



FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Town Hall
11408 Municipal Center Drive

AGENDA
July 22, 2021

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. July 8, 2021
- IV. Mayor's Report**
- V. Business Items**
 - A. Approval of Appointment to the Farragut Museum Committee
 - B. Approval of Resolution R-2021-07 authorizing the town to participate in the Public Entity Partners "Safety Partners" Matching Grant Program
 - C. Approval of Sourcewell Bids for Two (2) 4wd Lawnmowers
 - D. Approval of Request for Supplement from Qk4, Inc. for Engineering Services for Intersection Improvements at Watt Road/Kingston Pike
 - E. Approval of Memorandum of Understanding between the Town of Farragut and the Farragut/West Knox Chamber of Commerce
- VI. Town Administrator's Report**
- VII. Town Attorney's Report**
- VIII. Citizens Forum**

This meeting can be viewed live on the Farragut YouTube Channel and the Town of Farragut website www.townoffarragut.org/livestream.
The meeting will be held at the Farragut Town Hall, 11408 Municipal Center Drive

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

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

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

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

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

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

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

**Farragut Board of Mayor & Aldermen
Meeting Minutes**

July 8, 2021

Roll Call

Roll Call for attendance: Alderman Meyer, absent; Alderman Povlin, yes; Mayor Williams, yes; in addition to staff and members of the press; Aldermen Burnette and Pinchok were absent.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of June 24, 2021, as presented. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Meyer and Povlin; no nays; Alderman Burnette and Pinchok were absent; motion passed.

Mayor's Report

Appointments to the Municipal Planning Commission-Mayor Williams reappointed John Greene and Noah Myers to the Farragut Municipal Planning Commission.

Business Items

Approval of the Farragut Museum Committee Charter Revision

Motion was made to increase the number of voting members from nine (9) to eleven (11) and the number of non-voting youth members from one (1) to three (3). Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Meyer and Povlin; no nays; Alderman Burnette and Pinchok were absent; motion passed.

Approval of Professional Services Agreement with CDM Smith, Inc. for Development of Grigsby Chapel Road Traffic Mitigation Study

Motion was made to approve the Professional Services Agreement with CDM Smith in the amount of \$69,500. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Meyer and Povlin; no nays; Alderman Burnette and Pinchok were absent; motion passed.

Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Development of Jamestowne Blvd Traffic Study

Motion was made to approve the Professional Services Agreement with Cannon & Cannon in the amount of \$80,000. Moved by Alderman Povlin, seconded by Alderman Meyer. An amended motion was made to include the following items to the scope of services:

- Add the entrance road from the Grigsby Park subdivision to the list of subdivision roads.
- Add under the 4th bullet under the Scope of Services: Conduct a review of the corridor crash history for a period 3-5 years. Ensure that the review of crash history also includes maintenance records by the Town of Farragut for repairs made to the calming island caused by hit-and-run vehicles.

Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Meyer and Povlin; no nays; Alderman Burnette and Pinchok were absent; motion passed.

Town Administrator's Report

Trevor Hobbs, Assistant to the Town Administrator reported that the Music Fest at the West End Shopping Center would be July 9th and 10th. He also reported that the UT Medical Center and Tennova Rehabilitation hospital is now open.

Meeting adjourned at 6:21 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER V.A. MEETING DATE July 22, 2021

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Appointment to the Farragut Museum Committee

INTRODUCTION: The purpose of this business item is to appoint an applicant to the Farragut Museum Committee. Annie Judkins applied and is currently a docent in the Museum.

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

PROPOSED MOTION: To appoint Annie Judkins to the Farragut Museum Committee.

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 CITIZEN BOARD/COMMITTEE APPLICATION

Name ANNIE JUDKINS

Address 626 DUNKIN LANE Zip 37934

Home Phone cell 928-202-8897 Business Phone _____

Fax _____ E-mail anniejudkins@gmail.com

Occupation RETIRED

Education COLLEGE

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

I understand that there is an opening on the Museum Committee due to the passing of Steve Stow. As a former committee member, I would appreciate the opportunity to serve on the committee again.

