



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

AGENDA
August 25, 2022

OATH OF OFFICE
5:30 PM

BEER BOARD MEETING
5:50 PM
(See Agenda)

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. July 28, 2022
- IV. Mayor's Report**
- V. Organizational Business**
 - A. Election of Vice-Mayor
 - B. Agreement with the Boyd Foundation Dog Park Dash Grant Program
 - C. Change to McFee Park Court Rental Regulations, Hours and Fees
 - D. Approval of Resolution R-2022-11 amended FY23 fee schedule
 - E. Approval of a 3-year master service agreement with Madden Media for digital marketing services
 - F. Approval of Bids for Five (5) 2023 Ford Vehicles from Ford of Murfreesboro
 - G. Approval of Bid for One (1) 2023 Chevrolet Tahoe 4wd LS from Wilson County Motors
 - H. Approval of request for a recommendation of approval to the Board of Mayor and Aldermen for a variance of 163 feet from the distance between driveways and 96

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

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, 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

feet from the distance between driveways and intersections requirements for collector streets, as provided for in the Driveways and Other Access Ways Ordinance, for a proposed boat launch ramp access onto the south side of Turkey Creek Road at 11409 Turkey Creek Road (William Schweitzer, Applicant)

- I. Rejection of Bids for Contract 2023-06, Kingston Pike Pedestrian Crosswalk Improvements
- J. Approval of Settlement Agreement and Final Release of Claims between Town of Farragut and First Utility District for Andover Boulevard repairs

VI. Town Administrator's Report

VII. Town Attorney's Report

VIII. Citizens Forum

This meeting can be viewed live on the Farragut YouTube Channel and the Town of Farragut website www.townoffarragut.org/livestream.

The meeting will be held at the Farragut Town Hall, 11408 Municipal Center Drive

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.

BMA MEETING MINUTES

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 Povlin, yes; Alderman White, 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 Povlin; voting yes; Mayor Williams, Alderman Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of July 28, 2022, as presented. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Alderman Burnette, Meyer and Povlin; Alderman White abstained; no nays; motion passed.

Mayor's Report

Mayor Williams thanked Chris Davis and the Election Commission for an efficient election.

Julie Blaylock, Farragut West Knox Chamber gave an overview of upcoming events.

Organizational Business

Election of Vice-Mayor

Motion was made to nominate Louise Povlin as Vice-Mayor. Moved by Alderman Meyer, seconded by Mayor Williams; roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; no nays; motion passed.

Agreement with the Boyd Foundation Dog Park Dash Grant Program

Motion was made to approve the agreement between the Town of Farragut and the Boyd Foundation Dog Park Dash Grant Program. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Alderman Burnette, Meyer, Povlin and White; no nays; motion passed.

Change to McFee Park Court Rental Regulations, Hours and Fees

Motion was made to approve the recommended changes for McFee Park court rental regulations, hours, and fees. Moved by Alderman Povlin, seconded by Alderman Meyer.

Ron Pinchok, 12618 Red Canyon Road and Gordon Cassity, 4903 Guinn Rd both spoke requesting longer playing hours for schools.

Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, no; Mayor Williams, yes; motion passed.

Approval of Resolution R-2022-11 amended FY23 fee schedule

Motion was made to approve Resolution R-2022-11, amended FY23 fee schedule. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of a 3-year master service agreement with Madden Media for digital marketing services

Motion was made to approve the contract with Madden Media for \$105,000 over a three-year period commencing with execution of the contract through June 30, 2025, for targeted marketing, advertising, website maintenance and expansion. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Bids for Five (5) 2023 Ford Vehicles from Ford of Murfreesboro

Motion was made to approve of the purchase of five (5) 2023 Ford vehicles through the TN Statewide Contract #209 from Ford of Murfreesboro in the amount of \$138,250. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Bid for One (1) 2023 Chevrolet Tahoe 4wd LS from Wilson County Motors

Motion was made to approve the purchase of one (1) 2023 Chevrolet Tahoe 4wd LS through the TN Statewide Contract #209 from Wilson County Motors in the amount of \$43788.60. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of request for a recommendation of approval to the Board of Mayor and Aldermen for a variance of 163 feet from the distance between driveways and 96 feet from the distance between driveways and intersections requirements for collector streets, as provided for in the Driveways and Other Access Ways Ordinance, for a proposed boat launch ramp access onto the south side of Turkey Creek Road at 11409 Turkey Creek Road (William Schweitzer, Applicant)

Motion was made to approve the applicants requested access and associated variances subject to obtaining a right-of-way permit through the Town's Engineering Department. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; no nays; motion passed.

Rejection of Bids for Contract 2023-06, Kingston Pike Pedestrian Crosswalk Improvements

Motion was made to reject all bids for Contract 2023-06, Kingston Pike Pedestrian Crosswalk Improvements. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Settlement Agreement and Final Release of Claims between Town of Farragut and First Utility District for Andover Boulevard repairs

Motion was made to approve the Settlement Agreement and Release of Claims between the Town of Farragut and First Utility District of Knox County for repairs to Andover Boulevard. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote: Alderman Burnette,

yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; no nays; motion passed.

