

BMA MEETING MINUTES
November 11, 2021
6:00 PM

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. 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.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of October 28, 2021, as presented. Moved by Alderman Meyer, seconded by Alderman Burnette; voting yes; Mayor Williams, Alderman Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Mayor's Report

Mayor Williams reported the following:

- Small Business Saturday
- Thanked staff for a successful Freaky Friday event
- Light the Park begins November 21
- Celebrate the Season December 2
- Day of Infamy December 6

Ordinance

First Reading

Ordinance 21-17, an ordinance to amend the Farragut Municipal Code, Appendix A – Zoning, Chapter 3., Section I. – Agricultural district (A)., to provide for a second dwelling unit on a lot of record and update other provisions (Keri Archer, Applicant)

Motion was made to approve Ordinance 21-17 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 21-21, Ordinance to amend the Capital Investment Program Budget and add ARPA Fund Budget for the Fiscal Year 2021-2022 budget, passed by Ordinance 21-13

Motion was made to approve Ordinance 21-21 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.

Business Items

Approval of the Veteran Salute 5K/10K road race, November 13, 2021

Motion was made to approve the Veteran Salute 5K/10K road race, November 13, 2021. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of the Hot to Trot 5K/10K & Fun Run, November 25, 2021

Motion was made to approve the Hot to Trot 5K/10K & Fun Run, November 25, 2021. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Proposal from Ross/Fowler, PC for Design & Construction Services for McFee Park Phase 4, Permeable Paver Parking and Stormwater Improvement

Motion was made to approve the proposal from Ross/Fowler, PC in the amount of \$153,950. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Engineering Services for Campbell Station Road Improvements at Approach to Interstate 40/75

Motion was made to approve the Professional Services Agreement with Cannon & Cannon, Inc in the amount of \$22,000. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of contract with Madden Media for targeted marketing/advertising and website maintenance and a next-step expansion of marketing for Visit Farragut

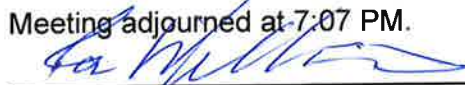
Motion was made to approve the contract with Madden Media. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

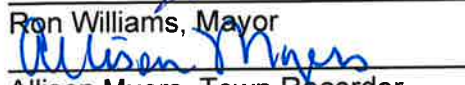
Town Administrator's Report

David Smoak reported the following:

- Intro to Farragut class has graduated 110 total participants
- November 15, Public Meeting for Comprehensive Land Use Plan for Boring Road corridor
- Shop Farragut campaign November 19-January 1
- Town Hall will be closed November 25-26 for Thanksgiving

Meeting adjourned at 7:07 PM.


Ron Williams, Mayor


Allison Myers, Town Recorder



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

AGENDA
November 11, 2021

AMERICA RESCUE PLAN ACT WORKSHOP
5:00 PM

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. October 28, 2021
- IV. Mayor's Report**
- V. Ordinance**
 - A. First Reading
 - 1. Ordinance 21-17, an ordinance to amend the Farragut Municipal Code, Appendix A – Zoning, Chapter 3., Section I. – Agricultural district (A)., to provide for a second dwelling unit on a lot of record and update other provisions (Keri Archer, Applicant)
 - 2. Ordinance 21-21, Ordinance to amend the Capital Investment Program Budget and add ARPA Fund Budget for the Fiscal Year 2021-2022 budget, passed by Ordinance 21-13
- VI. Business Items**
 - A. Approval of the Veteran Salute 5K/10K road race, November 13, 2021
 - B. Approval of the Hot to Trot 5K/10K & Fun Run, November 25, 2021

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It is the policy of the Town of Farragut not to discriminate on the basis of race, color, natural origin, gender, gender identity, sexual orientation, age, religion, disability or veteran status pursuant to Title VI of the Civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting

- C. Approval of Proposal from Ross/Fowler, PC for Design & Construction Services for McFee Park Phase 4, Permeable Paver Parking and Stormwater Improvements
- D. Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Engineering Services for Campbell Station Road Improvements at Approach to Interstate 40/75
- E. Approval of contract with Madden Media for targeted marketing/advertising and website maintenance and a next-step expansion of marketing for Visit Farragut

VII. Town Administrator's Report

VIII. Town Attorney's Report

IX. 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

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.

MEETING DATE November 11, 2021

BMA WORKSHOP

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Discussion of the American Rescue Plan Act

INTRODUCTION: The purpose of this agenda item is to review the provisions of the American Rescue Plan Act (ARPA) and discuss potential projects for the funds that will be available to the Town of Farragut.

DISCUSSION: The United States Congress approved the ARPA and it was signed into law on March 11, 2021. The law appropriates \$350 billion for states, municipalities, counties, tribes and territories to use for various purposes as defined in the Act. The Town of Farragut will be receiving appropriations of \$7,055,252.70. One-half of these funds should be received in the next couple of weeks and the remaining funds will be received one year later in November 2022. Funds from the program must be obligated by December 31, 2024 and all funds must be expended by December 31, 2026.

There are seven broad categories the funding from ARPA may be used for, which include:

1. Responding to the public health concerns raised by the pandemic
2. Responding to the negative economic impact of the pandemic
3. Services to disproportionately impacted communities
4. Providing premium pay to essential workers
5. Improving water, sewer, and broadband infrastructure
6. Replacing revenues lost by local governments due to the pandemic
7. Administrative costs

Staff has met several times over the past few months to identify potential projects that may qualify to be used with ARPA funds (see Attachment A). As of now, the Federal government has issued an Interim Final Rule to address how these funds may be used, but until the Final Rule is published sometime in the next few months some projects may be on hold until further guidance can be received.

The purpose of the workshop is to review the potential ARPA projects with the Board of Mayor and Aldermen, make adjustments where appropriate and discuss a plan of action moving forward for the rest of FY2021 and beyond.

American Rescue Plan Act

Preliminary Project List

Stormwater Infrastructure

\$5,000,000

1 Permeable Paver Parking Lot at McFee Park

\$1,500,000

This project will add approximately 160 parking spaces that will help reduce stormwater runoff from a typical asphalt parking lot

2 Stormwater Mapping and Infrastructure Assessment

\$1,100,000

This project will map all of the town's stormwater system components and direction of flow, along with prioritizing future maintenance needs

3 Stormwater Pipe Repairs

\$2,000,000

Various repairs to the stormwater system to eliminate sediment and reduce infiltration into the sewer systems due to potential flooding in different sections of the Town.

4 Installation of wells and pumps at Town parks for irrigation

\$400,000

Installation of wells for irrigation to reduce the need to utilize potable water provided by First Utility District

Broadband

\$1,300,000

This project would create an internal Town of Farragut fiber optic structure that would connect all of the Town's facilities through a more secure network that would help increase speed and security of our IT infrastructure. Project would include engineering, construction, internal networking, equipment, and make ready work.

Essential Worker Appropriations

\$120,400

1 Vaccine Incentive Program

\$10,200

This program provided \$200 to each employee that showed proof of vaccination by November 1, 2021

2 Essential Worker Premium Pay

\$110,200

This program would provide employees that worked for the Town of Farragut from April 2020 through October 2021 a one-time appropriation of \$100/mo for full-time employees and \$50/mo for part-time employees

Town Hall Improvements

\$600,000

Improvements would include assessment and construction of internal work spaces to mitigate against the spread of COVID-19. This would also include enhanced air filtration systems to incorporate throughout the facility.

TOTAL

\$7,020,400

BMA MEETING MINUTES
October 28, 2021
6:00 PM

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Mayor Williams, yes; Alderman Povlin was absent; in addition to staff and members of the press.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of October 14, 2021, as presented. Moved by Alderman Meyer, seconded by Alderman Burnette; voting yes; Mayor Williams, Alderman Burnette, Meyer and Pinchok; Alderman Povlin was absent; no nays; motion passed.

Mayor's Report

Sue Stuhl announced that the Parks & Recreation department won the 4-Star award for the Freaky Friday Drive-Through Boo event in 2020.

Alderman Meyer announced that Concord Christian, St. John Neumann, and Knoxville Catholic volleyball teams played in the state championship for their respective divisions.

Karen Pershing, Executive Director, Metropolitan Drug Coalition, gave an overview of the coalition within the Knoxville area.

Ordinance

Public Hearing and Second Reading

Ordinance 21-18, Ordinance to amend the Equipment Fund for the Fiscal Year 2021-2022 budget, passed by Ordinance 21-13

Motion was made to approve Ordinance 21-18 on second and final reading. Moved by Alderman Pinchok, seconded by Alderman Meyer; roll call vote; Mayor Williams, yes; Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin was absent; no nays; motion passed.

Business Items

Approval of Resolution R-2021-12, FY2022 Fee Schedule

Motion was made to approve Resolution R-2021-12. Moved by Alderman Meyer, seconded by Alderman Burnette; voting yes; Mayor Williams, Alderman Burnette, Meyer and Pinchok; Alderman Povlin was absent; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced the following:

- Freak Friday, 5-7 PM at Mayor Bob Leonard Park
- Intro to Farragut Class graduation, November 10

Meeting adjourned at 6:30 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Assistant Community Development Director

SUBJECT: Consideration of Ordinance 21-17 on first reading. An ordinance to amend the Farragut Municipal Code, Appendix A – Zoning, Chapter 3., Section I. – Agricultural district (A)., to provide for a second dwelling unit on a lot of record and update other provisions (Keri Archer, Applicant)

INTRODUCTION AND BACKGROUND: During review with the Planning Commission, staff noted that the applicant submitted a request to allow a second dwelling unit on a lot of record in the Agricultural (A) Zoning District, provided certain criteria could be satisfied. The (A) Zoning District is mostly limited to areas in the southwest portion of the Town. As the Town has grown, properties that were zoned (A) have been rezoned to permit more intensive residential development. Some provisions in the (A) District have not been revisited in some time since the district is slowly becoming less relevant.

Staff noted that one such provision currently provides for up to three detached single-family dwellings as a use permitted as a special exception through the Board of Zoning Appeals (BZA). Chapter 4, Section II., E., of the Zoning Ordinance provides the BZA with review standards when considering special exceptions. One of the standards is that the use meets all requirements set out in the particular zoning classification in which the use is to be located. The (A) District requires a land area of five acres for a single-family dwelling. Staff explained that they would infer that the existing language would essentially require a property owner to have at least five acres per dwelling unit which would mean that to have two dwelling units on the same lot there would need to be at least ten acres. The applicant has a five-acre lot of record at 13000 Allen Kirby Road that is part of a five-acre minimum lot size subdivision known as Somerset Farms.

DISCUSSION: Staff explained to the Planning Commission, after reviewing the existing language in the (A) District with the applicant, it was apparent that updates were needed to different portions of this district, especially Subsection C. *Uses permitted as special exceptions*. This section has provisions that are no longer relevant or possible as the Town has evolved from an agrarian to a largely residential community.

From staffs' perspective, a more focused approach as part of a need to update the (A) District and address the applicant's desire to have a second dwelling unit on their five-acre lot off Allen Kirby Road would be to establish specific criteria to allow a second dwelling unit in the (A) District by right and remove Subsection C., from the (A) District.

Some of the criteria that would apply to the option for a second dwelling unit would address the fire code and infrastructure requirements that would now apply. This criterion includes the following:

- a. The lot is a lot of record that is at least five acres.
- b. The lot of record does not have more than one existing dwelling unit.
- c. The lot of record must front directly on an existing public street for at least 100 feet.
- d. The existing and additional dwelling unit shall meet the setback requirements for principal dwelling units in the (A) District.
- e. The second dwelling unit shall be situated so that it is at least 50 feet from the existing dwelling unit (this would ensure side setback compliance should the dwelling units be separated at some point in the future).
- f. The second dwelling unit will not create an additional access to a public street. The access will have to be shared with the existing dwelling unit.

- g. The second dwelling unit shall be able to satisfy all applicable utility, code, and fire suppression requirements.

In addition to the second dwelling unit provision and the removal of Subsection C., Ordinance 21-17 also includes the removal of existing off premises outdoor advertising as a permitted use since those are addressed specifically in the Sign Ordinance. Also removed as a permitted use is a mobile home. The current reference to mobile home does not clarify the *Tennessee Code Annotated* (TCA) provisions in Section 13-24-201. TCA makes a distinction between factory-manufactured mobile homes constructed as a single self-contained unit (commonly referred to as “single-wide” mobile homes), and those partially or completely constructed in a manufacturing facility and that otherwise have the same general appearance as required for site built dwelling units. Where a manufactured home satisfies the latter condition, it is treated as a detached single-family dwelling and does not need to be listed separately as a permitted use. Staff would note that, due to the vagueness of the current language, a mobile home that may fall under the “single-wide” mobile home definition would be permitted even though this is not considered a “residential dwelling” as defined in TCA, Section 13-24-201 (b), and does not have to be provided for as a permitted use. This proposed clarification in the (A) District would not affect existing single wide mobile homes. This would only become relevant if they were replaced.

RECOMMENDATION: At their meeting on October 21, 2021, the Planning Commission unanimously recommended approval of Ordinance 21-17 with a clarification being made to omit the original language that required the lot of record to be an “existing” lot of record. This clarification has been made to Ordinance 21-17 and Community Development Director, Mark Shipley, recommends approval of Ordinance 21-17 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	_____	_____	_____	_____	_____

Sec. I. Agricultural district (A).