Intro to Farragut Program Graduate Yes ☒ No ☐

Indicate which Committee you are interested in serving:

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

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

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

Signature Annie Judkins Date 7-9-21

Please sign, date and return to:

Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934

Fax: 675-2096 or scan/e-mail to pam.hall@townoffarragut.org

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

SUBJECT: Resolution R-2021-07 authorizing the town to participate in the Public Entity Partners "Safety Partners" Matching Grant Program.

INTRODUCTION: The Town's worker's compensation coverage provider, Public Entity Partners, offers an annual matching grant for employee safety equipment and training. The objective of the grant program is to help members purchase safety items designed to reduce workers compensation claims.

BACKGROUND: The Town currently has an excellent safety record that is due, in part, to the consistent use of safety equipment. In the last five years, there have been ten (10) OSHA recordable accidents resulting in 25 days of lost work time. Much of our safety equipment is required by Tennessee Occupational Health and Safety (TOSHA) for employees performing their daily work tasks.

DISCUSSION: Proper safety equipment can prevent employee injuries. Employee injuries may result in lost time from work, reduced efficiency, and increasing the worker's compensation premium. Most importantly, employee injuries negatively impact the employee. This grant will help purchase needed employee safety devices and equipment that can mitigate the safety hazard for multiple Town departments.

Public Entity Partners will match what the town spends on approved safety devices and equipment with the maximum reimbursement based on a Priority Classification matrix. Additionally, the grant requires that the attached Resolution be passed by the governing body to authorize participation in the grant program and for the expenditure of funds for safety equipment. Expenditures for safety equipment are included in the Town's annual budget.

RECOMMENDATION BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

PROPOSED MOTION: Approval of Resolution R-2021-07.

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, Tennessee

RESOLUTION: R-2021-07

**A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE
TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN
THE PUBLIC ENTITY PARTNERS'S "SAFETY PARTNERS" MATCHING
GRANT PROGRAM**

WHEREAS, the safety and well-being of the employees of the Town of Farragut is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the Town of Farragut employees; and

WHEREAS, The Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "*Safety Partners*" *Matching Grant Program*; and

WHEREAS, the Town of Farragut now seeks to participate in this important program.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee the following:

SECTION 1. That the Town of Farragut is hereby authorized to submit an application for the "*Safety Partners*" *Matching Grant Program* through Public Entity Partners.

SECTION 2. That the Town of Farragut is further authorized to provide a matching sum for any monies provided by this grant.

Resolved this 22nd day of July in the year 2021.

Ron Williams, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER: V.C. MEETING DATE: July 14, 2021

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Sourcewell Bids for Two (2) 4wd Lawnmowers

INTRODUCTION: The purpose of this agenda item is to approve the purchase of two (2) John Deere 1570 Terrain Cut Commercial Mowers.

BACKGROUND: The Public Works Department has budgeted this year for the replacement of two 2016 John Deere 1570 mowers. We have had these mowers for five years. We typically replace our mowers every five years because maintenance cost goes up after this period.

DISCUSSION: Attached is pre-bid pricing for the two mowers through the Sourcewell Ground Maintenance Contract. The price per mower is \$30,308.56 for a total of \$60,617.12.

FINANCIAL SECTION: (if needed)

Account Number: 314-43949-9490

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenses to Date</u>	<u>Remaining Amount</u>
\$183,500	\$60,617.12	\$0	\$122,882.88

Approved By: A. Myers

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

PROPOSED MOTION: Approval of the purchase of two (2) John Deere 1570 Terrain Cut Commercial Mowers from Ag-Pro in the amount of \$60,617.12.

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	_____	_____	_____	_____	_____



JOHN DEERE

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- ☐ Shipping address
- ☐ Billing address
- ☐ Vendor: Deere & Company
- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

Barrett Barnett

Ag-Pro
13131 Kingston Pike
Knoxville, TN 37934
Tel: 865-966-6576
Mobile Phone: 423-829-0032
Fax: 875-966-3528
Email: bbarnett@agproco.com



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
13131 Kingston Pike
Knoxville, TN 37934
865-966-6576

Quote Summary

Prepared For:

William E Mckelvey
Town Of Farragut
William Mckelvey
11408 MUNICIPAL CENTER DR
FARRAGUT, TN 37934
Business: 865-966-7057