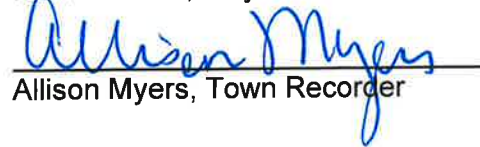
Town Administrator's Report

David Smoak announced that the Lawn Chair Series is Saturday, August 27 from 5:00-9:00 PM.

Meeting adjourned at 7:20 PM.



Ron Williams, Mayor



Allison Myers, Town Recorder



FARRAGUT BEER BOARD

August 25, 2022

5:50 PM

- I. Election of Officers**
 - A. Chairman
 - B. Vice-Chairman
 - C. Secretary
- II. Approval of Minutes**
 - A. August 11, 2022
- III. Beer Permit**
 - A. Approval of Class 6 Permit for St. John Newmann “Harvesting for Him” Fall Festival
 - B. Approval of Class 6 Permit for Oktoberfest, PJ Parkinson’s Support

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FARRAGUT BEER BOARD

August 11, 2022
MINUTES

Approval of Minutes

Motion was made to approve the minutes of June 28, 2022, as presented. Moved by Alderman Povlin, seconded by Mayor Williams; voting yes, Mayor Williams, Aldermen Pinchok and Povlin; no nays; Aldermen Burnette and Meyer were absent; motion passed.

Beer Permit Hearing

Hearing to address Casey's #4037, 13061 Kingston Pike, beer permit violation(s) of Town of Farragut Code of Ordinances § 4-1 et seq.

Richard Nhong was present representing Casey's. A motion was made to give a penalty of \$500 for violation for selling beer to a minor or a 14-day suspension if not paid within 7 days. Moved by Alderman Povlin, seconded by Mayor Williams; voting yes, Mayor Williams, Aldermen Pinchok and Povlin; no nays; Aldermen Burnette and Meyer were absent; motion passed.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

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REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a special occasion beer permit for the St. John Neumann "Harvesting for Him" event, Sunday, October 2, 2022

DISCUSSION:

The St. John Neumann Catholic Church is planning a "Harvesting for Him" event and is requesting a special event beer permit. The Town's Municipal Code governing special occasion beer permits is below.

Sec. 8-212. - Special occasion beer permit.

The special occasion beer permit request shall be made on such form as the board shall prescribe and/or furnish and shall be accompanied by a non-refundable application fee of one hundred dollars (\$100.00).

- (1) The beer board is authorized to issue a special occasion beer permit to bona fide charitable or nonprofit organizations for special events.
- (2) The special occasion beer permit shall not be issued for longer than one (1) forty-eight-hour period, unless otherwise specified by the beer board, subject to the limitations on the hours, imposed by law.
- (3) The application for the special occasion beer permit shall state whether the applicant is a charitable or nonprofit organization, include documents showing evidence of the type of organization, and state the location of the premise upon which alcoholic beverages shall be served and the purpose for the request of the license.
- (4) For purposes of this section:

Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.
- (5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The St. John Neumann Catholic Church is a nonprofit organization and is requesting the permit for October 2, 2022.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to approve the special occasion beer permit for the St. John Neumann "Harvesting for Him" event, October 2, 2022.

BOARD ACTION:

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

Farragut Beer Permit Application

Jurisdiction Not Live - APPLICATION NOT TO BE SUBMITTED.

Address of Proposed Work: 633 ST. JOHN CT.

City: KNOXVILLE State: TN Zip: 37934

Contact Information

Applicant's Contact Information

Title: _____ First Name: PATRICK Last Name: WADE Suffix: _____

Business Name: ST. JOHN NEUMANN CATHOLIC CHURCH & SCHOOL

Mailing Address: 625 ST. JOHN CT.

City: KNOXVILLE State: TN Zip: 37934

Email Address: pwade@sjnknox.org

Cell Phone: 865-696-1182 Work Phone: " Home Phone: "

Business Owner's Contact Information

WE OWN THE ~~PROPERTY~~
BUSINESS (CHURCH/SCHOOL)

Title: _____ First Name: _____ Last Name: _____ Suffix: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

(PASTOR)

Manager's Contact Information

Title: FR. First Name: JOSEPH Last Name: REED Suffix: _____
Business Name: ST. JOHN NEWMANN CATHOLIC CHURCH + SCHOOL
Mailing Address: 633 ST. JOHN CT.
City: KNOXVILLE State: TN Zip: 37934
Email Address: pwade@sjnknox.org
Cell Phone: _____ Work Phone: 865-777-0077 Home Phone: _____

Property Owner's Contact Information

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

Application Questionnaire (* denotes required question)

Beer Permit

Reason for Applying (Select One)

- ☐ Name Change
☐ New Business
☐ New Ownership
☒ Other

Other

SPECIAL EVENT

10 Year Beer/Alcohol Law Violations (Select One)

Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years

☒ No

☐ Yes

If yes, give particulars of each charge, court, and date convicted.

Have you/your organization ever had a Beer Permit revoked, suspended, or denied in the State of TN (Select One)

☒ No

☐ Yes

If so, specify, where, when, and why

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

WE ARE THE CHURCH
(633 ST. JOHN CT.)