- A. *General description.* This district provides space for agricultural uses which comprise an important part of the economy and land use of the Town of Farragut. The intent is to permit lands best suited for agriculture to be used for agriculture purposes and also to prevent the encroachment of urban and other incompatible land uses on farm lands and thereby protect the physical and economic well-being of agricultural operations.
- B. *Permitted uses and structures.*
1. Agricultural uses.
 2. Detached single-family dwellings.
 - ~~3. Mobile homes.~~
 3. A second single-family detached dwelling may be permitted on an existing lot of record provided all the following criteria are met:
 - a. The lot is a lot of record that is at least five acres.
 - b. The lot of record does not have more than one existing dwelling unit.
 - c. The lot of record must front directly on an existing public street for at least 100 feet.
 - d. The existing and additional dwelling unit shall meet the setback requirements for principal dwelling units in the (A) District.
 - e. The second dwelling unit shall be situated so that it is at least 50 feet from the existing dwelling unit.
 - f. The second dwelling unit will not create an additional access to a public street. The access will have to be shared with the existing dwelling unit.
 - g. The second dwelling unit shall be able to satisfy all applicable utility, code, and fire suppression requirements.
 4. Schools, public and private, and churches and other places of worship provided the following development criteria are met:
 - a. Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school or church accesses must meet the minimum design standards established in the Farragut Subdivision Regulations.
 - b. There shall be a minimum lot size of five acres.
 - c. There shall be a buffer strip which meets the following minimum development criteria:
 - 1) The buffer strip shall be a minimum of 25 feet in width on all side and rear property lines;
 - 2) Existing, mature vegetation shall be preserved and incorporated into the buffer strip;

-
- 3) No grading shall occur in the buffer strip; and
 - 4) Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.
- d. The following setback requirements are met:
- 1) *Front yard.* All buildings and structures, excluding signs, shall be set back from the nearest point of any right-of-way no less than 50 feet. For the purposes of this ordinance, the interstate highway right-of-way shall be considered a side or rear lot line.
 - 2) *Side and rear yards.*
 - a) All buildings shall be set back a minimum of 50 feet. Setbacks shall be measured from the nearest point of any property line; and
 - b) All accessory structures, excluding signs and fences, shall be set back a minimum of 30 feet. Setbacks shall be measured from the nearest point of any property line.
- e. The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent.
- f. A site plan and landscape plan shall be submitted as regulated in Chapter 4.
5. Accessory uses and structures.
 6. Customary Home Occupations as regulated in Chapter 4.
 7. Cemeteries and historical monuments.
 8. Signs as regulated in the [Farragut] Municipal Code.
 9. Utility uses.
 10. ~~Existing off-premises outdoor advertising as regulated in Chapter 4.~~
- ~~C. *Uses permitted as special exceptions.* The following uses may be permitted on review by the Board of Zoning Appeals in accordance with provisions in Tennessee Code Annotated § 13-7-207 [T.C.A. § 13-7-207]. With the exceptions of numbers 5 and 7, all specially permitted uses shall be adjacent and contiguous to the right-of-way of "Collector" or "Arterial" streets. Buffer strips may be required as a condition for granting a special exception. Please refer to "General Review Standards," Chapter 4, Administration and Enforcement, Special Exceptions, General Review Standards, for review criteria.~~
- ~~1. Athletic fields, tennis courts, country club and golf courses, parks, playgrounds, community swimming pools, and recreational areas operated by membership organizations for the benefit of their members.~~
 - ~~2. Commercial livestock feed and sales yard.~~
 - ~~3. Dog kennels, livery stable or riding academy, fish and minnow raising, and the raising of fur-bearing animals.~~

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- ~~4. One temporary roadside stand, provided that it does not exceed an area of 200 square feet, and that it is located no closer than 35 feet to any street surface except major arterials where they shall be no closer than 50 feet, but in no case on a right-of-way.~~
 - ~~5. Quarry and subsurface extraction of natural mineral resources.~~
 - ~~6. Marina and boat docks.~~
 - ~~7. Up to three detached single family dwellings may be permitted provided that the owner has, with a written request for approval, submitted a scale plan of not less than 1" = 50' showing the lot lines and right-of-way lines showing existing buildings and the proposed dwelling(s). Each dwelling must have independently adequate yard and set back space between it and any other primary structure or lot and right-of-way lines as required in Part D of this section.~~
 - ~~8. Windmills.~~

~~D.~~ **C.** *Area regulations.*

1. *Front yard.* All structures, excluding fences and certain utility structures, shall be set back from the nearest point of any right-of-way a minimum of 50 feet, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code. Electrical substations, utility offices, or any other utility building shall meet the front yard setback requirements.
2. *Side yard.*
 - a. All principal buildings used as a residence shall be set back a minimum of 25 feet;
 - b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
 - c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of 20 feet.
3. *Rear yard.*
 - a. All principal buildings used as a residence shall be set back a minimum of 35 feet;
 - b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
 - c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of ten feet.
4. *Lot width.* Each lot shall front on a public road for a minimum of 100 feet.
5. *Maximum lot coverage.*
 - a. Total building area: 15 percent, except as provided for elsewhere in this section; and
 - b. Total lot coverage: 25 percent, except as provided for elsewhere in this section.

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6. *Size regulations.* No non-agricultural accessory building shall exceed 30 percent of the footprint of the principal building used as a residence or 600 square feet in size, whichever is greater.
 7. *Land area.* Minimum lot size of five acres.

~~E.~~**D.** *Height regulations.*

1. No principal building shall exceed 2½ stories, or 35 feet in height, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code; and
2. No accessory structure shall exceed 15 feet in height, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code.

~~F.~~ **E.** *Parking.* As regulated in Chapter 4.

(Ord. No. 86-16, 4-1986; Ord. of 2-2006)

ORDINANCE:	21-17
PREPARED BY:	Shipley
REQUESTED BY:	Town of Farragut
CERTIFIED BY FMPC:	October 21, 2021
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
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 I. – AGRICULTURAL DISTRICT (A)

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3., Section I., Agricultural district (A) 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 Chapter 3., Section I., Agricultural district (A) in its entirety as follows:

SECTION 1.

Sec. I. Agricultural district (A).

- A. *General description.* This district provides space for agricultural uses which comprise an important part of the economy and land use of the Town of Farragut. The intent is to permit lands best suited for agriculture to be used for agriculture purposes and also to prevent the encroachment of urban and other incompatible land uses on farm lands and thereby protect the physical and economic well-being of agricultural operations.
- B. *Permitted uses and structures.*
 - 1. Agricultural uses.
 - 2. Detached single-family dwellings
 - 3. A second single-family detached dwelling may be permitted on an existing lot of record provided all the following criteria are met:
 - a. The lot is a lot of record that is at least five acres.
 - b. The lot of record does not have more than one existing dwelling unit.

- c. The lot of record must front directly on an existing public street for at least 100 feet.
 - d. The existing and additional dwelling unit shall meet the setback requirements for principal dwelling units in the (A) District.
 - e. The second dwelling unit shall be situated so that it is at least 50 feet from the existing dwelling unit.
 - f. The second dwelling unit will not create an additional access to a public street. The access will have to be shared with the existing dwelling unit.
 - g. The second dwelling unit shall be able to satisfy all applicable utility, code, and fire suppression requirements.
4. Schools, public and private, and churches and other places of worship provided the following development criteria are met:
- a. Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school or church accesses must meet the minimum design standards established in the Farragut Subdivision Regulations.
 - b. There shall be a minimum lot size of five acres.
 - c. There shall be a buffer strip which meets the following minimum development criteria:
 - 1) The buffer strip shall be a minimum of 25 feet in width on all side and rear property lines;
 - 2) Existing, mature vegetation shall be preserved and incorporated into the buffer strip;
 - 3) No grading shall occur in the buffer strip; and
 - 4) Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.
 - d. The following setback requirements are met:
 - 1) *Front yard.* All buildings and structures, excluding signs, shall be set back from the nearest point of any right-of-way no less than 50 feet. For the purposes of this ordinance, the interstate highway right-of-way shall be considered a side or rear lot line.
 - 2) *Side and rear yards.*
 - a) All buildings shall be set back a minimum of 50 feet. Setbacks shall be measured from the nearest point of any property line; and
 - b) All accessory structures, excluding signs and fences, shall be set back a minimum of 30 feet. Setbacks shall be measured from the nearest point of any property line.

- e. The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent.
- f. A site plan and landscape plan shall be submitted as regulated in Chapter 4.
- 5. Accessory uses and structures.
- 6. Customary Home Occupations as regulated in Chapter 4.
- 7. Cemeteries and historical monuments.
- 8. Signs as regulated in the [Farragut] Municipal Code.
- 9. Utility uses.

C. *Area regulations.*

- 1. *Front yard.* All structures, excluding fences and certain utility structures, shall be set back from the nearest point of any right-of-way a minimum of 50 feet, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code. Electrical substations, utility offices, or any other utility building shall meet the front yard setback requirements.
- 2. *Side yard.*
 - a. All principal buildings used as a residence shall be set back a minimum of 25 feet;
 - b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
 - c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of 20 feet.
- 3. *Rear yard.*
 - a. All principal buildings used as a residence shall be set back a minimum of 35 feet;
 - b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
 - c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of ten feet.
- 4. *Lot width.* Each lot shall front on a public road for a minimum of 100 feet.
- 5. *Maximum lot coverage.*
 - a. Total building area: 15 percent, except as provided for elsewhere in this section; and
 - b. Total lot coverage: 25 percent, except as provided for elsewhere in this section.
- 6. *Size regulations.* No non-agricultural accessory building shall exceed 30 percent of the footprint of the principal building used as a residence or 600 square feet in size, whichever is greater.

7. *Land area.* Minimum lot size of five acres.

D. *Height regulations.*

1. No principal building shall exceed 2½ stories, or 35 feet in height, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code; and
2. No accessory structure shall exceed 15 feet in height, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code.

E. *Parking.* As regulated in Chapter 4.

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 _____, 2021, with approval recommended.

Rita Holladay, Chairman

Scott Russ, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 21-21, Ordinance on first reading to amend the Capital Investment Program Budget and add ARPA Fund Budget for the Fiscal Year 2021-2022 budget, passed by Ordinance 21-13

INTRODUCTION:

The purpose of this agenda item is to approve Ordinance 21-21 on first reading to amend the Fiscal Year 2022 Capital Investment Program Budget and add the American Rescue Plan Act (ARPA) Fund budget.

DISCUSSION:

The **Capital Investment Program** will be amended by increasing the appropriated expenditures from \$13,720,342 to \$14,020,342, an increase of \$300,000.

- **\$300,000 Campbell Station Road Approach to Interstate 40/75.** This project will be funded through CIP fund balance. The additional \$300,000 expenditure is for engineering and construction of improvements at the Campbell Station Road approach to Interstate 40/75. See business item D. Professional Services Agreement with Cannon & Cannon, Inc. for Engineering Services for Campbell Station Road Improvements at Approach to Interstate 40/75 for further detail and information.

FINANCIAL SECTION:

Account Number: Capital Investment Program

FY2022 Budget

\$13,720,342

Requested Amendment

\$300,000

FY2022 Amended Budget

\$14,020,342

Approved By: _____

American Rescue Plan Act (ARPA) The addition of the fund and proposed budget. See attachment A for the proposed budget.

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

PROPOSED MOTION: Motion to approve Ordinance 21-21 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	_____	_____	_____	_____	_____

Attachment A

ARPA Fund-316

		FY2021-22 <u>Proposed</u>
Beginning Balance		0
316	Revenues	
33193	Federal ARPA Grant 1	3,527,626
33194	Federal ARPA Grant 2	0
Total Revenues		\$3,527,626
Expenditures		
41991-1320	Vaccine Incentive Program	10,200
41991-1150	Essential Personnel Pay	110,200
41992-9450	Broadband Infrastructure	0
41830-9311	Stormwater Parking Facilities	1,500,000
41830-9361	Building Improvements	0
43150-9340	Stormwater Improvements	0
Project Expenditures		1,907,226
Total Expenditures		\$3,527,626
Ending Balance		0



DATE: November 11, 2021

TO: Board of Mayor and Aldermen

FROM: David Smoak, Town Administrator

RE: American Rescue Plan Act Essential Worker Premium Pay

INTRODUCTION

The American Rescue Plan Act (ARPA) was approved by the U.S. Congress and signed into law on March 11, 2021. The law provided for \$350 Billion in COVID-19 relief funds to be divided for states, municipalities, counties, tribes and territories. The amount the Town of Farragut will receive from ARPA is \$7,055,252.70.

DISCUSSION

There are specific areas of focus included in the law where ARPA funding can be expended. One of these areas is premium pay for essential workers that have worked through the pandemic to maintain continuity of operations for essential critical infrastructure sectors as defined by the Act, Tennessee Governor Bill Lee and Farragut Mayor Ron Williams. Each of the Town of Farragut's employees are defined as essential under the Act and therefore eligible for premium pay.

As the country continues to battle with COVID-19, our employees have been resilient and maintained the town's high standards of service to the community. The proposed premium pay would compensate essential Full-time personnel \$100/month and Part-time personnel \$50/month for those months they provided service to the community from April 2020 through October 2021. This payment would be a one-time payment and would not impact employee's regular rates of pay moving forward into the fiscal year.

FINANCIAL SECTION

The total cost to provide this premium pay for essential town personnel is \$110,200. One hundred percent (100%) of these expenditures will be covered by American Rescue Plan Act funding.

RECOMMENDATION BY

Town Administrator David Smoak for approval.

ORDINANCE	21-21
PREPARED BY	Myers
1 ST READING	November 11, 2021
2 nd READING	December 9, 2021
PUBLISHED IN	Shopper News Farragut
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2021-2022 BUDGET, PASSED BY ORDINANCE 21-13**

WHEREAS, the Town of Farragut adopted the fiscal year 2021-22 budget by passage of Ordinance Number 21-13 on June 10, 2021; and

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

WHEREAS, expenses for the Capital Investment Program will be greater than budgeted and the addition of the American Rescue Plan Act Fund budget; 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 2021-2022 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 21-13 is hereby amended by:

- The **Capital Investment Program** will be amended by increasing the appropriated expenditures from \$13,720,342 to \$14,020,342, an increase of \$300,000.
- Adding the **American Recue Plan Act Fund** Budget

ARPA Fund-316

	FY2021-22
	<u>Proposed</u>
Beginning Balance	0
Total Revenues	\$3,527,626
Total Expenditures	\$3,527,626
Ending Balance	0

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: Sue Stuhl, Parks & Recreation Director

SUBJECT: Approval of the Veteran Salute 5K/10K road races, November 13, 2021

INTRODUCTION: The first Veterans Salute race was held in 2019. Part of the proceeds from the run will benefit a veteran's group – the details of which group are still being decided. The event will include a 10K & 15K (7:30 a.m. start), 1 M Fun Run (8:15 a.m. start) and a 5K (9 a.m. start) and is scheduled for Saturday, November 13. The start and finish area, along with the athlete's village, will be located at the Farragut Community Center on Jamestowne Blvd.

DISCUSSION: This event will include temporary one lane closure of Jamestowne Blvd, Kingston Pike, Campbell Station Road and the streets through Village Green Subdivision. A map of all three courses is attached. With the exception of the fun run, the other two races are a loop and once runners have passed that area, the road will be reopened. The lane closure on Kingston Pike is for a very short distance – from Russgate to Boring Road. The lane closure on Campbell Station Road is from Old Colony to Jamestowne. We hope to encourage the local community to gather at Founders Park and cheer on our runners from the Veteran's Salute Corridor.