Delivering Dealer:

Ag-Pro
Barrett Barnett
13131 Kingston Pike
Knoxville, TN 37934
Phone: 865-966-6576
Mobile: 423-829-0032
bbarnett@agproco.com

Quote ID: 24811462
Created On: 07 July 2021
Last Modified On: 07 July 2021
Expiration Date: 30 July 2021

Equipment Summary

JOHN DEERE 1570 TerrainCut™
Commercial Front Mower (Less
Mower Deck)

Selling Price	Qty	Extended
\$ 26,236.03 X	2 =	\$ 52,472.06

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: July 6, 2021

JOHN DEERE 72 In. 7-Iron PRO
Commercial Side Discharge Mower
Deck

\$ 4,072.53 X	2 =	\$ 8,145.06
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Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: July 6, 2021

Equipment Total

\$ 60,617.12

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 60,617.12
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Trade In

SubTotal	\$ 60,617.12
----------	---------------------

Est. Service	\$ 0.00
--------------	---------

Agreement Tax

Total	\$ 60,617.12
-------	--------------

Down Payment	(0.00)
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Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Ag-Pro
13131 Kingston Pike
Knoxville, TN 37934
865-966-6576

Rental Applied

(0.00)

Balance Due

\$ 60,617.12

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 24811462

Customer Name: TOWN OF FARRAGUT

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Ag-Pro
13131 Kingston Pike
Knoxville, TN 37934
865-966-6576

JOHN DEERE 1570 TerrainCut™ Commercial Front Mower (Less Mower

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Selling Price *
\$ 26,236.03

Price Effective Date: July 6, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2433TC	1570 TerrainCut™ Commercial Front Mower (Less Mower Deck)	2	\$ 28,649.00	23.00	\$ 6,589.27	\$ 22,059.73	\$ 44,119.46
Standard Options - Per Unit							
001A	United States and Canada	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	2	\$ 2,913.00	23.00	\$ 669.99	\$ 2,243.01	\$ 4,486.02
2012	Air Ride Suspension Seat with Armrests	2	\$ 680.00	23.00	\$ 156.40	\$ 523.60	\$ 1,047.20
Standard Options Total			\$ 3,593.00		\$ 826.39	\$ 2,766.61	\$ 5,533.22
Dealer Attachments/Non-Contract/Open Market							
BTC10334	4-Post Rollover Protective Structure (ROPS) Conversion Kit with Canopy	2	\$ 1,830.77	23.00	\$ 421.08	\$ 1,409.69	\$ 2,819.39
Dealer Attachments Total			\$ 1,830.77		\$ 421.08	\$ 1,409.69	\$ 2,819.39
Value Added Services							
Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 34,072.77		\$ 7,836.74	\$ 26,236.03	\$ 52,472.07

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck

**JOHN DEERE**

Selling Equipment

Quote Id: 24811462**Customer Name:** TOWN OF FARRAGUT**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Ag-Pro
13131 Kingston Pike
Knoxville, TN 37934
865-966-6576**Equipment Notes:****Hours:****Stock Number:****Selling Price *****Contract:** Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)**\$ 4,072.53****Price Effective Date:** July 6, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
034GTC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	2	\$ 5,289.00	23.00	\$ 1,216.47	\$ 4,072.53	\$ 8,145.06
Standard Options - Per Unit							
001A	United States and Canada	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 5,289.00		\$ 1,216.47	\$ 4,072.53	\$ 8,145.06

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Request for Supplement from Qk4, Inc. for Engineering Services for Intersection Improvements at Watt Road/Kingston Pike

INTRODUCTION: The purpose of this item is the approval of a supplement request from Qk4 for additional Engineering Services required to complete plans for our planned improvements to the intersection of Watt Road at Kingston Pike.