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

WE ARE THE SCHOOL
(625 ST. JOHN CT.)

Special Occasion Event Name

ST. JOHN NEUMANN
"HARVESTING FOR HIM" FALL FEST

Location of the special occasion event

ST. JOHN NEUMANN
CATHOLIC CHURCH & SCHOOL

Event Start Date & Time

10/2/22 1PM

Type of Permit Requested (Select All That Apply)

Select all that apply

- ☐ Class 1 On-Premise
☐ Class 2 On-Premise, Other
☐ Class 3 On-Premise, Hotel/Motel
☐ Class 4 On-Premise Tavern
☐ Class 5 Off-Premise
☒ Class 6 Special Occasion

Type of applicant (check one): (Select All That Apply)

- ☐ Corporation
☐ Firm
☐ Joint-Stock Company
☒ Other **NON-PROFIT**
☐ Person
☐ Syndicate

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

Applicant's Date of Birth

MM/DD/YYYY

Applicant's Social Security #

Under what name will the business operate

**ST. JOHN NEUMANN
CATHOLIC CHURCH + SCHOOL**

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

Event End Date & Time

10/2/22 5PM

Representative name & phone number

PATRICK WADE

865.696.1182

Have you received a special event permit to hold the event in the Town of Farragut? (Select One)

☐ No

☐ Yes

IN PROCESS
WITH TOWN

Tennessee Sales Tax Number

Town of Farragut Business License Number

NON-PROFIT

Please type your name to acknowledge the following

PATRICK WADE

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief. I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503. I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records. I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.

BEER WILL BE
SERVED BY LICENSED
PROFESSIONAL
BARTENDERS.

(SINGLE BARREL EVENTS)

Documents Requested (* denotes required document)

The Jurisdiction requests that the following documents are attached to your application:

Any Additional Supporting Documents

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 6 Permit for Oktoberfest, PJ Parkinson's Support

DISCUSSION:

Mind Yer P's & Q's is hosting an Oktoberfest Event benefitting the PJ Parkinson's Support organization. The Town's Municipal Code governing special occasion beer permits is below.

Sec. 8-212. - Special occasion beer permit.

The special occasion beer permit request shall be made on such form as the board shall prescribe and/or furnish and shall be accompanied by a non-refundable application fee of one hundred dollars (\$100.00).

- (1) The beer board is authorized to issue a special occasion beer permit to bona fide charitable or nonprofit organizations for special events.
- (2) The special occasion beer permit shall not be issued for longer than one (1) forty-eight-hour period, unless otherwise specified by the beer board, subject to the limitations on the hours, imposed by law.
- (3) The application for the special occasion beer permit shall state whether the applicant is a charitable or nonprofit organization, include documents showing evidence of the type of organization, and state the location of the premise upon which alcoholic beverages shall be served and the purpose for the request of the license.
- (4) For purposes of this section:

Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.
- (5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The PJ Parkinson's Support organization is a nonprofit organization and is requesting the permit for September 30-October 2, 2022.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to approve the special occasion beer permit for the Oktoberfest, September 30-October 2, 2022.

BOARD ACTION:

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) Jf Parkinson's Support

4. Type of applicant (check one):

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

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

Non-profit organization

6. Applicant's present home address:

701 , Knoxville TN 37922

7. Date of Birth 6-15-72

Home Telephone Number

865-765-9444

Business Telephone Number

Social Security Number

8. Representative Email Address: isobell@jparkinsons.org

9. Under what name will the business operate?

Jf Parkinson's Support

10. Business address 4216 Sutherland Ave

Business Telephone number

865-621-7666

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

Traci Price, Treasurer of J. J. Parkinson's
Tprice0828@gmail.com

12. Information of any manager, other than the applicant:

Name: _____ Birth Date: _____

Address: _____

Phone Number: _____

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

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? _____ If so, specify, where, when, and why:

NO

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

Myers Brothers

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

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

18. Special Occasion Event Name: ~~ST. BERNARD~~ Oktober Fest

Location of the special occasion event: Renaissance Center Farragut

Event Date & Times: 9/30 - 10/2/22

Representative name & phone number: Kobell Smyth - Daniel 865-765-9444

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

19. Tennessee Sales Tax Number: #47-3918996

20. Town of Farragut Business License Number _____

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

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

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

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

 Isabell Senft-Daniel
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 4 day of August, 20 22


Notary Public

My Commission Expires: My Commission Expires April 5, 2025



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

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

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

Beer Board Chairman

Town Recorder

**BMA MEETING
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 Povlin; 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 July 14, 2022, as presented. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Alderman Burnette, Meyer and Povlin; Alderman Pinchok abstained; no nays; motion passed.

Mayor's Report

Mayor Williams presented Alderman Pinchok with plaque for his service to the Town of Farragut as Alderman from 2014-2022.