Restrooms and water stations will be provided, and the Knox County Sheriff's Department will provide traffic control (along with volunteers.)

RECOMMENDATION BY: Sue Stuhl, Parks & Recreation Director and Karen Tindal, Tourism Coordinator

PROPOSED MOTION: Approve the event application involving the Town's public rights of way for the Salute to Veteran's Races on November 13, 2021.

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	_____	_____	_____	_____	_____

Farragut
Special Event Permit Application
BP-2021-791

Submitted by Shahin Hadian
shahin@fleetfeetknoxville.com
(865) 850-5022

Address of Proposed Work: **239 JAMESTOWNE BLVD**

City: **Farragut** State: **TN** Zip: **37934**

Contact Information

Applicant's Contact Information

Title: _____ First Name: **Shahin** Last Name: **Hadian** Suffix: _____
Business Name: **Fleet Feet Knoxville Running Club**
Mailing Address: **10961 Twin Harbour Dr**
City: **Knoxville** State: **TN** Zip: **37934**
Email Address: **shahin@fleetfeetknoxville.com**
Cell Phone: **(865) 850-5022** Work Phone: **(865) 675-3338** Home Phone: **(865) 850-5022**

Contractor's Contact Information

Title: _____ First Name: _____ Last Name: _____ Suffix: _____
Business Name: _____
Mailing Address: _____
City: _____ State: **TN** Zip: _____
Email Address: _____
Cell Phone: _____ Work Phone: _____ Home Phone: _____

Property Owner's Contact Information

Title: First Name: _ Last Name: Suffix:
Business Name:
Mailing Address:
City: State: **TN** Zip:
Email Address:
Cell Phone: Work Phone: Home Phone:

Application Questionnaire (* denotes required question)

Special Event

Will any Public Parks/Facilities be used in your event? * Yes

Please note that use of any public parks/facilities must be approved by the Farragut Parks and Recreation Department prior to applying for this permit. Please call 865-966-7057 for approval before proceeding with this permit.

What park or facility?

Start Date of Event * Nov 13, 2021

Name of Event * Veterans Salute road races

Type of Event * Race

Please Specify

Brief Description of Event * 5K/10K and Fun Run road races

Is event private or open to the public? *	<u>Open to the public</u>
Is food being served?	<u>No</u>
Will you have portable Sanitary Facilities?	<u>Yes</u>
Will you have a solid waste dumpster?	<u>No</u>
Will there be any temporary structures/stages? Upload Location in File Upload Section.	<u>No</u>
Will you need Temporary Power? PROVIDE LOCATION DRAWING IN FILE UPLOAD SECTION.	<u>No</u>
Will you have any other Air Supported Structures? UPLOAD LOCATION DRAWING IN FILE UPLOAD SECTION.	<u>No</u>
Will you need any public street closures? Please Note: Any public street closures must go before Board of Mayor and Aldermen for approval	<u>No</u>
Where are the parking areas located? INCLUDE DRAWING IN FILE UPLOAD SECTION.	<u>Community Center, Faith Lutheran Church, and near by shopping center</u>
If this event is a parade/sporting event, where is the route, staging, and disbanding areas? UPLOAD DRAWING IN FILE UPLOAD SECTION	<u>See attached map</u>
In case of Rainout, state cancellation date and time: (EXAMPLE-EVENT IS AT 2:00PM ON SATURDAY, RAINOUT CANCELLATION IS AT 1:00 PM SATURDAY OR POSTPONEMENT IS UNTIL 4:00 PM)	<u>n/a</u>

Will there be music, live or otherwise? Yes

Will you have Security/Police Officers at your event? Yes

Please note: The Town of Farragut does not provide Security or Police Officers.

Will you have any Emergency Medical Personnel/Apparatus On-Site? Yes

Please Note: The Town of Farragut does not provide Emergency Medical Personnel/Apparatus.

What kind of cooking equipment will be used?

Name of Sanitary Facility Vendor: ETP

Name of Solid Waste Vendor:

How many Generators?

From what time to what time are they to be closed?

Include times to be manned:

What hours will the music be playing? DJ 6:30-10:00 for music and announcements

How many Officers? 10

From what time to what time? 6:30-10:30

From what time to what time?

Will you have any Fire Officers/Apparatus at your event? No

Will you have Tents? Yes
If Yes, please list tents in order from largest to smallest.

Will you have Bounce Houses? No

Provide law enforcement contact for day of event. KSCO Randy Errington

Provide emergency services contact for day of event.

Have you applied for an insurance certificate of general liability insurance? * Yes
Naming the Town of Farragut, its employees and agents as additionally insured.

Copy of Insurance must be uploaded. Certificate of Insurance has been requested
I HEREBY UNDERSTAND AND AGREE TO THE STATED REQUIREMENTS ABOVE.

I hereby understand and agree that approval of event permit is contingent upon receipt of copy of insurance.
Please Provide a Full Name Signature.

Do you want this event advertised on VisitFarragut.org? Yes

Will there be any animals at the event? No

FULL NAME SIGNATURE

I hereby understand and agree that for any event involving 3rd party alcohol sales or service, this application must be submitted at least 90 days prior to event date.

Will alcoholic beverages be served? * No

How many people do you expect? 200-300

Have you read the Parks / Facility Usage Policies, located at the beginning of the application process?

Have you received prior approval from the Farragut Parks and Recreation Department?

A Signed Letter of Approval from Property Owner must be uploaded in the document uploads section. False

End Date of Event Nov 13, 2021

Please list the Streets to be Closed

Include drawing in file upload section False

Provide Location Drawing in File Upload Section. False

Event Start Time 7:30 AM

Event End Time 10:00 AM

Event Setup Time 6:00 AM

Event Teardown Time 10:30 AM

Phone # of Food Vendor - 1:

Phone # of Food Vendor - 2:

Phone # of Food Vendor - 3:

Phone # of Food Vendor - 4:

Phone # of Food Vendor - 5:

Phone # of Food Vendor - 6:

Phone # of Food Vendor - 7:

Phone # of Food Vendor - 8:

Phone # of Food Vendor - 9:

Phone # of Food Vendor - 10:

Salute to Veterans Races

Presented by Fleet Feet Knoxville

Events

Runners can choose from 4 distances:

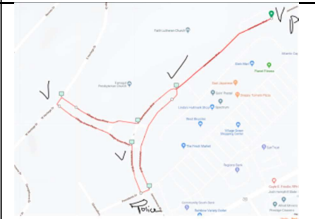
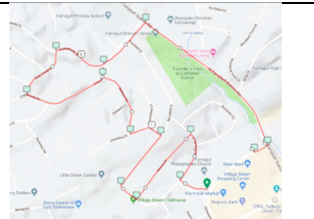
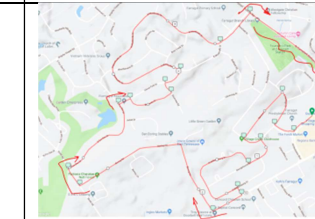
- 1-mile fun run – An untimed mile (0.9 miles) thru the village green neighborhoods to provide fun and remembrance. Start on the road. Finish at the new community center.
- 5k - a timed 5k or 3.1 miles, this race travels thru the Village Green neighborhood. The run finishes up with the Veterans Salute corridor, situated along N Campbell Station Rd as runners go by the park. Start on the road. Finish at the new community center.
- 10k - a timed 10k or 6.2 miles, this race travels thru the Village Green neighborhood. The run continues onto a short stretch of Kingston Pike before going thru Boring area. It then reenters Village Green via Concord Manor. Course cover the Monticello Rd before turning onto N Campbell Station Rd and entrance into the Veterans Salute corridor along the park. Start on the road. Finish at the new community center.
- 15k (planned for 2020) - this course is similar to 10k with the addition of another 3.1 miles thru the beautiful Fox Den neighborhood. The runners separate as they come out of Boring turning left. The runners then regroup as they enter Major.

Race Times

- 7:30 10k starts (also 15k)
- 8:15 1M fun run starts
- 9:00 5k starts
- 10:30 course closes; awards shortly after

Race courses:

Except for fun run, all courses that are timed will be certified by USATF.

Fun Run (0.9 M)	5K (3.1 M)	10K (6.2 M)	15K (9.3 M)
			
Untimed/not certified	To be certified	To be certified	To be certified – 2020 intro

Safety Measures

- **KSCO – Randy Errington** (randy.errington@knoxsheriff.org)

Sheriff officers will be positioned at key points where the runner traffic can be endangered by vehicular traffic, mostly near key streets. We probably need one to two officers along Campbell stations 1 to 2 officers along Kingston Pike and two officers along Smith Road and maybe one officer at entrance to Village Green from East Fox den.

- **Volunteers**

We will use volunteers as course monitors to direct runners as well as provide a “reasonable” amount of directing traffic in low traffic areas.

- **Cones**

We will use cones on major streets to separate car traffic from runner traffic. That is Campbell Station Kingston Pike and Smith Road. In the neighborhood we will use Cones sparingly to indicate direction and mark turns. Call Karen will check with her contact at <business> and an estimate and town of Farragut is considering covering that expense for the race.

- **Signage**

We will use a variety of signage along the course to secure the traffic and separate and help with directions. Digital signs left turn, right turn, do not enter, racing progress and caution, will be some of the more common signs used along the course. On major street we will use county signs or digital signs to forecast to drivers that there is road closure ahead.

Parking

Parking will be limited at the town of Farragut community center site. Parking lot at Faith Lutheran church also presents a large number of parking spaces, depending on their availability. Official parking will be recommended to be the Village Green shopping center with a short walk to the start line. This may allow us to tap into some of the businesses at Village Green shopping center. There will be no wrote impact to drive in and out.

Finish Area

The finish area will be at this time to Farragut community center. We will use their community center for access to the gym, the bathrooms, and in cold-weather shelter. Karen will verify with Sue that community center access is available by end of October. If we work with Shop Farragut we may use there some of the parking lot area for a tent village stage set up.

Fire Marshal Review/Approval Kim Sepesi (kim_sepesi@rmetro.com)

- We will review the layout and emergency staging with Fire Marshal for final approval; this information is part of the race information that will be communicated to all agencies.
- Tent Inspection: No tent permits has been required for our 2 10x10 pop-up tents without any side panels. These are used for protection against inclement weather.
- If anything changes, we will directly forward to the FM to make sure there are no pending issues.

Post-race celebration

We're talking to Shop Farragut to secure a venue in the parking lot and set up a post race celebration. Fleet Feet Knoxville will take care of their racer amenities such as post race food, awards, door prizes but Shop Farragut will be responsible for coordinating vendor recruitment celebration post race food for non-racers food trucks and such we will work with Shop Farragut to make sure the expenses are covered by them or are shared equitably. In the past years shop Farragut had been able to secure food vendors food trucks as well as casual pint beer bus.

- Racers Only -
- Everyone –

Charity

We will select a charity based on our veteran's organization that supports the Corridor. Ideally we would like to have a local organization to donate some of our proceeds to. We will select a charity based on our veteran's organization that supports the Corridor. Ideally we would like to have a local organization to donate some of our proceeds to.

Veterans Salute Corridor

As the main draw of this event, we will work with a local chapter of a veteran organization to commemorate and remember the fallen soldiers by using signage images flags along the Corridor that no less than the length of the lower part of the parking lot at the park and could extend more depending on interest. The idea is the runners have to run alongside this Corridor and Remember.

Can we use a local biking club chapter (check in with Harley's store on Lovell) and get them to volunteer for the event? Park their bike on the road with a yellow vest and flag, etc.

Awards

We will use a similar award structure to the Freedom Run for the 5K. For 10K and 15K, we will use a more conventional age breakdown with youth 1-10 and seniors 80+.

- Overall Male/Female
- Overall Master Male/Female
- Overall Grand Master Male/Female
- Overall Senior Master "Veteran" Male/Female
- top 3 in each Age Group (notice the additional age groups breakdowns):
 - 1-6, 7-8, 9-10, 11-14, 15-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, 70-74, 75-79, 80-84, 85+
- TEAM SPIRIT AWARD - Running by yourself is fun, but running together is even better! To make this year's Farragut Freedom Run even more fun, bring your friends, family, coworkers and enter our Team Spirit Award Contest. How to win is easy; the teams with the most members, win!

How it works:

- Make sure your team is registered on Run Sign Up before the race! **Create a Team/Group**
- Your team needs to be a group of 5 or more people. Groups can be family members, coworkers, friends, etc of all ages and abilities.
- All members need to be signed up for the team by the start of the race.
- All members must participate in the race, whether that is running and/or walking.
- Team coordinated outfits are not required but HIGHLY encouraged!

Insurance

As a member, RRCA provides a \$2 Million policy insurance for our event. We will request Certificate of Insurance for the following entities with their requested language:

- Town of Farragut

Certificate of Insurance –

Fleet Feet Knoxville Running club has a \$2 Million policy for this event. Additionally, the following steps will be taken:

- Special language inserted for the Town on the Certificate of Insurance, "The Town of Farragut, its agents and employees, are additionally insured under this policy".
- The Town will be a certificate holder
- The Certificate of Insurance will be forwarded to the Town as soon as it is received.

Corporate Filings

Fleet Feet Knoxville Running Club (Tax Id 26-1907253) a non-profit running club is the filing entity for this event. We will work closely with Fleet Feet Knoxville as the presenting sponsor. The registered agent listed on those corporate filings of the primary sponsor/organizer corporation, Shahin or Cheryl Hadian, are on the board of the event and will be the signatory authority for this application.

Additional draw

Other than the Veterans' Corridor (Salute Corridor) where every racer will run thru, the post-race celebration will be the other draw.