BACKGROUND: The Board of Mayor and Aldermen approved an agreement with Qk4, Inc. in 2014 to develop plans for intersection improvements at the intersection of Watt Road at Kingston Pike. At that time, our intent was for a much simpler lane “reassignment,” but the project scope was increased (along with our design costs) to include pedestrian crossings, installation of new signal and southbound right turn lane. Due to the increased scope (and cost), the Town entered into an agreement with TDOT to fund a portion of the costs with TDOT Spot Safety funding. Additional improvements were later requested by TDOT, and TDOT certification of Right of Way required more time. Several TDOT standard drawings and specifications were updated during the lengthy process, and on two occasions plans were required to be updated to current standards. Work to update the project plans before bid letting was outside the scope of Qk4’s contract, and the Town is obligated to reimburse their costs. Approval of the attached request and invoice from Qk4 represents an increase of their total fee from \$142,400 to 153,867.15.

Project construction is now underway by J & M Grading Division, LLC after a low bid of \$1,396,799.20, with completion by May 31, 2022.

FINANCIAL SECTION:

Project: Watt Rd./Kingston Pike Intersection Improvements			
<u>Project Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$561,000	\$11,467.15	\$479,391	\$70,141.85
Approved By: <u> A. Myers </u>			

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

PROPOSED MOTION: Approval of the attached supplement request from Qk4, Inc. for additional engineering services for the Watt Road/Kingston Pike Intersection Improvements

BOARD ACTION:

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

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

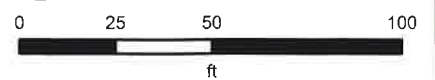


Watt Road/Kingston Pike Intersection Improvments

Knoxville - Knox County - KUB Geographic Information System



Printed: 7/14/2021 at 1:42:43 PM



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



101 Sherlake Lane
Suite 105
Knoxville, Tennessee 37922
Ph. 865-661-1554
www.qk4.com

July 8, 2021

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

**RE: NEPA Documentation and Design Services
for Watt Rd/Kingston Pike Intersection
Invoice #21**

Dear Mr. Smith:

As you and I have discussed, TDOT has required us to generate additional construction plan revisions in preparation for advertising the project, which was first advertised in the February 2021 Letting. Subsequently, it was then placed in the March 2021 Letting because of the bid being significantly over budget in February. The plans were updated to incorporate pavement markings currently used by TDOT to meet their revised standards.

Attached, please find invoice #21 (Qk4 invoice #63978) for additional Design services for the Watt Road/Kingston Pike Intersection project in the Town of Farragut. This invoice covers services rendered during the period of March 1, 2019 through March 9, 2021. Since the project had been previously billed out as complete, the included charges for the additional work to prepare plan revisions are based on hourly rates for additional work, which were included in Attachment "B" of the original contract.

If you have any questions or concerns, please feel free to contact me at your convenience.

Respectfully,

A handwritten signature in black ink, which appears to read 'Christopher A. Jenkins', is positioned above the printed name.

Christopher A. Jenkins, PE
Tennessee Regional Manager

Enclosures

Invoice

Qk4
1046 EAST CHESTNUT STREET
LOUISVILLE, KY 40204
FED ID#61-0865261
(502) 585-2222



INVOICE NUMBER 63978
8-Jul-21

TOWN OF FARRAGUT
MR. DARRYL SMITH
11408 MUNICIPAL CENTER DRIVE
FARRAGUT, TN 37934

PROFESSIONAL SERVICES MARCH 1, 2019 THROUGH MARCH 9, 2021
14150.0000 Intersection Improve Kingston Pike/Watt

<u>SERVICES</u>	<u>FEE PER PHASE</u>	<u>PERCENT COMPLETE</u>	<u>EARNED TO DATE</u>	<u>PREVIOUS BILLING</u>	<u>FEE DUE THIS INVOICE</u>
SURVEY	4,200.00	100.00%	\$4,200.00	\$4,200.00	\$0.00
TRAFFIC COUNT	860.00	100.00%	\$860.00	\$860.00	\$0.00
ROADWAY DESIGN	15,460.00	100.00%	\$15,460.00	\$15,460.00	\$0.00
NEPA DOCUMENTATION	39,560.00	100.00%	\$39,560.00	\$39,560.00	\$0.00
ADDITIONAL ROADWAY DESIGN	54,980.00	100.00%	\$54,980.00	\$54,980.00	\$0.00
TRACT NO. 5 SITE DESIGN	27,340.00	100.00%	\$27,340.00	\$27,340.00	\$0.00
TDOT REQUESTED CONSTRUCTION REVISIONS	11,385.00	100.00%	\$11,385.00	\$0.00	\$11,385.00
Total Fees	\$153,785.00	100.00%	\$153,785.00	\$142,400.00	\$11,385.00