Presentation from Jeff Welch, Knoxville Regional Transportation Planning Organization (TPO)

Business Items

Approval of Special Event Permit for St. John Neumann Catholic Church and School 5K race

Motion was made to approve the event application involving the Town's greenways for the St. John Neumann catholic Church and School 5K race. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Alderman Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of the Farragut Tourism/Visitor Advisory Committee (TVAC) Charter Amendment

Motion was made to amend the Farragut Tourism/Visitor Advisory Committee Charter. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Alderman Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Supplement Request from LDA Engineering, Inc. for Additional Design Services on the Little Turkey Creek Greenway, Brookmere to Sheffield Project

Motion was made to approve the supplement request in the amount of \$9,500 from LDA Engineering, Inc. for additional design services, for the Little Turkey Creek Greenway, Brookmere to Sheffield project. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes; Mayor Williams, Alderman Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of an updated concept master plan for an amendment to the Town Center at Biddle Farms PCD to include 47 townhome units in an area identified on the original concept master plan as “future development.” (Budd Cullom, Applicant)

Motion was made to approve the updated concept master plan for an amendment to the Town Center at Biddle Farms PCD to include 47 townhome units in an area identified on the original concept master plan as “future development.” Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Contract 2022-11, Dimmick House Demolition, 917 McFee Road

Motion was made to approve Contract #2022-11 to Environmental Abatement, Inc. in the amount of \$25,000. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Resolution R-2022-09, adopting changes to the State of Tennessee’s 401(k) Plan.

Motion was made to approve Resolution R-2022-09, adopting the Amended and Restated State of Tennessee’s Deferred Compensation Plan and Participating Employer Agreement. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of updated Town of Farragut Policies and Procedures Manual

Motion was made to approve the updated Town of Farragut Policies and Procedures Manual. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Town Administrator’s Report

David Smoak, Town Administrator, announced the following:

- The Town received a \$25,000 grant from the Boyd Foundation for a Dog Park at McFee Park.
- Intro to Farragut class begins August 10
- August 4th is election day
- School begins August 8th

Meeting adjourned at 7:19 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Park and Rec Director and Lauren Cox, Park Manager

SUBJECT: Agreement with the Boyd Foundation Dog Park Dash Grant Program

INTRODUCTION: Since 2018, the Boyd Foundation has granted over \$3 million to communities across the State of Tennessee in a goal to make this state the most dog friendly in the U.S. This is the last year of these grants.

BACKGROUND: In the spring of this year the Town of Farragut Park and Recreation staff applied for the Dog Park Dash grant and then prepared a huge social media campaign this summer to support the application. Due to these efforts, the Town of Farragut was fortunate to receive one of the 15 grants given in this final year of the program. Our grant amount is \$25,000. The check presentation will be held sometime in September of this year.

DISCUSSION: Town staff is requesting that the board approve the attached agreement which will allow the grant to proceed. Details of the grant/project:

- The rules for this grant state that the Town must complete the dog park by August of 2025. If the dog park is not completed by that time, any funds that have not been spent on the dog park preparation (design) are required to be donated to a 501(c)3 agency such as an animal shelter, animal rescue group, etc.
- The dog park is planned for the northwest corner of McFee Park – with the entrance area just in front of the current location of the Dimmick house (see attached map).
- An area of approximately 1.5 acres has been marked in this location – please see the orange stakes for an idea of the area that could be used for the dog park. The Boyd Foundation prefers a dog park of 1.5 acres or larger. This is not a level site, which is perfectly acceptable for a dog park but will require an entrance and level area for viewing to be ADA compliant. The area just south of the current small pond will be filled in somewhat from leftover fill from McFee Park Phase 4. McFee Park Phase 4 includes an additional 126 parking spaces and a pavilion/trail head for the future beginner mountain bike/hiking/running trail. The pond may be left in place or filled in and additional drainage created to contain runoff.
- The approximate budget for this project is between \$140,000 and \$400,000. The lower range estimate includes design, drainage, basic chain link fencing, two paddocks (one for large and one for small/older dogs), asphalt or concrete entry way and viewing area (ADA compliant), benches, waste cans, dog waste stations, fountain, utilities, information kiosk, signage, trees and surfacing. The upper range estimate includes a small restroom, small pavilion and additional or upgraded amenities such as taller coated fencing.

RECOMMENDATION BY: Sue Stuhl, Parks and Rec Director and Lauren Cox, Park Manager for approval.

PROPOSED MOTION: Approve the agreement between the Town of Farragut and the Boyd Foundation Dog Park Dash Grant Program.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

**THE BOYD FOUNDATION DOG PARK DASH GRANT PROGRAM
AND GRAND PRIZE CONTEST AGREEMENT**

SPONSOR: **THE BOYD FOUNDATION**

COMMUNITY:

[Address]: _____

[Contact Person]: _____
[Telephone]: _____
[E-Mail] : _____

The Community is a (check the box that applies):

a county, city, municipality or other local governmental unit, legally organized, constituted and existing under Tennessee law (each, a "**Local Government**"); or

a Tennessee non-profit, public benefit organization legally organized and existing under Tennessee law which has received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which manages or operates park facilities in the State of Tennessee on behalf of a Local Government or which owns, manages and/or operates park facilities in the State of Tennessee which are open to the general public at no charge (each, an "**Eligible Non-profit Organization**"). The Community specifically certifies to the Sponsor that the Community's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, remains in full force and effect and has not been terminated, released or revoked.

