually modified to reflect such amendments in the laws or regulations.

Section B. Severability

The provisions of this *Policy and Procedures Manual* are hereby declared to be severable. Should any rule or regulation, section or subsection, provision, exception, sentence, clause, phrase or part of this Manual be held by any court to be invalid or unconstitutional, then the same shall not invalidate or impair the validity, force and effect of any other rule or regulation, section or subsection, provisions, exception, sentence, clause, phrase, or part of this Manual unless it clearly appears that such other part or parts is wholly or necessarily dependent for its operation upon the part or parts so held invalid and unconstitutional, and the remainder of this *Manual* shall continue in full force and effect, it being the corporate intent, now hereby declared, that this *Manual* would have been passed, approved and adopted even if such unconstitutional or void matter had not been included herein.

Section C. Conflicts

Should any rule or regulation, section or subsection, provision, exception, sentence, clause, phrase or part of this *Policy and Procedures Manual* be in conflict with any provision of the Town Charter or Municipal Code, then the Town Charter and Municipal Code shall prevail.

Section D. All Prior Rules Superseded

These Policy and Procedures shall be the Human Resources Policy and Procedures for all Municipal Government employees of the Town of Farragut, Tennessee, and shall supersede all previous Personnel rules and regulations. Those employees specifically excluded by Section 4 of the Municipal Code may not enjoy benefits and privileges of specific sections of the *Human Resources Policies and Procedures*. Any Rule or parts of Rules in conflict with the Human Resources Rules and Regulations or the Municipal Code are repealed to the extent of such conflict.

Section E. Departmental Rules

All departments may have supplemental rules and regulations that are specific to the work-related goals and mission of that department.

Supplemental rules and regulations shall not be inconsistent with the Town's *Human Resources Policy and Procedures Manual* and are subject to review and approval by the Human Resources Manager and the Town Administrator.

The departmental policies and procedures must be submitted to the Town Administrator through the Human Resources Manager for approval before implementation, and a copy shall be available to all employees of that department at all times. Human Resources activities arising out of the administration of departmental policies and procedures are subject to the complaint and appeals procedures in accordance with these Rules and Regulations.

Section F. Implementing These Rules and Regulations

It is the responsibility of the Department Heads to carry out these rules and regulations in consultation with the Human Resources Manager. Department Heads and the Human Resources Manager shall be held accountable to the Town Administrator for failure to carry out these rules and regulations as written. The Town Administrator and the Human Resources Manager will advise and assist the Department Heads in enforcing and interpreting these rules and regulations.

Section G. Further Implementation

The Human Resources rules and regulations contained herein are an outline covering personnel policies and procedures and may be further amended by specific policies and procedures duly adopted by the Board of Mayor and Aldermen.

Section H. Provisions for Review

It shall be the duty of the Town Administrator to review and/or modify any action taken by the Human Resources Manager.