EXPENSES

	<u>EARNED TO DATE</u>	<u>PREVIOUS BILLING</u>	<u>FEE DUE THIS INVOICE</u>
Alphagraphics	\$33.00	\$33.00	\$0.00
Knoxville Blueprint	\$49.16	\$49.16	\$0.00
Total Expenses	\$82.16	\$82.16	\$0.00

Total Fees & Expenses

<u>EARNED TO DATE</u>	<u>PREVIOUS BILLING</u>	<u>FEE DUE THIS INVOICE</u>
\$153,867.16	\$142,482.16	\$11,385.00

SUBMITTED BY:

Chris Jenkins
Qk4

TOTAL NOW DUE: \$11,385.00

REMIT TO: Qk4, 1046 EAST CHESTNUT STREET; LOUISVILLE, KY 40204

**Watt Road/Kingston Pike Intersection
Project No. 07100-0165-04; PIN No. 122323.00
Knox County, Town of Farragut
Qk4, Inc.**

Qk4 Project No. 14150.000

Invoice No. 63978

Schedule No. 1 Direct Labor

<u>Date</u>	<u>Employee</u>	<u>Title</u>	<u>Rate Per Hour</u>	<u>Total Hours</u>	<u>Amount</u>
12/27/19* and 7/02/20 Construction Revisions					
6/22/2020	Chris Jenkins	Department Head	\$160.00	2.00	\$320.00
6/23/2020	Chris Jenkins	Department Head	\$160.00	2.00	\$320.00
7/2/2020	Chris Jenkins	Department Head	\$160.00	2.00	\$320.00
7/6/2020	Chris Jenkins	Department Head	\$160.00	1.00	\$160.00
7/9/2020	Chris Jenkins	Department Head	\$160.00	1.00	\$160.00
6/30/2020	Brian Johnson	Project Engineer	\$140.00	8.00	\$1,120.00
7/1/2020	Brian Johnson	Project Engineer	\$140.00	4.00	\$560.00
7/2/2020	Brian Johnson	Project Engineer	\$140.00	1.00	\$140.00
8/11/2020	Brian Johnson	Project Engineer	\$140.00	1.00	\$140.00
Subtotal					\$3,240.00
3/02/2021 and 3/09/2021 Construction Revision*					
2/19/2021	Chris Jenkins	Department Head	\$160.00	2.00	\$320.00
2/22/2021	Chris Jenkins	Department Head	\$160.00	1.00	\$160.00
2/23/2021	Chris Jenkins	Department Head	\$160.00	1.00	\$160.00
2/26/2021	Chris Jenkins	Department Head	\$160.00	1.00	\$160.00
3/1/2021	Chris Jenkins	Department Head	\$160.00	2.00	\$320.00
3/2/2021	Chris Jenkins	Department Head	\$160.00	5.00	\$800.00
3/3/2021	Chris Jenkins	Department Head	\$160.00	3.00	\$480.00
3/5/2021	Chris Jenkins	Department Head	\$160.00	6.00	\$960.00
3/8/2021	Chris Jenkins	Department Head	\$160.00	2.00	\$320.00
3/9/2021	Chris Jenkins	Department Head	\$160.00	2.00	\$320.00
3/12/2021	Chris Jenkins	Department Head	\$160.00	0.50	\$80.00
3/15/2021	Chris Jenkins	Department Head	\$160.00	1.00	\$160.00
3/16/2021	Chris Jenkins	Department Head	\$160.00	4.00	\$640.00
3/17/2021	Chris Jenkins	Department Head	\$160.00	1.00	\$160.00
2/26/2021	Rob Cooper	Registered Engineer	\$115.00	3.00	\$345.00
3/1/2021	Rob Cooper	Registered Engineer	\$115.00	2.00	\$230.00
3/2/2021	Rob Cooper	Registered Engineer	\$115.00	4.00	\$460.00
3/3/2021	Rob Cooper	Registered Engineer	\$115.00	4.00	\$460.00
3/8/2021	Rob Cooper	Registered Engineer	\$115.00	8.00	\$920.00
3/9/2021	Rob Cooper	Registered Engineer	\$115.00	6.00	\$690.00
Subtotal					\$8,145.00
TOTAL					\$11,385.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs, Assistant to the Town Administrator