If the Community is an Eligible Non-profit Organization, the Community must submit copies of the Community's corporate charter or other organization documents, their IRS determination letter and such other documentation that the Sponsor may reasonably request to confirm that the Community is in existence and in good standing under Tennessee law and has tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

GRANT AMOUNT: **\$25,000.00 USD**

AGREEMENT: Subject to the terms and conditions set forth herein and in the Terms and Conditions attached hereto and incorporated herein by reference, Sponsor agrees to award the Grant to the Community, and the Community agrees to accept the Grant and be bound by this Agreement and The Boyd Foundation Dog Park Dash Grant Program and Grand Prize Contest Official Rules (the "Official Rules"). The Community acknowledges that it may be required to provide additional documents and information to receive the Grant.

THE BOYD FOUNDATION:	COMMUNITY:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

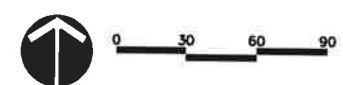
THE BOYD FOUNDATION DOG PARK DASH GRANT PROGRAM AND GRAND PRIZE CONTEST AGREEMENT TERMS AND CONDITIONS:

1. **Representations and Warranties.** To induce the Sponsor to make the Grant, the Community hereby represents, warrants and certifies to the Sponsor as follows: (a) the Community has read, complied with, and will continue to comply with the Official Rules, and any other requirements imposed by law with respect to the Program and/or the Contest; (b) the Community is a duly organized, valid, legally existing Local Government or Eligible Non-profit Organization, as applicable, and in good standing in the State of Tennessee; (c) the execution and delivery by the Community of this Agreement and the performance by the Community of its obligations hereunder have been duly authorized by any and all necessary corporate or governmental action; and (d) the Community has full right, power, legal capacity and authority, to enter into and perform its obligations under this Agreement in accordance with its terms, and this Agreement constitutes the valid and legally binding obligation of the Community, enforceable in accordance with its terms.

2. **Advertising and Promotion.** The Community grants the Sponsor and each of its respective affiliates, representatives, agents and advertising/promotion agencies (collectively, the "Sponsor Affiliates") the right and permission to use the Community's name and all items and information submitted by a Community to the Sponsor in connection with Program and/or the Contest, such as but not limited to links to media support, photographs, videos, and documentation of charitable donations, for advertising and promotion of the Program and/or the Contest and for any other lawful purpose in any media or format now or hereafter known without further compensation, permission or notification. The Community releases the Sponsor and the Sponsor Affiliates from any and all claims that any advertising or promotional materials produced, presented, and/or prepared by or on behalf of the Sponsor or the Sponsor Affiliates infringes upon the Community's rights with regard to its name or any submitted materials or information. The Community agrees that its name may be announced publicly in connection with the award of the Grant.

3. **Limitation of Liability.** The Sponsor, the Sponsor Affiliates and their respective trustees, officers, directors, employees, representatives, agents and affiliates, expressly disclaim, shall have no liability and shall be held harmless from and against any liability, loss, injury or death to the Community, including without limitation damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the Grant, the Community's participation or attempt to participate in the Program and/or the Contest or ability or inability to upload or download any information in connection with participating in the Program and/or the Contest, any fraud, viruses or other events that compromise the integrity of the Program and/or the Contest or any claims related to the ownership, construction, maintenance or use of the dog park. The Community further acknowledges that neither the Sponsor, the Sponsor's Affiliates nor any of their respective trustees, officers, directors, employees, representatives and agents, has made or is in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any right or Grant, other than the dollar amount of the Grant. To the extent permitted by law, the Community agrees to indemnify, release and hold the Sponsor and the Sponsor's Affiliates, including but not limited to Facebook, and all of their respective trustees, officers, directors, employees, representatives, agents and affiliates, harmless from any and all claims, damages, expenses, costs (including attorney's fees) and liabilities (including settlements) due to or arising out of or in any way related to their participation in the Program or the Contest, their acceptance or use of the Grant and from any claims related to the ownership, construction, maintenance or use of the dog park.

4. **Miscellaneous.** The parties agree that nothing contained herein shall be construed as creating a joint venture, partnership or any other type of relationship between the parties and neither party shall have the right to act on behalf of or otherwise bind the other party. This Agreement will be binding upon the parties hereto, their successors and permitted assigns. Neither party may assign its rights under this Agreement without the prior written consent of the other party. This Agreement shall be governed by and interpreted under the laws of the State of Tennessee, without regard to its conflict of laws principles. Exclusive jurisdiction and venue for any action arising out of or relating to this Agreement shall be in the state or federal courts of record located in Knox County, Tennessee. The Community agrees to submit to the exclusive jurisdiction and venue of such courts for all purposes in connection with this Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties hereto unless set forth in writing and signed by the parties, or their respective successors or assigns. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Official Rules.



CONSTRUCTION NOTES:
1) SEE SHEETS C1.1 THRU C1.2 FOR DETAILED STORM WATER DESIGN PLANS.
2) SEE L SHEETS FOR HARDSCAPE AND GRADING.