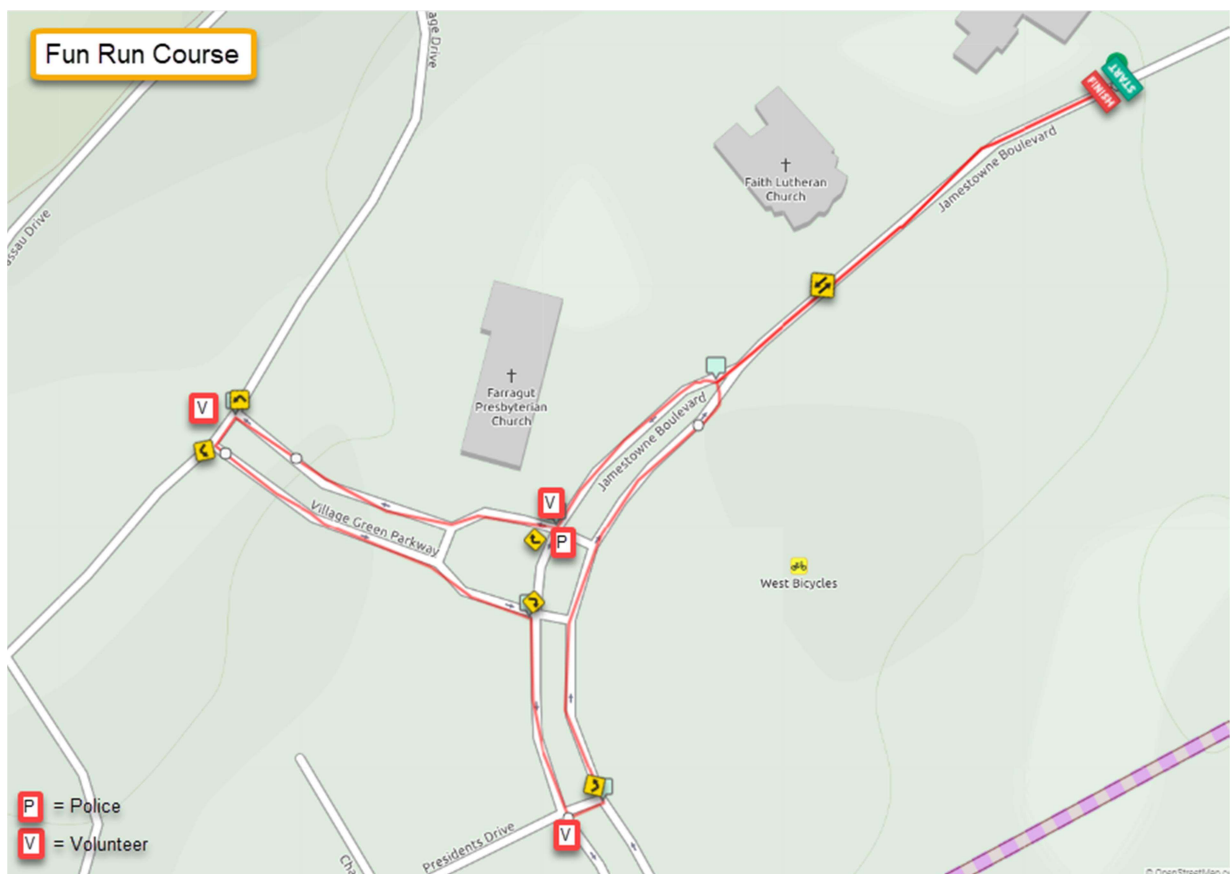
Production needs

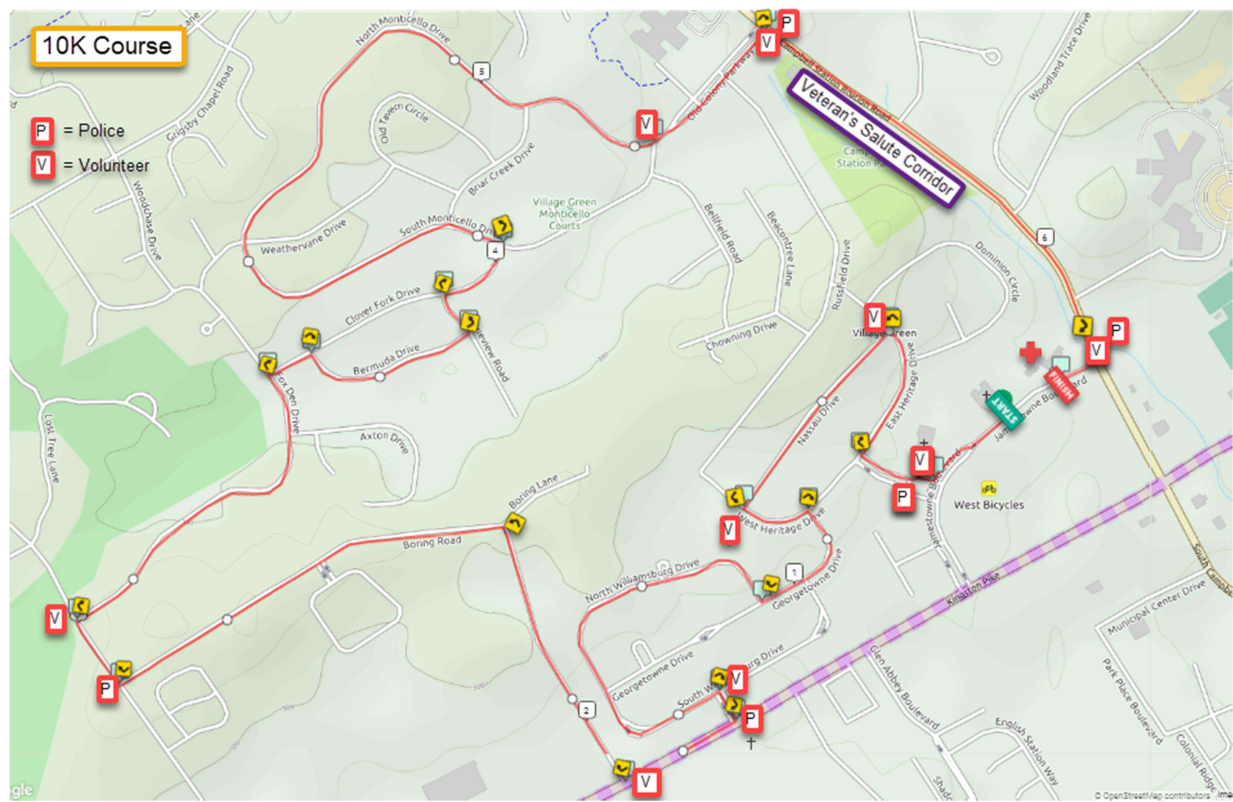
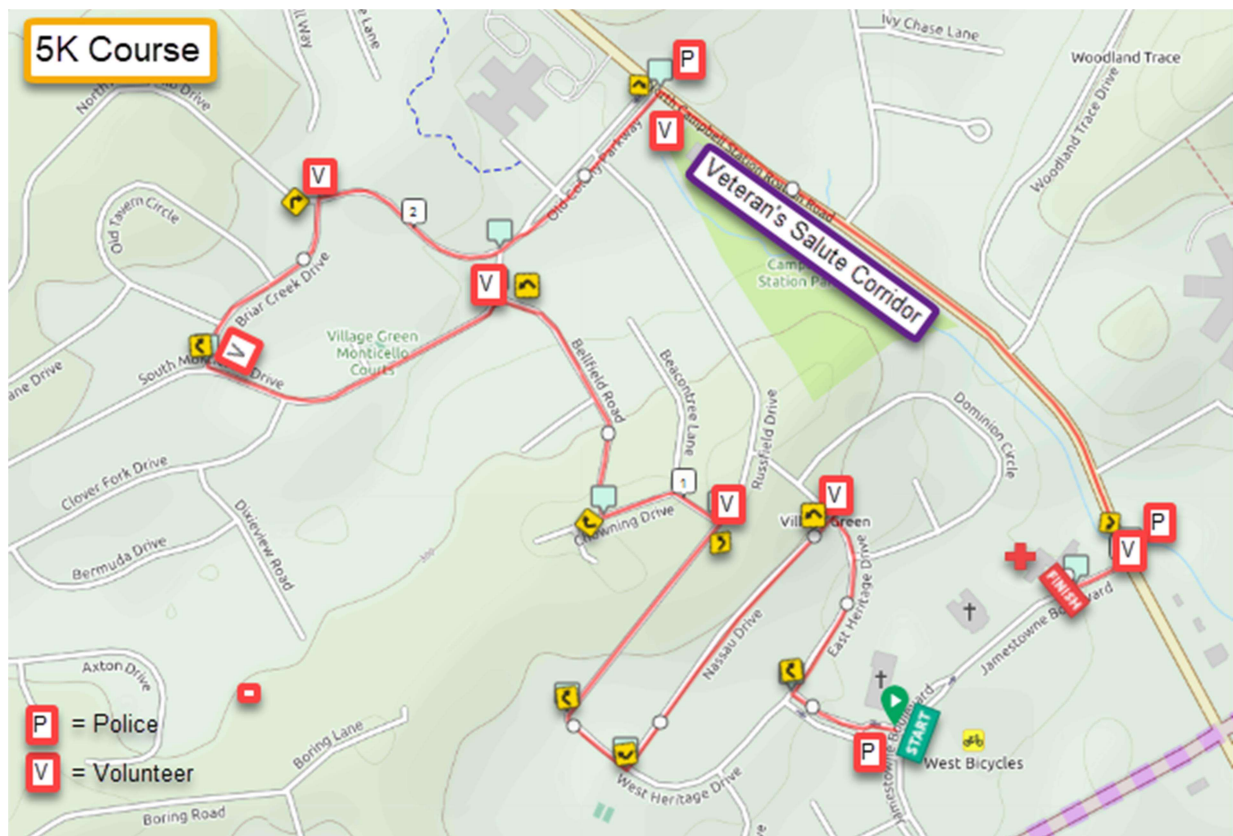
Budget

Commemorative products

Timing

Total Race Solutions







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2434 E-MAIL ADDRESS: mmayers@insmgt.com FAX (A/C, No): (765) 664-0761	
		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company	NAIC # 11991
INSURED Road Runners Club of America/2021 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	66869

COVERAGES **CERTIFICATE NUMBER:** 2021 \$1M A.I. **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			KRO0000008622000	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			KRO0000008622000	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031541900	12/31/2020	12/31/2021	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Farragut, its employees and agents are NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 11/13/21 Veteran Salute Races and 11/25/21 Hot To Trot 5k/10k/Fun Run INSURED RRCA CLUB/EVENT MEMBER: Fleet Feet Knoxville Running Club ATTN: Shahin Hadian, 11619 Parkside Dr, Knoxville TN 37934 Processed by RMV

CERTIFICATE HOLDER

CANCELLATION

11/13/21 Town of Farragut 11409 Municipal Center Drive Farragut SK 37934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Recreation Director

SUBJECT: Approval of the Hot to Trot 5K/10K & Fun Run, November 25, 2021

INTRODUCTION:

This item involves a request for approval of a special event application related to the Hot to Trot 5K/10K and Fun Run to be held along portions of Parkside Drive on Thanksgiving morning, November 25, 2021.

DISCUSSION:

This Annual Hot to Trot Race(s) is sponsored by Fleet Feet Knoxville Running Club. Proceeds from the events will help raise money for A Hand Up for Women and a food drive for Shepard of Hope Food Pantry. The races will start and end near the Fleet Feet store in the Parkside Station shopping center west of Lakesedge Drive. Please see the attached map. Each event will feature a loop (2 loops for the 10K) along portions of Parkside Drive. There will be some short-term road/lane closures within the affected portion of Parkside Drive. Set up time will begin at 6:30 a.m. and all clean-up will be complete by 10:00 a.m.

As in previous years, the organizers of the event have been working with the affected entities to make them aware of this ahead of time. Event organizers have been careful to minimize any impact to vehicular traffic and access.

The Parkside Station shopping center will be used for all staging facilities, including portable restrooms. Most of the parking will be provided on adjoining properties, including JCPenney and, if necessary, the primary school property on the west side of N. Campbell Station Road. The event is anticipated to have as many as 1,500 participants. Traffic control from parking areas and along the route itself will be addressed with Knox County and City of Knoxville police staff. EMS personnel from Rural Metro will also be on hand. Fleet Feet volunteers will provide clean-up for the event.

RECOMMENDATION: Sue Stuhl, Parks & Recreation Director, for approval.

PROPOSED MOTION:

Motion to approve the Hot to Trot 5K/10K and Fun Run road closures on Parkside Drive on November 25, 2021 from 6:30 to 10:00 AM.

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	_____	_____	_____	_____	_____

Farragut
Special Event Permit Application
BP-2021-792

Submitted by Shahin Hadian
shahin@fleetfeetknoxville.com
(865) 850-5022

Address of Proposed Work: **11619 PARKSIDE DR**

City: **Farragut** State: **TN** Zip: **37934**

Contact Information

Applicant's Contact Information

Title: _____ First Name: **Shahin** Last Name: **Hadian** Suffix: _____
Business Name: **Fleet Feet Knoxville Running Club**
Mailing Address: **11619 Parkside Dr**
City: **Knoxville** State: **TN** Zip: **37934**
Email Address: **shahin@fleetfeetknoxville.com**
Cell Phone: **(865) 850-5022** Work Phone: **(865) 675-3338** Home Phone: **(865) 850-5022**

Contractor's Contact Information

Title: _____ First Name: _____ Last Name: _____ Suffix: _____
Business Name: _____
Mailing Address: _____
City: _____ State: **TN** Zip: _____
Email Address: _____
Cell Phone: _____ Work Phone: _____ Home Phone: _____

Property Owner's Contact Information

Title: First Name: Mary Last Name: Wormsley Suffix:
Katherine
Business Name: Hatcher Hill Properties
Mailing Address: 11619 Parkside Dr
City: Knoxville State: TN Zip: 37934
Email Address: marykatherine@hatcherhill.com
Cell Phone: (865) 332-7822 Work Phone: Home Phone:

Application Questionnaire (* denotes required question)

Special Event

Will any Public Parks/Facilities be used in your event? * No

Please note that use of any public parks/facilities must be approved by the Farragut Parks and Recreation Department prior to applying for this permit. Please call 865-966-7057 for approval before proceeding with this permit.

What park or facility?