SUBJECT: Renewal of the Memorandum of Understanding with the Farragut West Knox Chamber of Commerce and the Town of Farragut, for FY 2022

INTRODUCTION: The memorandum of understanding with the Town of Farragut and Farragut West Knox Chamber of Commerce expired as of June 30, 2021 and is proposed for renewal for an additional year, through June 30, 2022

BACKGROUND: The Town of Farragut most recently signed a memorandum of understanding with the Farragut West Knox Chamber of Commerce in 2016, for a five-year period, expiring as of June 30, 2021.

The prior agreement included a payment to the Farragut West Knox Chamber of Commerce of \$9,000 each six-month period, for a total of \$18,000 per fiscal year.

DISCUSSION: It is proposed that the Town renew a one-year memorandum of understanding with the Farragut West Knox Chamber of Commerce to expire as of June 30, 2022. The Farragut West Knox Chamber of Commerce will provide and assist with a range of programs, services, and events to enhance the economic development within the Town, and increase awareness of its businesses and the community.

It is anticipated that Town staff will work closely with the Farragut West Knox Chamber of Commerce and other partners in order to recruit, support, and retain businesses to the Town of Farragut. No significant changes are being proposed as part of the MOU for FY 22.

However, during the FY 22, Town staff will work closely with the Farragut West Knox Chamber of Commerce, under direction from the Board of Mayor and Aldermen, to prepare a joint strategic plan for adoption at the outset of FY 23. That joint strategic plan will likely include stated results and outcomes to be achieved, changes to the services requested of the Chamber and initiatives to be implemented, performance measures to help evaluate the impact of services and progress toward stated results and outcomes, projects and initiatives.

It is also anticipated that the formulation of this joint strategic plan will coincide with the creation of the Town's own economic development strategic plan.

RECOMMENDATION BY: Assistant to the Town Administrator Trevor Hobbs for approval.

PROPOSED MOTION: Approval of the Memorandum of Understanding with the Farragut West Knox Chamber of Commerce

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	_____	_____	_____	_____	_____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into as of the 22nd day of July, 2021 by and between Farragut West Knox Chamber of Commerce ("Chamber") and The Town of Farragut, a municipal corporation created under the laws of the state of Tennessee (the "Town").

WHEREAS, the Town seeks to further economic development for the benefit of its citizens and business to enhance awareness of local businesses and increase marketing through the use of publications and special events;

WHEREAS, the Town desires to further these economic development objectives of promoting local business by coordinating with the Chamber to better serve their needs and to provide support and services designed to attract the citizens of the Greater Knoxville Area to patronize the Town's businesses; and

WHEREAS, the Chamber possesses the qualifications and desire to assist with programs, services and events to enhance economic development within the Town and the awareness of the Town's businesses and community; and

WHEREAS, the parties desire to memorialize herein the terms and conditions of an agreement whereby the Town commissions the Chamber to undertake services and provide support to the Town in these efforts.

NOW, THEREFORE, in consideration for the terms, conditions and agreements provided for hereinafter, the sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. Engagement. The Town hereby engages the Chamber to perform the following services and to provide the following support to the Town and its businesses located with the Town's boundaries:
 - (a) Continue to provide the Town all benefits that are included as being an "Admiral Elite" Enterprise Club Member, which benefits are described on Exhibit A attached hereto and incorporated herein by reference;
 - (b) The Town shall also be recognized as a top level sponsor at all major Chamber events and functions, with all advertising/marketing benefits included in kind;
 - (c) Provide the Town with a complimentary table of up to 10 guests, as applicable, at all events and functions;
 - (d) Display the Town logo prominently on the Chamber's website with linked capabilities to the Town website.
 - (e) Conduct business development activities generally as follows;