ROSS/FOWLER
LANDSCAPE ARCHITECTURE
URBAN DESIGN & PLANNING
501 Kingston Pike Suite 105
Knoxville, Tennessee 37919
P: 865-521-1100 F: 865-521-1101



MC FEE PARK PHASE 4

Farragut, TN
Town of Farragut

100% DESIGN
DEVELOPMENT

REVISIONS

COPYRIGHT © ROSS/FOWLER P.C. 2016
PROJECT NUMBER 21014
ISSUE DATE 07/21/2022
V&M PROJECT NUMBER 180220-20

STORM WATER
OVERALL PLAN

C1.0

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Park and Rec Director and Lauren Cox, Park Manager

SUBJECT: Change to McFee Park Court Rental Regulations, Hours and Fees

INTRODUCTION: McFee Park (Phase 3) now has four lighted tennis courts that can be converted into eight pickleball courts and one full-size basketball court. Installation of basketball court lighting is planned to be complete by early September.

DISCUSSION: The Parks & Athletics Council voted unanimously to recommend the following changes to the rental regulations, hours of use and fee schedule for the McFee Park courts:

- **Rental Regulations:** Currently the courts are available to reserve during the field/court allocation process by any organized group. Field/court allocation happens in January for the spring/summer season and June for the fall/winter season by any organized group. **Proposed change: Courts would be available to reserve during the field/court allocation process in January and June by schools located in the Town of Farragut only and no later than 6:30 p.m. each day (end time).** This modification is to allow for community use in the evenings.
- **Rental Regulations:** Currently the courts must be reserved at least 12 hours in advance in order to be on the schedule and to have lights. Courts are available for drop-in use at no charge if there is not a reservation (just like the pavilion reservations). **Proposed change: Courts must be rented by 3:30 p.m. the day of the rental in order to be on the schedule and to have lights when needed.** This modification is to allow the community to decide on rentals later in the day but staffing levels do not allow rentals after this time – the computerized light schedule must be manually entered for each field and court from the RecDesk reservation system.
- **Hours:** Currently the hours for the tennis/pickleball and basketball courts are 8:30 a.m. to 8:30 p.m. with lights being turned off at 9 p.m. if rented (this allows the last game/rental of the night to finish and get their gear together and off the court before the lights go out). The 8:30 a.m. start time is for staff to do any necessary maintenance in the morning such as blow off leaves, etc. The majority of the time the courts are opened between 7:30 and 8 a.m. and if maintenance is not required then play is allowed to begin. **Proposed change: Rental hours will be 8:30 a.m. to 9:30 p.m. with a 9:45 lights out.**
- **Fees:** Currently the approved fees are \$10 per 1½ hour block for tennis and \$5 per 1½ hour block for pickleball with a rental limit of 2 times per week per person. Basketball has been drop-in use only due to lack of lights. If courts are not rented, then drop-in use is free (just like pavilion reservations). **Proposed change: Fee of \$10 per hour for tennis, \$5 per hour for pickleball and \$10 per hour for basketball per court with a rental limit of 4 times per week. Changing to 1-hour blocks is to simplify the scheduling process. The court lights do not come on unless there is a rental (lights not available for drop-in use).**

RECOMMENDATION BY: Sue Stuhl, Parks and Rec Director and Lauren Cox, Park Manager for approval.

PROPOSED MOTION: Approve the recommended changes for McFee Park court rental regulations, hours and fees.

BOARD ACTION:

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

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2022-11, Amended FY2023 Fee Resolution

INTRODUCTION: Each fiscal year the Board of Mayor and Aldermen establish a general fee schedule for necessary fees for all Town services, including but not limited to application, filing, license and permit fees.

DISCUSSION: Attached is the revised schedule of athletic fees for McFee Park based on the preceding agenda item requesting a change to the McFee Park Court Rental Regulations, Hours, and Fees. The requested amendments to the current fee schedule are shown in red font.

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

PROPOSED MOTION: Approve Resolution R-2022-11, Revised FY2023 Fee Resolution

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

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



TOWN OF FARRAGUT

RESOLUTION R-2022-11

WHEREAS, the Board of Mayor and Aldermen desires to establish a general fee schedule for Fiscal Year 2023, setting the necessary fees for all Town services and collection of Town accounts and expenditures, including but not limited to application, filing, license and permit fees; and

WHEREAS, it is the desire of the board to amended the FY23 Fee Schedule, adopted May 12, 2023, to include revised fees for the McFee Park Athletic Rentals.

NOW, THEREFORE BE IT RESOLVED by the Town of Farragut Board of Mayor and Aldermen, that all fees are hereby adopted as listed on the attached schedule.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 25th day of August 2022.