Start Date of Event * 11/25/2021

Name of Event * Hot to Trot 5K/10K & Fun Run

Type of Event * Race

Please Specify

Brief Description of Event * 5K/10K Road Race and fun run

Is event private or open to the public? *	<u>Open to the public</u>
Is food being served?	<u>No</u>
Will you have portable Sanitary Facilities?	<u>Yes</u>
Will you have a solid waste dumpster?	<u>No</u>
Will there be any temporary structures/stages? Upload Location in File Upload Section.	<u>No</u>
Will you need Temporary Power? PROVIDE LOCATION DRAWING IN FILE UPLOAD SECTION.	<u>No</u>
Will you have any other Air Supported Structures? UPLOAD LOCATION DRAWING IN FILE UPLOAD SECTION.	<u>No</u>
Will you need any public street closures? Please Note: Any public street closures must go before Board of Mayor and Aldermen for approval	<u>Yes</u>
Where are the parking areas located? INCLUDE DRAWING IN FILE UPLOAD SECTION.	<u>multiple parking locations including neighboring centers including JC Penny across the street</u>
If this event is a parade/sporting event, where is the route, staging, and disbanding areas? UPLOAD DRAWING IN FILE UPLOAD SECTION	<u>see attached map</u>
In case of Rainout, state cancellation date and time: (EXAMPLE-EVENT IS AT 2:00PM ON SATURDAY, RAINOUT CANCELLATION IS AT 1:00 PM SATURDAY OR POSTPONEMENT IS UNTIL 4:00 PM)	<u>N/A</u>

Will there be music, live or otherwise? Yes

Will you have Security/Police Officers at your event? Yes

Please note: The Town of Farragut does not provide Security or Police Officers.

Will you have any Emergency Medical Personnel/Apparatus On-Site? Yes

Please Note: The Town of Farragut does not provide Emergency Medical Personnel/Apparatus.

What kind of cooking equipment will be used?

Name of Sanitary Facility Vendor: ETP

Name of Solid Waste Vendor:

How many Generators?

From what time to what time are they to be closed? 6:30-10:00 a,m

Include times to be manned: 6:30-10:00 am

What hours will the music be playing? DJ will be available from 6:30-10:00 for music and announcements

How many Officers? 9

From what time to what time? 6:30-10:00

From what time to what time?

7-10 am

Will you have any Fire Officers/Apparatus at your event? Yes

Will you have Tents?

Yes

If Yes, please list tents in order from largest to smallest.

Will you have Bounce Houses?

No

Provide law enforcement contact for day of event.

KCSO Randy Errington

Provide emergency services contact for day of event.

KFD (2)

Have you applied for an insurance certificate of general liability insurance? *

Yes

Naming the Town of Farragut, its employees and agents as additionally insured.

Copy of Insurance must be uploaded.

COI to be provided as in past years

I HEREBY UNDERSTAND AND AGREE TO THE STATED REQUIREMENTS ABOVE.

I hereby understand and agree that approval of event permit is contingent upon receipt of copy of insurance.

Please Provide a Full Name Signature.

Do you want this event advertised on VisitFarragut.org?

Yes

Will there be any animals at the event?

No

FULL NAME SIGNATURE

I hereby understand and agree that for any event involving 3rd party alcohol sales or service, this application must be submitted at least 90 days prior to event date.

Will alcoholic beverages be served? * No

How many people do you expect? 1500

Have you read the Parks / Facility Usage Policies, located at the beginning of the application process?

Have you received prior approval from the Farragut Parks and Recreation Department?

A Signed Letter of Approval from Property Owner must be uploaded in the document uploads section. False

End Date of Event 11/25/2021

Please list the Streets to be Closed Portion of parkside Dr in front of Fleet Feet Knoxville

Include drawing in file upload section True

Provide Location Drawing in File Upload Section. False

Event Start Time 7:30 AM

Event End Time 9:30 AM

Event Setup Time 6:30 AM

Event Teardown Time 10:00 AM

Phone # of Food Vendor - 1:

Phone # of Food Vendor - 2:

Phone # of Food Vendor - 3:

Phone # of Food Vendor - 4:

Phone # of Food Vendor - 5:

Phone # of Food Vendor - 6:

Phone # of Food Vendor - 7:

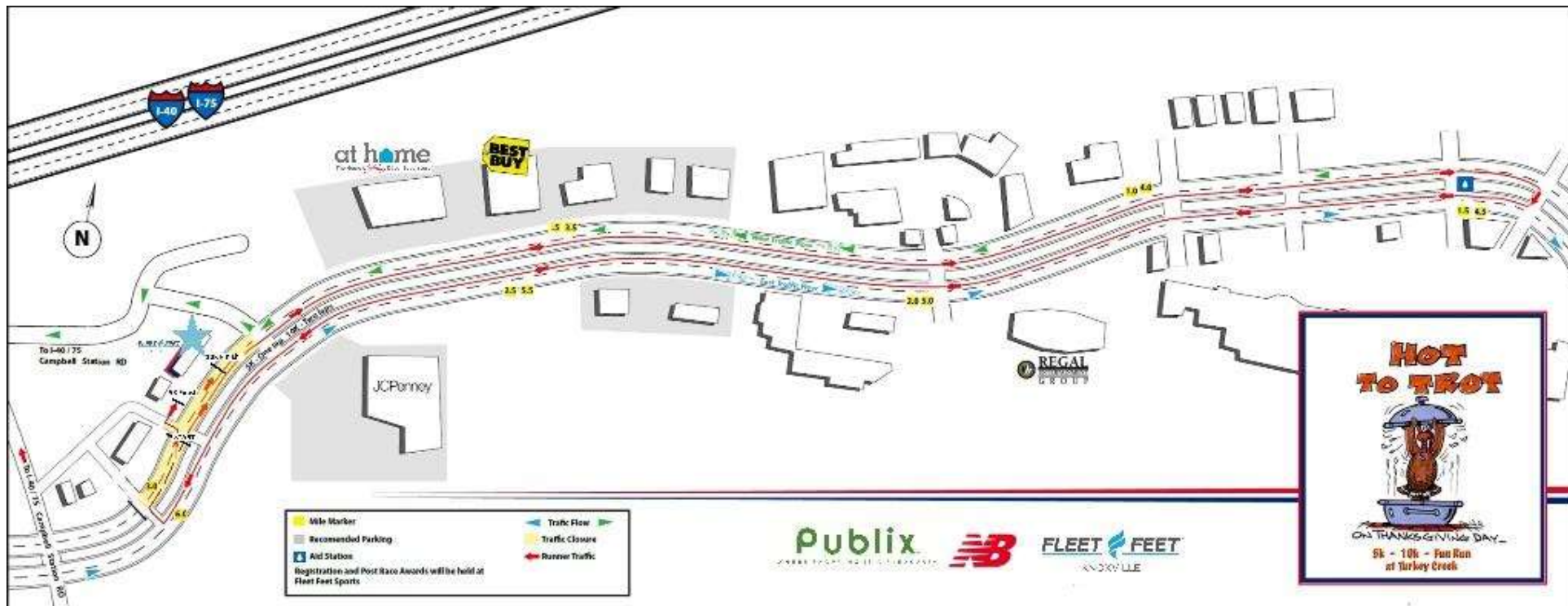
Phone # of Food Vendor - 8:

Phone # of Food Vendor - 9:

Phone # of Food Vendor - 10:

HOT TO TROT 5K/10K & FUN RUN COURSE AND TRAFFIC IMPACT INFORMATION

Effective on Thanksgiving Day 11/25/2021 from 6:30 am – 10:00 am



PARKSIDE DRIVE - ROAD CLOSURE PLAN

6:30 - 10:00 - Westbound lanes of Parkside Drive, between Lakes Edge Dr (Light at JC Penny's) & the road running next to First Tennessee Bank will be closed. This area is the start/finish area for all races (5K, 10K, and fun run).

7:30 - 7:45 (15 min) - Both westbound lanes of Parkside Dr. from Lakes Edge Dr (Light at JC Penny's) to Turkey Cove Lane (entrance to Abuelo's) will be closed during the first 15 minutes of the race. The course closures changes to one lane after the last runner.

7:30 - 9:30

Eastbound traffic (towards Lovell Rd) - The inside lane Eastbound traffic on Parkside Dr will be closed from Lakes Edge Dr (light at JC Penny's) to Snow Goose Dr (light at Chick-fil-A).

Westbound traffic (towards Campbell Station Rd) - The inside lane Westbound traffic on Parkside Dr will be closed from Snow Goose Dr (light at Chick-fil-A) to light at First TN Bank.

9:00 - Inside lanes reopens East of Turkey Cove Lane.

9:30 - All inside lanes reopen (except for start/finish area).

ACCESS PLAN

The following access plan has been devised for those businesses and residences during the hours of 7:30 – 9:30 am:

- **Eastbound traffic (towards Lovell Rd)** - The outside lane of Eastbound traffic on Parkside Dr will be open at all times and the best way to access businesses on the South side of Parkside Dr. As there is no Left Turn allowed across Parkside Dr with the inside lanes closed, the best way to access North businesses will be from Campbell Station Rd.
- **Westbound traffic (towards Campbell Station Rd)** - The outside lane of Westbound traffic on Parkside Dr from Lovell Rd until Lakes Edge Dr (light at JC Penny's) will be open during most of the race and is the best way to access business on the North side of Parkside Dr. As there is no Left Turn allowed across Parkside Dr, the best way to access South businesses and residences will be by Campbell Station Rd.

IMPORTANT REMINDERS

- Allow additional time to reach your destination & Use caution when driving
- Respect all volunteers and signages on the course as our primary objective is the safety of all participants
- Absolutely, there is no crossing of Parkside Dr when race is in progress. So plan accordingly!
- Travel East to reach businesses and residences on the South side of Parkside Dr and Travel West to reach businesses on the North side of Parkside Dr.
- The connecting parking lots on the North side of Parkside Dr provide an alternative in reaching businesses from the West. This only applies to businesses to the West of Car Maxx. Remember 15 min closure of both Westbound lanes from 7:30 to 7:45.
- The connecting parking lots on the South side of Parkside Dr provide an alternative in reaching residences and businesses from the East. This only applies to residences and businesses East of Lambert Medical supplies.

Questions: Contact us by phone at (865) 675-3338 or via Email at hottotrot21@fleetfeetknoxville.com

Hot To Trot 5K/10K, & Fun Run

Thurs Nov 25, 2021

Hot To Trot Race Committee officials, hereafter referred to as The Race Officials, will instruct all event administrators and volunteers on our plan for addressing emergency situations which threaten the safety of our event participants, volunteers and spectators. The Race Officials will distribute an emergency phone number list to course volunteers and other key personnel to include applicable numbers for police, fire and EMT personnel and race administrators.

In the case of FIRE, ACTIVE HOSTILE ATTACK, MISSING PERSON, MEDICAL EMERGENCY, or NOTIFICATION OF A POTENTIAL THREAT OF VIOLENCE during an event, The Race Officials will immediately contact law enforcement on site, fire/EMT personnel on site, and/or other medical personnel on site for direction.

The Race Officials will address WEATHER RELATED EMERGENCIES by monitoring weather forecasts prior to the event. This will include but not limited to local forecasts and emergency weather warnings from NOAA, with special attention placed on the possibility of heavy rain thunder and lightning, high winds, extreme temperatures and humidity. If necessary prior to the event advertised start time, athletes will be made aware of dangerous weather conditions on the race websites (<https://www.fleetfeetknoxville.com/races/HotToTrot> or www.runsignup.com/HotToTrot), as well as through other available means of communication such as mass E-mail, Twitter, Facebook and public address announcements.

All weather related decisions to modify the race format are made by The Race Officials on-site after thorough monitoring and coordination with the designated race timers, and when available, on-site law enforcements, fire/EMS representatives,, other medical officers and all other related officials on site. Possible changes include: altering the start time, altering the course, or in extreme situations cancellation of the event. Lightning and/or thunder occurring within 30 minutes of the scheduled start will cause the race to be postponed for a minimum of 30 minutes. Additional occurrences will continue to delay the race in 30-minute increments up to a maximum of 2 delays.

For any emergency occurrence that threatens the safety of the race participants, volunteers, or spectators, attendees should seek shelter in their vehicles, the designated safety shelter, or the nearest structure on the course. Emergency air horns will be utilized at the start/finish line and on the course to notify attendees to seek shelter. We will issue air horns to the mile monitors and water stop captains on the course with instructions on when and how to use them.

The registration confirmation email to each participant shall include a statement on Our plan to notify attendees of an emergency situation and our suggestions on where to seek shelter. We will emphasize this plan in our pre-race announcements to include a demonstration of the emergency air horns.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2434 E-MAIL ADDRESS: mmayers@insmgt.com FAX (A/C, No): (765) 664-0761
INSURED Road Runners Club of America/2021 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 11991 66869

COVERAGES**CERTIFICATE NUMBER:** 2021 \$1M A.I.**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			KRO0000008622000	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			KRO0000008622000	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031541900	12/31/2020	12/31/2021	Excess Medical \$10,000 AD & Specific Loss \$2,500

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Town of Farragut, its employees and agents are NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 11/13/21 Veteran Salute Races and 11/25/21 Hot To Trot 5k/10k/Fun Run INSURED RRCA CLUB/EVENT MEMBER: Fleet Feet Knoxville Running Club ATTN: Shahin Hadian, 11619 Parkside Dr, Knoxville TN 37934 Processed by RMV

CERTIFICATE HOLDER**CANCELLATION**

11/13/21 Town of Farragut 11409 Municipal Center Drive Farragut SK 37934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal from Ross/Fowler, PC for Design & Construction Services for McFee Park Phase 4, Permeable Paver Parking and Stormwater Quality Improvements

INTRODUCTION: The purpose of this item is the approval of a proposal for final design and construction services for new permeable paver parking facilities at McFee Park.

BACKGROUND: The Board's Strategic Plan identifies critical success factors to achieve the Town's vision. Among those critical success factors is the need to "provide excellent parks, recreation, cultural amenities and programs," as well as "advancing a high-quality built environment." Design and construction of additional permeable paver parking allows greater access to the park amenities, while also demonstrating best management practices for improved stormwater quality in the Town.

As McFee Park Phase 3 nears completion, we should note it represents the largest expansion of any of our parks, including addition of the Great Lawn, tennis courts, basketball court, restroom pavilion, parking, access road and pedestrian facilities. Phase 4 includes additional parking facilities along the loop road constructed during Phase 3, beginning just west of the upper pavilion and extending to the north side of the park to a point west of the new tennis facilities. The design will allow for future amenities to include a pedestrian trail and trailhead, a dog park and additional tennis courts.

Earlier phases of the park expansion included permeable paver parking lots. The interlocking pavers allow stormwater runoff to pass through the paving system to infiltrate into the soil. This infiltration not only reduces the volume of detention required at the site but provides filtration of pollutants before runoff enters surface or groundwater. The result has proven to be an efficient management of our surface runoff, while providing attractive parking facilities for our park visitors.