- (i) Promote local business through ongoing programs/events/educational opportunities and marketing strategies to enhance retail awareness and revenues;
- (ii) Communicate and coordinate economic development activities between the Town's Business Liaison, Farragut Business Alliance, Knoxville Chamber, and Visit Farragut as appropriate;
- (iii) Continue to partner with the Tennessee Small Business Development Center and SCORE of Greater Knoxville to promote and provide assistance and critical information to local businesses, including free mentoring and advising opportunities located in Farragut;
- (iv) Assist prospective business owners on how to open a business in Farragut and provide informational packets to relocation entities or the general public on relocating to, living and working in Farragut;
- (v) Assist the Town in the retention and recruitment of retail and office business by partnering with the Business Liaison and Shop Farragut as appropriate to attract new business and consult with existing;

The Chamber accepts such engagement and will provide services necessary to accomplish the foregoing with reasonable assistance of representatives of the Town in providing the Chamber with relevant information possessed by the Town.

2. Term. The Chamber shall commence work effective July 1, 2021, and shall devote the time and attention it deems appropriate and required in order to comply with the goals hereunder. The term of this agreement shall be one year from July 1, 2021, except as otherwise provided in paragraph 8 below.

3. Compensation. In full compensation for the Chamber's performance hereunder and conditioned on approval and adoption of the Town's budget by the Board of Mayor and Alderman during the applicable fiscal years, the Chamber shall receive the sum of \$18,000.00 paid by the Town, to be paid to the Chamber in the manner provided in paragraph 4.

4. Manner of Payment. (a) Subject to the provisions of this Agreement, the sum of \$18,000.00 shall be paid to the Chamber as follows:

- (i) The sum of \$18,000 for the fiscal year from July 1, 2021 through June 30, 2022 payable in two semiannual installments in the amount of \$9,000, the first due on November 1, 2021 conditioned upon the due submission of progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board of Mayor and Alderman in the 2021-2022 fiscal year;
- (ii) In addition, the Town shall provide the following in-kind benefits:
 - i. All fees for authorization and/or permits shall be waived the for the Chamber's Holiday Open House;

- ii. Complimentary use of the Farragut Community Center for Chamber New Member Orientations.

5. Progress Reports. The Chamber shall furnish Town with written progress reports at the end of each six month period from and after May 1, 2021. The content of the Progress Report should include a summary of the actions taken by the Chamber, during the subject six month period, in furtherance of the services and support hereunder. If the Chamber fails to furnish a Progress Report, or if it appears from the report that no progress has been made in the advancement and achievements since the last Progress Report, the Town shall have the right to withhold payment until the Chamber resumes progress on the work. In addition, the Chamber shall, if the Town so requests, confer with representatives of the Town from time to time on matters of substance concerning the efforts that have been and will be taken to advance the goals hereunder.

6. Delays in Completion. In the event contingencies arise that hinder the ability of the Chamber from moving forward with its services and support through no fault of the Chamber, the Chamber shall inform the Town Administrator of such circumstances as soon as possible. The Town will take steps within its control to assist the Chamber with overcoming said contingencies.

7. Independent Contractor. It is the mutual understanding of the parties that the Chamber is an independent contractor. The Chamber shall be solely responsible for reporting for tax purposes the amount received hereunder and for the payment of any taxes of every kind that may be payable on account of the payments provided for herein. The Chamber specifically agrees to indemnify, defend, and hold the Town harmless from any such taxes and related penalties, and other costs incurred by the Town including, but not limited to, attorneys' fees and costs incurred thereby.

8. Termination on Convenience of Municipality. For any reason the sufficiency of which the Town shall be the sole judge, the Town may terminate this Agreement, including, but not limited to, the non-approval of the Town's budget by the Board of Mayor and Alderman in the applicable fiscal year, refusal of the Chamber to comply with any of the provisions of this Agreement or for the convenience of the Town.

In such event, the payments the Chamber has theretofore received, plus a pro rata amount of payment as compensation for the work performed during the six-month period in which the determination to terminate is made, shall constitute the Chamber's full and final compensation, and the Chamber shall have no further claim with respect thereto.

9. Waiver. The failure of any party hereto at any time to require performance of any of the provisions hereof shall in no manner affect the right to enforce same.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to rules concerning conflicts of law.