Ron Williams, Mayor

Allison Myers, Town Recorder

<u>FY2023 Fee Schedule</u>		Revised August 25, 2022
		<u>Approved Fee</u>
<u>Administration</u>		
Beer Permit		\$250
Beer Permit Privilege Tax/Annual Renewal Fee		\$100
Retail Liquor Store Application		\$300
Liquor Privilege Tax		
	Private Club	\$300
	Hotel & Motel	\$1,000
	<u>Restaurants, according to seating</u>	
	75-125 seats	\$600
	126-175 seats	\$750
	176-225 seats	\$800
	226-275 seats	\$900
	276 seats & over	\$1,000
Wine Only Privilege Tax		\$120
Solicitation Permit		\$15
Records Request/Copies	Black & White 8 1/2 X 11	\$0.15
(see Section 1-307 of Farragut Municipal Code)	Color 8 1/2 X 11 or 8 1/2 X 14	\$0.50
	Color 36 X 24	\$5
	Larger copies	Cost of production
	Labor to fill request	Charges based on employee hourly rate and time to fulfill request
Notary Service	\$0 for Farragut residents	\$10 per stamp/signature
Credit Card Fee		2% transaction fee
<u>Engineering</u>		
<u>Drainage Fee</u>		
	Commercial/Office Development	\$0.03 per square foot of impervious surface
	Residential Development	\$40 per subdivision lot

<u>Community Development</u>		<u>Approved Fee</u>
General		
	Illegal Parking (in fire lanes)	\$25
	Special Events Permit	\$25
	Home Occupation	\$50
	Local Contractor Licensing Fee	\$100
	Mobile Food Vendor Fire Safety Permit/per year	\$100
	Zoning Letter	\$25
Building Permits	Permit valuation shall include total value of work, including labor and materials, for which the permit is being issued	
	Total Valuation:	
	\$1,000 and less	\$35.00 minimum
	\$1,001 to \$50,000	\$35.00 for the first \$1,000, plus \$6.50 for each additional thousand or fraction thereof, to and including \$50,000
	\$50,001 to \$100,000	\$340 for the first \$50,000, plus \$5.25 for each additional thousand or fraction thereof, to and including \$100,000
	\$100,001 to \$500,000	\$600 for the first \$100,000, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000
	\$500,001 and up	\$2,260 for the first \$500,000, plus \$2.60 for each additional thousand or fraction thereof
Plumbing Permits		\$35, plus \$5.00 for each fixture
Gas Permits		\$35 for first tap, plus \$5.00 for each additional tap

Mechanical Permits-Commercial		\$35 for first \$1,000, per total value of installation, plus \$5.00 for each additional thousand or fraction thereof
Mechanical Permits-Residential		\$35, plus \$35 per each unit
Plumbing, Gas, Mechanical Local		\$100.00
Swimming Pool Permits	Public and Private Pool	Per total value of construction
Demolition Permits (for demolition of any building or structure)		\$100
Moving Permits (for moving any building or structure)		\$100
Re-Inspections		\$50 for 1st re-inspection and \$100 for 2nd re-inspection and \$200 for re-inspections of the same failure beyond the 2nd re-inspection
Commencing Work Without a Permit		Fee will be double the calculated building permit fee
Building Permit Application Extensions		\$100 with up to 90 days as the maximum extension
Building Permit Extensions		\$100 with up to 180 days as the maximum extension
Temporary Certificate of Occupancy	Residential-30 day maximum	\$100
Temporary Certificate of Occupancy	Non-residential-30 day maximum	\$200
Plan Reviews		Fee is one half of the calculated Building Permit Fee, which is to be paid at the time of plan submittal. One and two family dwellings are exempt. This fee includes an initial submittal and one correction submittal. All additional submittals will require a \$250 re-submittal fee

Re-submittal Plan Reviews		Re-submittal fees are a minimum of \$250 or one half of the calculated building permit fee based on the difference between the original building value and the revised building value, whichever is greater
Fire Prevention		
	Fire Sprinkler System Permit	\$0.02 per square foot or \$100 (whichever is greater)
	Fire Alarm System Permit	\$0.02 per square foot or \$100 (whichever is greater)
	Modifications to existing fire alarm or sprinkler systems if work does not exceed \$1,000; if does exceed \$1,000, refer to Fire Alarm or Sprinkler System Permit fee	\$50
	All other permits	\$100
Fire Prevention Plan Resubmittal		\$100 after the second submittal
Concept Plans, Subdivision Plats and Subdivision Variances		
	Concept Plan	\$100
	Preliminary Plat	\$100 plus \$25/lot
	Final Plat	\$100 plus \$25/lot
	Variance Request	\$300
Site Plans (small acreage/building size)	Less than 3 acres or proposed gross square footage of building space is less than 10,000 square feet	\$100
Site Plans (large acreage/building size)	More than 3 acres or proposed gross square footage of building space is more than 10,000 square feet	\$200

Landscape Plans		\$50
Zoning Ordinance & Subdivision Regulations Text Amendments	Amend text	\$300
Zoning Map Amendments	Amend map	\$300
Board of Zoning Appeals - Variance Request		\$300
Board of Zoning Appeals - Special Exception, Use on Review, or Interpretation Request		\$100
Comprehensive Land Use Plan Amendments	Amend text or map	\$300
Municipal Code Text Amendments		\$300
Municipal Code Variance (Non- Board of Zoning Appeals)		\$300
Signs		
	Permanent Signs (non individual tenant panel)	\$100
	Temporary Signs	\$25
	Sign Fees for Tenant Panel Addition or Modification to Tenant Panel on Existing Ground Mounted Sign	\$50
	Signs Erected or Modified Without a Permit	Double the sign permit fee
Everett Road Corridor Fee		Ordinance 14-19
<u>Parks & Recreation</u>		<u>Approved Fee</u>
<u>Facility</u>		
Picnic/Pavilions Rental	Essex (AP); Burnside (CSP)	\$25 half day/ \$40 full day
	Hartford & Saratoga (AP); Longstreet (CSP)	\$45 half day/\$80 full day
	McFee Small	\$85 half day/\$125 full day (Monday through Thursday)
	McFee Small	\$100 half day/\$150 full day (Fri, Sat, Sun & Holidays)
	McFee Large	\$95 half day/\$145 full day (Monday through Thursday)
	McFee Large	\$120 half day/\$175 full day (Fri, Sat, Sun & Holidays)