The attached proposal from Ross/Fowler PC outlines the scope of services for preparation of final construction plans for Phase 4, as well as contract management services required for completion of the project. Fees for Basic Services total 9.25% of the total construction cost, currently estimated to be \$138,750, based upon the construction estimate of \$1,300,000. Supplemental Services (surveys) require an additional cost of \$15,200, for a total fee of \$153,950. As this project provides significant improvement to the quality of our stormwater runoff, it qualifies for funding under the American Rescue Plan Act of 2021 (ARPA).

FINANCIAL SECTION:

Project: McFee Park Phase 4 – Permeable Paver Parking and Stormwater Quality Improvements

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$1,500,000	\$153,950	\$0	\$1,346,050

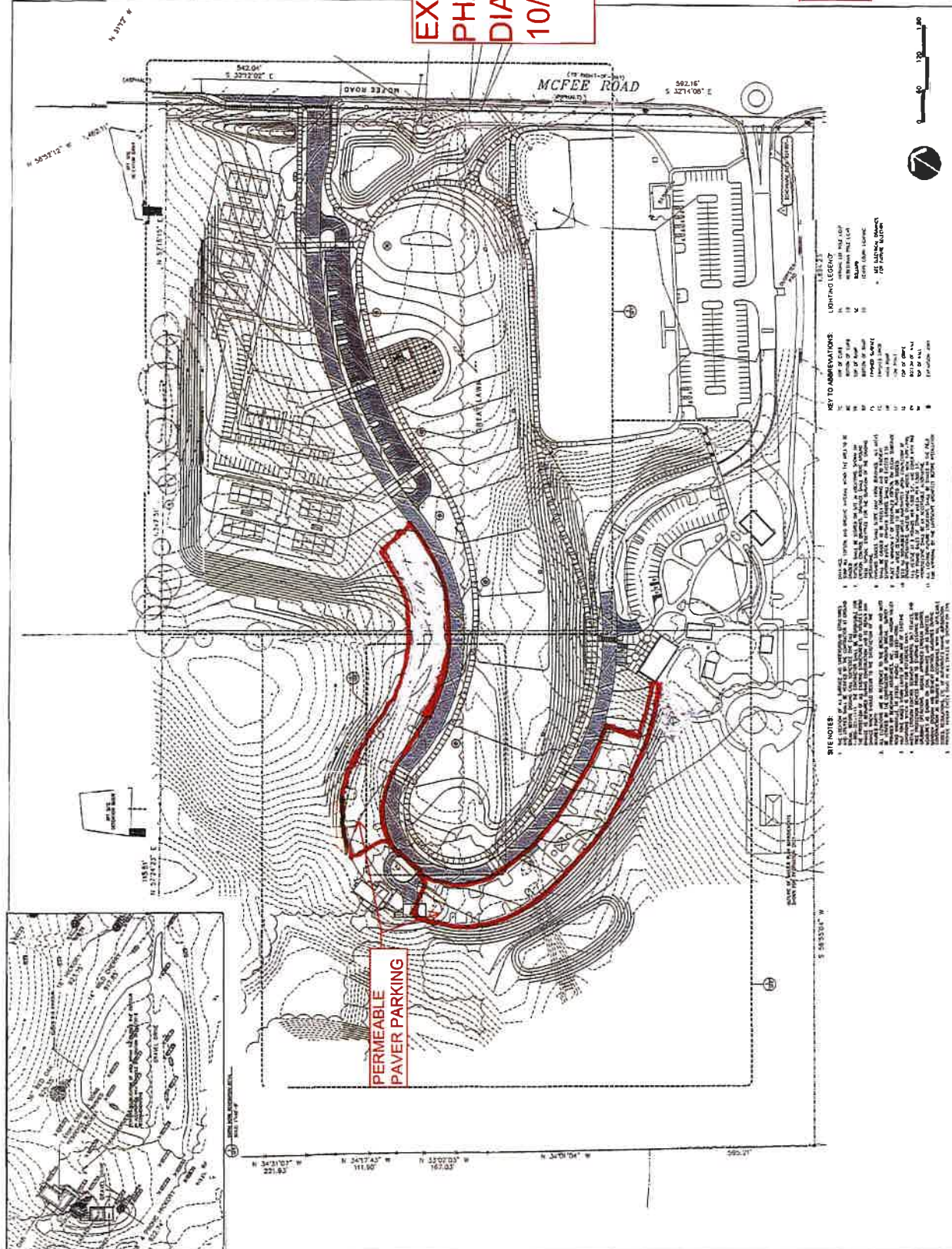
Approved By: A. Myers

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

PROPOSED MOTION: Approval of professional services agreement with Ross/Fowler, PC for design and construction services for McFee Park Phase 4, Permeable Paver Parking and Stormwater Quality Improvements, as presented.

MC FEE PA
FARRAGUT, TEN

OVERALL
SITE PLAN
BASE BD
L2.0





AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

and the Architect:
(Name, legal status, address and other information)

Ross/Fowler, P.C.
5103 Kingston Pike Suite 105
Knoxville, Tennessee 37919

for the following Project:
(Name, location and detailed description)

McFee Park Phase 4
917 McFee Road
Farragut, Tennessee 37934

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The McFee Park Phase 4 project is the work shown in the attached Exhibit A-Phase 4 Diagram dated 10/8/21 which includes permeable paver parking lots with associated site improvements.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The estimated project budget is \$1,500,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

April 22, 2022

.3 Substantial Completion date or dates:

December 16, 2022

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Sue Stuhl and Daryl Smith
11408 Municipal Center Drive
Farragut, TN 37934

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

NA

.2 Civil Engineer:

NA

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

David Craig
Ross/Fowler, P.C.
5103 Kingston Pike Suite 105
Knoxville, TN 37919

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineer:

Vaughn & Melton Engineers

.2 Mechanical Engineer:

.3 Electrical Engineer:

Vreeland Engineers

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Vaughn & Melton are retained to perform 4.1.1.4 Existing survey services

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One million dollars (\$ 1,000,000.00) for each occurrence and One million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One million dollars (\$ 1,000,000.00) each accident, One million dollars (\$ 1,000,000.00) each employee, and One million dollar (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million dollars (\$ 1,000,000.00) per claim and One million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of

the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan. Preliminary selections of major systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including site plans, sections, elevations, typical construction details, to fix and describe the size and character of the Project as to landscape architectural, civil and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms provided by the Owner.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals if requested by the Owner; (3) assist the Owner in determining the successful bid or proposal, if any; and, (4) preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 participate in conducting a pre-bid conference for prospective bidders;
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .3 participate in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and

to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	Provided as a Supplemental Service
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Provided as a Basic Service
§ 4.1.1.9 Landscape design	Provided as a Basic Service
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

The Architect shall provide 4.1.1.8 Civil engineering and 4.1.1.9 Landscape Design as Basic Services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

Init.

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Sixteen (16) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eight (8) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The Owner shall not be permitted to use the Architect's Instruments of Service in the event of termination.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the

completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Nine and one quarter percent (9.25 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

For Survey Services 4.1.1.4 the sum of Fifteen thousand two hundred (\$15, 200.00)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly based on the hourly rates of Ross/Fowler and their consultants as set forth in Exhibits C, D and E

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Pre-Design Phase	\$6,937.50	(5%)	
Schematic Design Phase	\$13,875.00	percent (	10 %)
Design Development Phase	\$27,750.00	percent (	20 %)
Construction Documents Phase	\$48,562.50	percent (	35 %)
Procurement Phase	\$6,937.50	percent (	5 %)
Construction Phase	\$34,687.50	percent (	25 %)
Total Basic Compensation	\$138,750.00	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit C Ross/Fowler Hourly Rates
Exhibit D Vaughn & Melton Engineers Hourly Rates
Exhibit E Vreeland Engineers Hourly Rates

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

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- additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
 - .10 Site office expenses;
 - .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
 - .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % One and one-half percent per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 Where the term "Architect" is used in this agreement it shall apply to the Landscape Architect and their consultants equally.

12.2 This agreement may be terminated with or without cause by either party upon seven (7) days written notice to the other party in accordance with Section 9.5. On termination the Owner shall compensate the Architect as described in Section 9.6.. The Owner's right to use the Architect's Instruments of Services shall be as described in Section 9.7.

12.3 In the performance of this contract, Architect will comply with all applicable laws, ordinances, rules, regulations and order of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibits discrimination in employment regarding race, color, religion, sex or national origin,

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Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[
(Paragraphs deleted)

X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A- McFee Park Phase 4 Diagram dated 10/8/21
Exhibit B- Ross/Fowler Certificate of Insurance
Exhibit C- Ross/Fowler Hourly Rates
Exhibit D- Vaughn & Melton Engineers Hourly Rates
Exhibit E- Vreeland Engineers Hourly Rates

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

Ron Williams Mayor
(Printed name and title)

ARCHITECT (Signature)

Patrick C. Brown President
(Printed name, title, and license number, if required)

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CERTIFICATE OF LIABILITY INSURANCE

CAPIDIT B

DATE (MM/DD/YYYY)

11/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 104 Woodmont Blvd. Suite 400 Nashville TN 37205	CONTACT NAME: Canessa Jones		
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: cjones@risk-strategies.com		
INSURED Ross / Fowler, P.C. 5103 Kingston Pike Suite 105 Knoxville TN 37919	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Company of CT		25682
	INSURER B: Travelers Property Casualty Company of America		25674
	INSURER C: Travelers Commercial Casualty Co		40282
	INSURER D: Travelers Casualty & Surety Company of America		31194
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		6809H705668	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA7R382940	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP6146Y541	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	\$						
	\$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB4K768066	05/01/2021	05/01/2022	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	Professional Liability			105831696	09/07/2021	09/07/2022	Each Claim \$1,000,000
	Aggregate \$1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: McFee Park Phase 4.

Town of Farragut is included as an additional insured as respect to General Liability. These provisions must be required by and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Town of Farragut 11408 Municipal Center Drive Farragut TN 37934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ROSS/FOWLER, P.C.
HOURLY RATES
2021

Firm Principal	
Principal	\$175/hr.
Firm Management	
Associate/Project Manager III	\$165/hr.
Associate/Project Manager II	\$150/hr.
Project Manager I	\$120/hr.
Firm Professional Staff	
Landscape Architect IV	\$100/hr.
Landscape Architect III	\$80/hr.
Landscape Architect II	\$75/hr.
Landscape Architect I	\$65/hr.
Firm Technical Staff	
Technical III	\$70/hr.
Technical II	\$60/hr.
Technical I	\$45/hr.
Firm Administrative Staff	
Administrative III	\$65/hr.
Administrative II	\$50/hr.
Administrative I	\$45/hr.

Vaughn & Melton, (V&M) will provide professional engineering services at an hourly rate for each classification as follows:

<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$225.00
Senior Project Manager II	200.00
Senior Project Manager I	175.00
Project Manager II	155.00
Project Manager I	135.00
Senior Licensed Design Professional	165.00
Licensed Professional II	140.00
Licensed Professional I	120.00
Construction Engineer II	125.00
Construction Engineer I	105.00
Graduate Engineer (EIT)	100.00
Senior Designer II	150.00
Senior Designer I	120.00
Senior Environmental Scientist	120.00
Environmental Scientist	100.00
CADD Technician IV	100.00
CADD Technician III	85.00
CADD Technician II	70.00
CADD Technician I	55.00
CEI Technician IV	115.00
CEI Technician III	100.00
CEI Technician II	85.00
CEI Technician I	65.00
Clerical Administration II	70.00
Clerical Administration I	60.00
ROW Agent III	130.00
ROW Agent II	100.00
ROW Agent I	90.00
Survey Party (4-Man)	215.00
Survey Party (3-Man or 2-man w/Robotic or GPS)	185.00
Survey Party (2-man)	130.00
Survey Party (1-man w/Robotic or GPS)	100.00
Conductive Locator (1-Man)	90.00
Ground Penetrating Radar (1-Man)	125.00
Vacuum Excavation (2-Man)	265.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

- (1) Printing, reproduction, photography or special material for said project.
- (2) Travel by 4X4 at \$0.75 per mile. Travel by 4X2 at \$0.535 per mile.
- (3) Travel and living expenses for all personnel when required to be away from Knoxville in connection with work
- (4) Other consultant fees as approved by the Owner (or his Agent).

V&M will furnish, at the request of the Owner, monthly time sheets and an hourly breakdown for each employee working on said project with V&M's monthly invoice. The invoice and time sheets would be certified that the employee's worked the hours shown, at the classification designated.

Effective May 1, 2021

MANHOURLY RATES - 2021

Principal	\$150.00
Engineer	130.00
Designer	90.00
CAD Operator	80.00
Field Inspector	75.00

VREELAND ENGINEERS, INC.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Brannon Tupper, PE

SUBJECT: Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Engineering Services for Campbell Station Road Improvements at Approach to Interstate 40/75

INTRODUCTION: The purpose of this item is consideration of approval of a professional services agreement with Cannon & Cannon, Inc. for engineering services related to Campbell Station Road improvements at the approach to interstate 40/75.

BACKGROUND: A critical success factor from the Town of Farragut's Strategic Plan is "Building and Maintaining the Town's Infrastructure and Assets" with a Priority Initiative for "Reconstruction of the I-40/Campbell Station Road Interchange". While the development of the full interchange rebuild project is in the initial phases, the Engineering Department is exploring cost effective alternatives which can be readily implemented. The concept presented today is for minor roadway modifications to Campbell Station Road south of the underpass.

The current I-40/75 underpass on Campbell Station Road features an opposing left turn lane under the bridge. The on-ramp queues regularly spill into the through movement lanes causing back-ups, occasionally past the Grigsby Chapel Road/Parkside Drive intersection for the northbound movement. The proposed modifications allow for a dedicated northbound through lane and separation of the competing left turns to help mitigate the congestion issues.

Engineering has selected Cannon and Cannon, Inc. (CCI) from our On-Call Traffic Engineering consultants to perform the Engineering Services. CCI has provided the attached proposal for a lump sum fee of \$22,000 which includes survey, field observations, all necessary design services, and signal phasing optimization. CCI has performed a preliminary analysis and modeling shows significant improvements to the level of service.

FINANCIAL SECTION:

Project: Campbell Station Road Improvements at I-40/75 Approach

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Available Amount</u>
\$300,000	\$22,000	\$0	\$278,000

Approved
By: A. Myers

RECOMMENDATION BY: Brannon Tupper, Assistant Town Engineer

PROPOSED MOTION: Approval of professional services agreement with Cannon and Cannon, Inc. for engineering services for Campbell Station Road Improvements at Approach to Interstate 40/75.