11. Further Assurances. The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties except as otherwise specifically provided herein. Nevertheless, all parties agree to cooperate fully to execute any and all

supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intentions of this Agreement.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Assignment. The Chamber shall not assign, transfer or otherwise dispose of any of its rights, duties or obligations hereunder without the prior written consent of the Town. Any attempted assignment without such prior written consent shall be void *ab initio*.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the transaction contemplated, and supersedes all prior agreements, understandings, negotiations, both written and oral, among the parties with respect thereto.

16. Amendments. This Agreement may be amended only by a written instrument duly executed by all parties or their respective successors, assigns or legal representatives.

This Agreement entered into as of the day and year first above written.

Farragut West Knox Chamber of Commerce:

TOWN:

Ron Williams, Mayor

As to form:

Thomas M. Hale
Town Attorney

Attachment A

Enterprise Club Benefits	Admiral Elite	Admiral	Captain	Anchor	Propeller
Customizable benefits package	•				
Presentation of minimum 1 Scholarship & all related press coverage	•				
Table of 10 at 1 Chamber event of your choice (Speaker Series, Auction, etc)	•				
Color Business Card ad in <i>Chamber Life in Farragutpress</i> (37,500 distribution)	6 mos	3 mos			
Complimentary Annual Auction reservations	4	2			
Linked Business Sponsor E-Blast Advertising (top of content)	1 mos	1 mos			
Complimentary article in <i>Chamber Life in Farragutpress</i> (37,500 distribution)	Bi-Annual	Annual			
First right of refusal for sponsorship/networking reservation	•	•			
Complimentary Excel Directory or Mailing Label Set (no emails)	Quarterly	Bi-Annual	Annual		
Complimentary Breakfast Speaker Series reservations	4	4	2		
Breakfast/Lunch with Board Chair & President	•	•	•		
Logo recognition & LINK on website	•	•	•		
Priority Sponsorship & Networking reservation	•	•	•	•	
Linked Business Spotlight E-Blast Advertising (mid-content)	1 mos	3 wks	2 wks	2 wks	1 wk
Logo recognition in monthly <i>Chamber Life in Farragutpress</i> (37,500 distribution)	•	•	•	•	•
Special recognition upon each annual renewal	•	•	•	•	•
Logo recognition at Annual Auction	•	•	•	•	•
Logo recognition at Breakfast Speaker Series	•	•	•	•	•
Logo recognition on entrance banner at weekly networkings (average 45/year)	•	•	•	•	•
Logo recognition at New Member Orientations	•	•	•	•	•
Name recognition on website	•	•	•	•	•
Name recognition on all Chamber letterhead	•	•	•	•	•
Name recognition in all print pieces	•	•	•	•	•
Engraved "Pillar of the Community" for display & public presentation	•	•	•	•	•
	\$10,000+	\$5,000	\$2,500	\$1,000	\$500

Attachment B

Memorandum of Understanding (MOU)

Additional specific items to provide for the Town of Farragut

- Coordinate/Host at least two of the generally quarterly Breakfast Speaker Series events at a venue in Farragut
- Advertise Shop Farragut event opportunities and holiday shopping promotions in at least three weekly emails & two monthly newsletters prior to deadlines for program registration, as content is available, and create said events in Chamber database on behalf of Shop Farragut for distribution on web and social media.
- Advertise Visit Farragut event opportunities and holiday promotions in at least three weekly emails & two monthly newsletters prior to deadlines for program registration, as content is available, and create said events in Chamber database on behalf of Visit Farragut for distribution on web and social media.
- Provide/Sponsor educational events at the rate of one per quarter through chamber members, TSBDC or SCORE, at a venue in Farragut whenever possible.
- Take lead on the “Shop Small” for Small Business Saturday (Saturday after Thanksgiving) – Order, promote & deliver all “Shop Small” materials
- Provide an opportunity for annual “Board of Mayor/Alderman Networking/Panel” event hosted at Town of Farragut
- Publish article on each graduating “Intro to Farragut” class in Chamber Life newsletter
- Feature at least a quarterly “Who’s Who in Farragut” article/Q&A for Chamber Life newsletter to feature different Farragut Business, Town Leader or Town Department.