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	_____	_____	_____	_____	_____

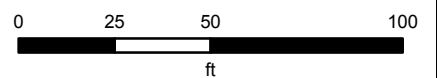


EXISTING CONDITION

Knoxville - Knox County - KUB Geographic Information System



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

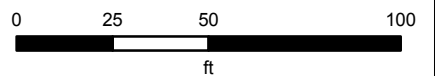


PROPOSED IMPROVEMENTS

Knoxville - Knox County - KUB Geographic Information System



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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Campbell Station Rd. at I-40/75 Eastbound Ramp - Southbound Left-Turn Lane

Location: Campbell Station Road Southbound Approach to I-40/75 Eastbound Ramp

Description of Project: Widen Campbell Station Road to Provide Left-Turn Lane

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 \$22,000, 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, 2022. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: Alan L. Childers

Printed
Name: Alan L. Childers, P.E.

Title: Senior Transportation Engineer

Date: October 29, 2021

Attachment A – Scope of Services and Fee Proposal

October 29, 2021

Mr. Brannon Tupper, P.E.
Assistant Town Engineer
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

RE: Scope of Services and Fee Proposal
 Campbell Station Road at I-40/75 Eastbound Ramp Intersection
 Traffic Operational Modification Project

Dear Mr. Tupper:

Cannon & Cannon, Inc. (CCI) is pleased to submit this Scope of Services and Fee Proposal for professional engineering services associated with the referenced traffic operational modification project. These modifications will include pavement marking, traffic signing, and traffic signal display changes on Campbell Station Road (CSR) south of the I-40/75 overpass, as well as alignment changes to the eastbound entrance and exit ramp lanes immediately adjacent to CSR. In addition, relevant traffic signal phasing and timing modifications will be developed to reduce congestion and traffic queuing.

PROJECT OVERVIEW

The intent of this project is to develop construction plans to provide for cost effective modifications to improve traffic flow and operations at the subject interstate interchange intersection. The primary methodology that is proposed is to separate the traffic queues for the northbound Campbell Station Road to westbound I-40/75 left-turns and the southbound Campbell Station Road to eastbound I-40/75 left-turns. Currently, these two movements share a single traffic lane in back-to-back fashion, a lane between the two on-ramps that lies mostly under the I-40/75 overpass. This results in left-turn traffic sometimes overlapping into each other, forcing one or both of the queues to spill back into a through traffic lane. With the improvements as proposed, this existing lane will become exclusively a northbound to westbound left-turn lane, with the southbound to eastbound left-turn lane movement being accommodated by developing a new left-turn lane south of the overpass. This will be accomplished by narrowing the existing traffic lanes, beginning immediately south of the overpass and pushing the intersection as far south as possible via minor ramp alignment adjustments. The operation of this new lane will be further enhanced via signal phasing and timing adjustments to minimize the associated traffic queues and overall congestion.

PROJECT SCOPE OF WORK

This project will include all activities necessary to prepare construction drawings for contractor implementation of the improvements described above. This effort will include the following tasks:

1. Conduct field surveys to locate the existing edges of pavement, pavement markings, signal poles, traffic signing, guardrail and other features pertinent to the project.
2. Prepare a base drawing of the surveyed existing conditions for use in plans development.
3. Prepare a sheet defining minor alignment and geometric changes to the eastbound entrance and exit ramp lanes immediately adjacent to Campbell Station Road, as well as any necessary guardrail adjustments.
4. Prepare a signing and pavement marking layout plan for proposed modifications from the I-40/75 westbound ramp intersection to Campbell Lakes Blvd.
5. Prepare a sheet illustrating typical sections and any necessary special details.
6. Prepare roadway quantities and an estimate of probable construction cost.
7. Develop modified traffic signal phasing and timing in order to provide for the optimization of traffic flow and the reduction of traffic queues under the proposed modified conditions.

Deliverables:

- Preliminary project construction plans for review and approval
- Final project construction plans for letting to construction
- Final project cost estimate
- Coding sheets defining traffic signal phasing and timing modifications

PROJECT BUDGET AND SCHEDULE

Based on our understanding of this project, the proposed budget for the services described above is \$22,000. We will invoice this amount on a lump sum basis in accordance with monthly estimates of the percent of work completed in the preceding month. For additional terms and conditions, please see the Professional Services Agreement to which this Scope of Services and Fee Proposal is attached.

Regarding project schedule, we will begin work upon receipt of authorization to proceed and contract execution. CCI will complete the preliminary project construction plans for review and approval within ten weeks of authorization to proceed. The final project construction plans will be submitted within two weeks of receiving comments back from the city.

We look forward to working with the Town of Farragut on this project. Please do not hesitate to give me a call if you have questions or require additional information.

Sincerely,



Alan L. Childers, P.E.
Senior Transportation Engineer

Attachments

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Karen Tindal, Tourism Coordinator

SUBJECT: Approval of contract with Madden Media for targeted marketing/advertising and website maintenance and a next-step expansion of marketing for Visit Farragut.

INTRODUCTION: This contract is two-fold:

- A targeted online marketing/advertising campaign using analytics from the website
- Maintenance of the website and an increase in content and functionality focused on restaurants and entertainment options

BACKGROUND: In the summer of 2020, a Request for Qualifications (RFQ) was issued by the Town of Farragut for upcoming tourism and public relations projects for a three-year period. Contracting with outside firms is essential due to the limited number of staff (two part-time workers) and the types of experience and knowledge needed for a diverse and expanding tourism program. Madden Media was selected by the RFQ committee to develop a new tourism website based on their impressive record in multi-media tourism management and their growth-driven strategy that would best meet needs of the expanding Visit Farragut program. The Board of Mayor and Aldermen approved the contract for development of a new Visit Farragut website in February 2021. Over the next 6 months, the tourism and public relations staff worked extensively with the team from Madden to develop a brand-new website. The website went live in August 2021 providing an improved internal and external user experience, positioning the website to become the primary marketing platform for the Visit Farragut program. Analytics for the first three months (August 1 through October 31) show a 22.3% increase in users, 21% increase in sessions, a 12.8% decrease in bounce rate and a time average of 1 minute, 23 second spent on site which represents an increase of 36.8% over the prior three months (the old Visit Farragut website). The new Visit Farragut website shows that 89.8% of website visitors are new to the site.

Acting as a DMO (destination marketing organization), Visit Farragut is responsible for engaging our local community and businesses to ensure that tourism development is mutually beneficial to our tourism stakeholders and residents. All marketing efforts must lead to an increase in destination awareness. Analytics from the Visit Farragut website reveal that our current site visitors are looking for general area information (22.2%), area events (12%), specific events (3.29% Lawn Chair Concerts and 3.28% Freaky Friday Fright Nite) and dining options (3.1%). Using the analytics to drive marketing efforts is referred to as MarTech (Marketing Technology) and is valuable in creating a highly effective and efficient media campaign where return on investment is more easily tracked than other areas of marketing.

Madden Media has proven to be an excellent partner for the Town of Farragut in tourism development. As a tourism-focused, full-service agency they are positioned to assist our staff in the next steps. These include continued website hosting and maintenance, enhancing the site with more robust content and leveraging that content in a targeted media marketing/advertising campaign focused on our top feeder markets. Utilizing SEM (search engine marketing) will generate awareness of Farragut and drive new user traffic to our website.

DISCUSSION: Attached is the scope of work proposed by Madden for this contract. The proposal includes four major components.

- The continuation of website hosting and maintenance through the end of the fiscal year.
- Next step website expansion and additional content focused on our restaurants and entertainment options, including the addition of happy hours, live music, and breakfast/brunch to drive visitors into our

area businesses. New filters on the website will allow visitors to easily navigate through all restaurant and bar options and lead to improved SEO with the additional content.

- SEM (search engine marketing) is one of the most important marketing channels to generate web traffic. It compliments SEO and content marketing and gets your destination at the top of the Google search results. SEM is conversion focused, targeting specific keywords that are relevant to Visit Farragut such as where to stay, things to do and where to eat and shop. On average, businesses that invest into SEM make \$2 revenue for every \$1 spent on AdWords (Source: Google Ads). This form of paid distribution (marketing/advertising) targets key audiences and bring new users to the site increasing brand awareness of Farragut's offerings.
- Amplified Storytelling is the combination of immersive content marketing on an interactive landing page that is promoted utilizing paid native distribution. These campaigns target key audiences based on intent and can bring Storytelling can increase travel intent by 50%, making this an effective tool to inspire and educate potential visitors. Storytelling helps consumers develop an emotional connection with our brand, while increasing analytic metrics such as time on page and new sessions.

The timeline (also included in the attached proposal) for the increased website content and functionality and the SEM spring campaign will be completed by the end of the fiscal year.

Funding is already in the tourism budget (professional services and printing/advertising line items). We have already invested in the development of our tourism website. This proposal positions the website as our most effective marketing tool by combining marketing and technology (MarTech) which will increase both website content and functionality as well as drive new visitor traffic to the site increasing our brand awareness. The use of SEM marketing techniques introduces a new tool to the Visit Farragut program that has already been proven in the industry to return on average 2:1 on investment.

STRATEGIC PLAN: Enhancing the Town's Financial Position - Increasing the sales tax base through tourism development.

RECOMMENDATION BY: Sue Stuhl, Parks & Recreation Director and Karen Tindal, Tourism Coordinator for approval.

PROPOSED MOTION: Approve a contract with Madden Media for \$21,000 for targeted marketing/advertising and website maintenance and expansion.

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	_____	_____	_____	_____	_____



345 E. Toole Ave.
Tucson, AZ 85701
Office: 520.322.0895
Fax: 520.322.9438
mmcontracts@maddenmedia.com

Quote Number Q-02477
Expiration Date 12/2/2021
Program Title

Account Name Town Of Farragut
Contact Name Karen Tindal
Email ktindal@townoffarragut.org

Billing Instructions
Bill To Account Town Of Farragut
Billing Address 11408 Municipal Center Dr
Farragut, TN 37934
United States

Bill To Contact

Product	Sales Price	Quantity	Line Total
Website Maintenance includes hosting (Monthly)	USD 520.00	6	USD 3,120.00
Digital Storytelling (Story and Presentation Layer)	USD 3,120.00	1	USD 3,120.00
Editorial Support (<\$100K) - (Monthly)	USD 740.00	3	USD 2,220.00
Growth Driven Design - Two Week Sprint	USD 2,520.00	1	USD 2,520.00
Creative - Companion Banner / Content Ads	USD 135.00	2	USD 270.00
Google SEM - General Leisure (CPC)	USD 0.80	9,688	USD 7,750.40
Standard Content Distribution (CPC)	USD 0.65	3,077	USD 2,000.05
Price Book Adjustment	USD -0.45	1	USD -0.45

Subtotal: USD 21,000.00
Tax: USD 0.00
Grand Total: USD 21,000.00

Opportunity Owner

TJ Fletcher

Quote PDF (Created Date) 11/2/2021

Terms & Conditions

[Madden Media Standard Terms & Conditions for Digital Marketing Services](https://maddenmedia.com/mm_digital_terms)

https://maddenmedia.com/mm_digital_terms

[Madden Media Standard Terms & Conditions for Print Production and Advertising Services](https://maddenmedia.com/mm_print_terms)

https://maddenmedia.com/mm_print_terms

[Madden Media Standard Terms & Conditions for Madden Voyage and Voyage+ Services](https://maddenmedia.com/mm_voyage_terms)

https://maddenmedia.com/mm_voyage_terms

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Authorized signature:

Print Name:

Date:

Madden Media

Authorized Signature: 

Print Name: TJ Fletcher

Date: 11/11/2021

Visit Farragut FY21-22

\$21k Marketing Proposal



Presented: October 2021

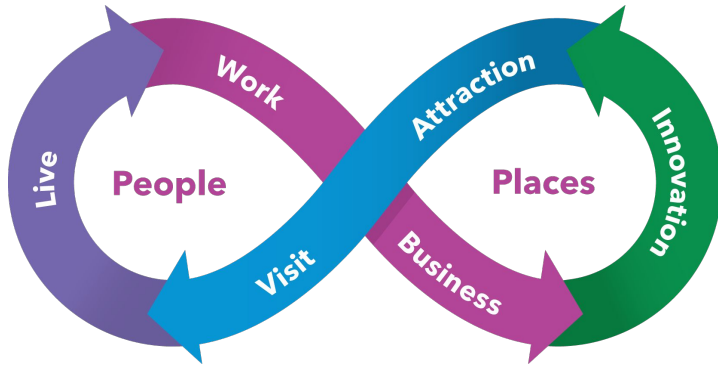


MADDEN
CONNECT PEOPLE TO PLACES

Our Purpose

Collective Impact

The work we do is about more than “heads in beds”—bringing visitors to destinations means a better life for the people that live, work, and play there. Madden's mission is to connect people to communities by sparking imagination and nurturing curiosity to ultimately improve economies and lead to a vision of a better world.

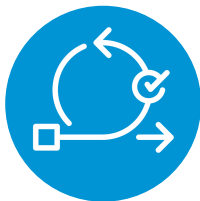


Experience & Differentiators



Tourism-Focused, Full-Service Agency

Madden has nearly four decades of tourism marketing experience. We offer strategy, media, creative, marketing technology, and data services to our destination partners. Our customized approach is focused on driving visitations rather than delivering meaningless clicks.



Forward-Thinking Agile Approach

To provide complete flexibility to our partners and maximize impact, Madden uses an Agile approach to project management that allows us to adapt and optimize. Numerous small experiments, iterative changes, and constant analysis ensure we respond to change and deliver our partners stronger ROI.



Dedication to Responsible Marketing

Strategies grounded in respect are not only the right thing to do, but maximize the impact of our work. Madden's representative storytelling, ethical media practices, and commitment to sustainability protect our partner destinations and help them embrace inclusivity.





YOUR MADDEN TEAM

Go Vols!



TJ Fletcher

Director of Destination Strategy



Jennifer O'Connor

Account Strategist



John Bridges

Account Director



Pierce Hicks

MarTech Strategist



Renae Soucie

Creative Specialist



Brian Hayden

Communications Strategist



Our Strategy for Visit Farragut

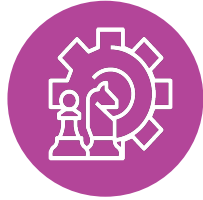
Now that you have a brand new website, the next step is to continue enhancing it with more robust content and user experiences, as well as generating awareness of the new site and the destination.

Our recommendations for Visit Farragut's next steps include:

- Continued website hosting and maintenance through the remainder of the fiscal year
- Add additional content across the website where needed to enhance SEO efforts, specifically on the shopping, stay, and attractions pages
- Website enhancements to include expanded Happy Hour, Live Music, Brunch and Breakfast filters with added content to individual subpages
- Develop a custom story or itinerary that gives users more information about the destination, increases time on site, and drives referral traffic to key partners listed within the story
- Create a leisure focused creative concept and media campaign targeting your top feeder markets to generate awareness of the destination and drive highly qualified traffic to the new website
 - Given the limited budget, we recommend utilizing SEM as an "always-on" media tactic to capture anyone looking for keywords specific to your destination
 - Spring focused leisure story to generate brand and destination awareness and drive new traffic to your site - increasing new visitors and overall time on page statistics



Destination Marketing Methodology



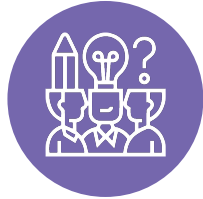
Transparent, Data-First Strategies

We invest in destination intelligence and traveler behavior data to inform our decision making and uncover actionable insights to enhance our execution.



Marketing to Nurture Curiosity

We cultivate relationships between brands and travelers by using key stages of the Traveler's Journey as an opportunity to open people's eyes to new locations and inspire them to try new experiences.



Creative to Spark Imagination

We develop our storytelling efforts around deeply researched insights and striking visuals to ensure our designs, tone, and themes kindle a positive emotional bond between destinations and travelers.



Hypothesis Testing, Learning, & Reporting

We closely analyze the performance of our tactics to identify opportunities to optimize our strategies and capture your campaign's impact on your community.



Traveler's Journey

Using each stage of the Traveler's Journey as a touchpoint to communicate with someone opens their eyes to new locations, inspires them to try new experiences, and builds their trust in traveling to new communities.

By reaching people on the channels they interact with during each respective phase we nurture curiosity. This approach compels consumer engagement with destination brands which cultivates relationships and leads to visitations.



Website Hosting & Maintenance

TECHNICAL SUPPORT

When looking for support from Madden's team there are never cumbersome ticket-systems or bill-by-the-hour models. When you work with Madden, you truly work with our team directly. In addition to fast response times, Madden will have monthly calls to go over the performance of your site.

MAINTENANCE

Madden will take care of the heavy lifting for you and your WordPress website with website maintenance. With such a vibrant open source community behind WordPress, there are frequent updates to address both security and performance.

We will apply these updates to your site after ensuring compatibility amongst all site components. We are here to help with questions about the site, how to do something in WordPress, or anything else related to the project.

HOSTING

Madden partners with our Platform as a Service (PaaS) provider, Platform.sh. Platform.sh offers a variety of layers of security and compliance that provide a modern and secure hosting environment. Platform.sh provides fast, secure, and robust cloud-based hosting for all of our websites. With Platform.sh, we are able to offer these features:

- Dedicated and separate staging environments for developing new site upgrades and changes.
- A reliable hosting platform with 24/7 support

DISASTER RECOVERY

We take a nightly full backup of your site through Platform.sh, so in the event of a disaster, we are able to bring back what has been lost.



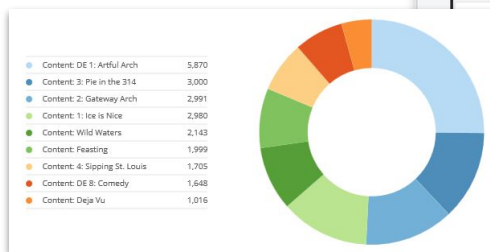
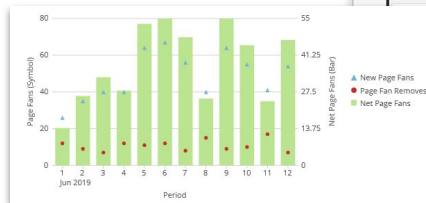
Madden Voyage

Voyage seamlessly integrates data from all your platforms and easily identifies key performance indicators to highlight what's most important.

It's also vital to evolve your campaign measurement beyond capturing awareness and engagement metrics.

Voyage enables you to extract key insights from data that enhance digital marketing effectiveness, accelerate decision making, and improve communication of campaign performance to your board, community, and key stakeholders.

A basic platform with client access to daily updates is included with this plan.



Search Engine Marketing

Utilize expertly selected keywords relevant to your destination to give your prospective travelers the right information at the right time through paid search ads.



Businesses make an average of **\$2 in revenue for every \$1 they spend** on AdWords. (Google)



Amplified Storytelling

Madden's signature content marketing tactic uses immersive first-person narratives to inspire audiences and create an emotional connection between the reader and your brand.

Benefits

- Our stories are proven to increase travel intent by 50%
- Stories can bring 90% new visitors to websites and boost time on page up to 3.5 times longer than site averages.

How it Works

Madden's experts deliver custom content on a stunning interactive landing page that lives on your site and increases SEO value. With paid distribution, we can target key audiences and bring new users to your site to engage with your brand.



Case Study:

Amplified Storytelling

Cleveland Tourism's goal was to promote their Grammy museum, one of two in the United States.

Madden's story focused on the museum and blues history as well as some of the great places to stay and eat while in the area. As an added part to the story, we included a Spotify playlist to enhance the music connection in the piece.

[Click here to read the story.](#)



Results:

10,298 clicks

90.96% of visitors were new to site

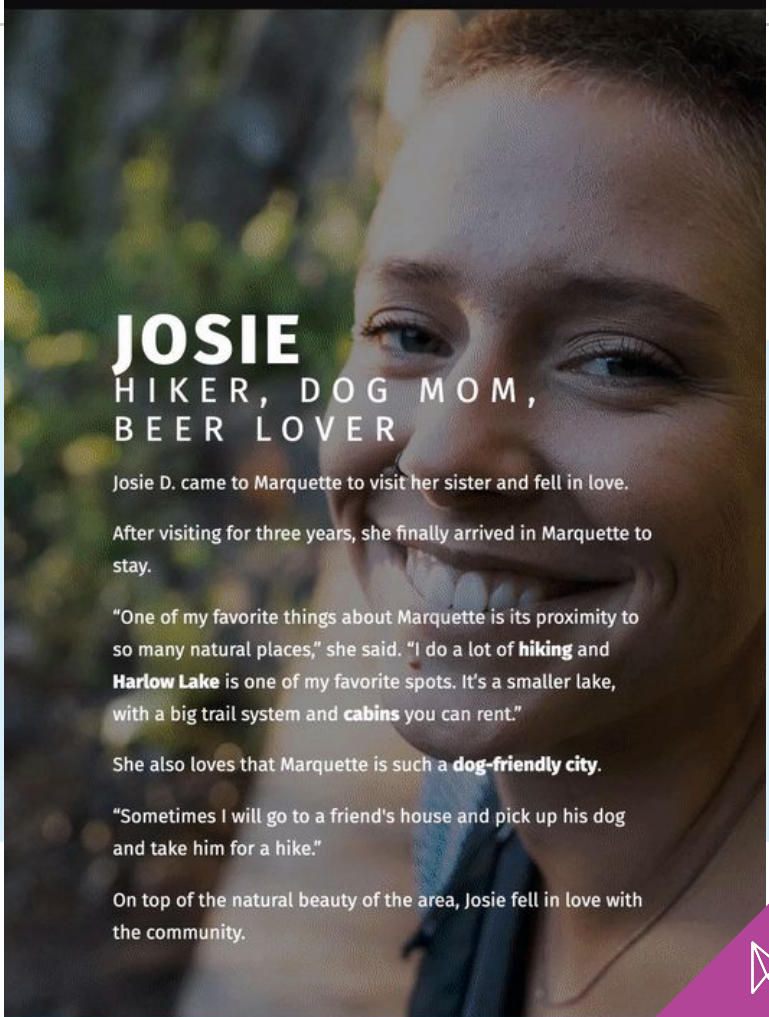
Average time on page of **14:44.**

Success Story:

Travel Marquette's Story & Presentation Layer

Travelers love to experience local hotspots when visiting a new place. Travel Marquette's story [Eat, Drink, & Play Like a Local](#) interviews approachable and fun people who are willing to help visitors discover hidden gems. We partnered with Liam Kaiser, a Northern Michigan native, to photograph the interviewees and showcase the best beer, food, and outdoor adventures in Marquette.

- 9 million+ impressions with an average CTR of 0.31% compared to the industry average of 0.1%

A close-up portrait of a smiling woman with short brown hair, identified as Josie D. The background is blurred green foliage.

JOSIE

HIKER, DOG MOM,
BEER LOVER

Josie D. came to Marquette to visit her sister and fell in love.

After visiting for three years, she finally arrived in Marquette to stay.

"One of my favorite things about Marquette is its proximity to so many natural places," she said. "I do a lot of **hiking** and **Harlow Lake** is one of my favorite spots. It's a smaller lake, with a big trail system and **cabins** you can rent."

She also loves that Marquette is such a **dog-friendly city**.

"Sometimes I will go to a friend's house and pick up his dog and take him for a hike."

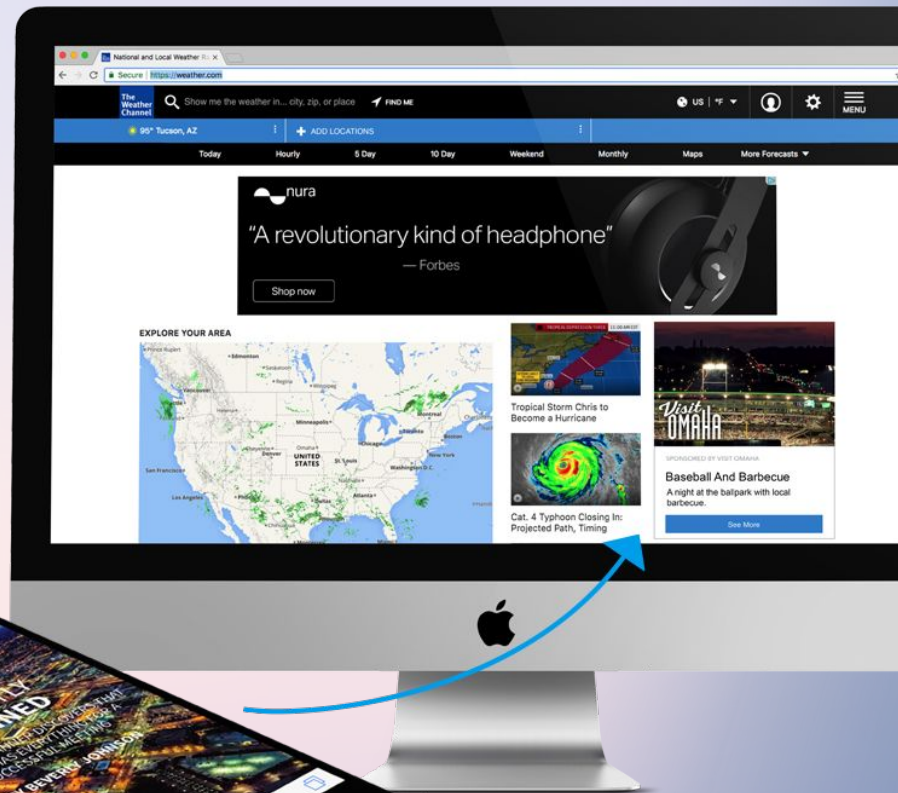
On top of the natural beauty of the area, Josie fell in love with the community.



Content Distribution — Native Ads

Through our Audience Development Network of news and lifestyle websites, we will optimize placements daily to ensure your content is seen by the right people. As readers scroll through articles on their favorite websites, they see related stories at the side or bottom that entice them to keep reading. These related stories can be your content.

Native ads are **viewed 53% more** than banner ads.
(Dedicated Media)



Website Expansion & Added Content

Adding functionality to the website by expanding restaurant modules to include new Happy Hour, Live Music and Brunch/Breakfast content.

New filters on the website will allow visitors to easily navigate through all restaurant and bar options.

Improved SEO with new content.



Madden | FY21-22 Flowchart



FY21-22 Visit Farragut

Agency Services	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	12-Month	Deliverables
Hosting & Maintenance	(prior contract)				\$520	\$520	\$520	\$520	\$520	\$520	\$3,120	Monthly H&M Services
Creative Support						\$270					\$270	2 sets of ads
Editorial Support			\$740	\$740	\$740						\$2,220	18 hours of editorial support to enhance website pages
Itinerary/Custom Story + Landing Page					\$1,560	\$1,560					\$3,120	Custom Story + Landing Page
Leisure Campaign	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	12-Month	
Google Search Engine Marketing			\$969	\$969	\$969	\$969	\$969	\$969	\$969	\$969	\$7,750	9,688 clicks
Standard Content Distribution							\$1,000	\$1,000			\$2,000	3,075+ clicks
Website Development			\$1,260	\$1,260							\$2,520	Enhancements including Happy hours/Music/Brunch
	\$0	\$0	\$2,969	\$2,969	\$3,789	\$3,319	\$2,489	\$2,489	\$1,489	\$1,489	\$21,000	



Pricing

SOLUTION	DELIVERABLE	PLATFORM PRICE
Website Hosting & Maintenance	Monthly H&M Services (January - June 2022)	\$3,120
Creative Support	Content ads (2 sets)	\$270
Editorial Support	18 hours to enhance website content (Stay & Shopping pages)	\$2,220
Amplified Storytelling - Itinerary or Music	Design & development of custom story & landing page	\$3,120
Search Engine Marketing	9,688 clicks (November 2021 - June 2022)	\$7,750
Standard Content Distribution	3,077 clicks to new story landing page	\$2,000
Website Development	Happy hours/Music/Brunch segments & filters	\$2,520
TOTAL COST		\$21,000

A person in a dark jacket and shorts stands on dark, wet rocks, looking out at the ocean under a dramatic sunset sky with purple and orange clouds. The sun is low on the horizon, reflecting on the water.

TJ Fletcher

Director of Destination Strategy & Development

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931-841-1539

Madden is a **full-service destination marketing agency** on a mission to spark imagination, nurture curiosity, and connect consumers to communities.

Our **diverse** team develops unique, collaborative, creative-driven solutions for destinations to open minds, remove biases, help **strengthen communities**, and lead to a vision of a better future.



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