	McFee Great Pavilion	\$150 full day + \$250 refundable deposit + \$125 for use of tables and chairs
	Town Hall Park Pavilion	\$25 half day/ \$40 full day
	Anchor Park Restroom Pavilion	\$25 half day/ \$40 full day
Athletic	Fields (Diamond & Rectangular)	\$25 per hour
	Fields (Artificial Turf)	\$50 per hour
	Competitive, Recreational & Intermediate Volleyball Fees	\$165 per team
	McFee Tennis	\$10 per court for 1&1/2 hours 1 hour
	McFee Pickleball	\$5 per court for 1&1/2 hours 1 hour
	McFee Basketball	\$10 per court for 1 hour
Park Usage Fee for Non-Town Programs (Does not include any facility i.e. pavilions, etc.)	Professional photographers, fitness classes, trainers, Etc.	\$100 Annual Permit Fee
For-Profit/Park Usage Fee	Professional Photographers, For profit classes, Trainers, Etc.	\$100 Annual Permit Fee
Tournament/Camp/Clinic Usage Fee	Grass Field/Volleyball Complex	\$85 half day/\$150 full day
	Synthetic Turf Field	\$300 half day/\$600 full day
	Tennis (2)/Pickleball (4)	\$200 full day
	Tennis (4)/Pickleball (8)	\$400 full day
Tournament Deposit (Refundable)		\$500
Vendor Fee-Tournament	Per Vendor	\$20 per day
Special Event Park Use Fee - Founders Park		\$200 per 4 hours; \$50 per hour for each additional hour

<u>Mayor Ralph McGill Plaza</u>	Non Profit	For Profit/Social	
100 people or less	\$300	\$400	use of two grass lawns and sections of parking lot
101 people or more	\$450	\$600	use of two grass lawns, parking lot, and can shut down entry roads – parking provided at the Farragut Community Center
Electrical Fee	\$100	\$100	
Trash Fee-100 people or less	\$75	\$75	
Trash Fee-101 people or more	Renter must provide for private trash service		
Security Deposit (Refundable)-100 people or less	\$300	\$300	
Security Deposit (Refundable)-101 people or more	\$500	\$500	
Tent Permit/Fee	\$50	\$50	
Alcohol Fee	\$100	\$250 (No sales)	
Alcohol Fee		\$500 (sales)	
Any event serving or selling alcohol must hire an officer (not security guard), must receive a Town of Farragut beer board event permit (beer only) and must receive a State of Tennessee alcohol event permit (wine and liquor)			
<u>Tourism Rental Rebate Plan (Hotel Incentive)</u>			
Rebate for rental fees for Farragut hotel use (20 or more rooms)	Rentals of athletic fields, courts, McGill Plaza, CC Gym, CC Assembly Hall	\$2.55 per hotel night	

Community Center Fees				
<u>Classrooms</u>	Non Profit - Reg Hours	Non-Profit - After Hours	For Profit/ Social - Reg Hours	For Profit/ Social - After Hours
Small (1 - 1/2 hour block)	\$15	\$40	\$15	\$40
Small (1 - 1/2 hour block) - Holiday Fee		\$50		\$50
Medium	\$20	\$45	\$20	\$45
Medium (1 - 1/2 hour block) - Holiday Fee		\$55		\$55
Large	\$25	\$50	\$25	\$50
Large Classroom (1 - 1/2 hour block) - Holiday Fee		\$60		\$60
<u>Gym</u>				
Sports/Fitness (1 hour block)	\$30	\$55	\$30	\$55
Sports/Fitness (1 hour block) - Holiday Fee		\$75		\$75
Sports/Fitness - Setup Fee	\$15	\$15	\$15	\$15
Camp/Tournament (Half Day - 6 hours)	\$150	\$275	\$150	\$275
Camp Tournament (Whole Day)	\$325	\$600	\$325	\$600
Camp/Tournament (Half Day - 6 hours) - Holiday Fee (20%)		\$330		\$375
Camp/Tournament (Whole Day) - Holiday Fee (20%)		\$720		\$800
Special Event (8 hours)*	\$450	\$650	\$750	\$950
Special Event (8 hours)* - Holiday Fee (20%)		\$780		\$1,140
Special Event Additional Hours (Per Hour)	\$125	\$125	\$125	\$125
Special Event Additional Hours (Per Hour) Holiday Fee (20%)	\$150	\$150	\$150	\$150
Refundable Damage Deposit	\$250	\$250	\$250	\$250
<u>Assembly Hall</u>				
8 Hour Rental**	\$400	\$650	\$650	\$850
Holiday Fee (20%)		\$780		\$1,020
Additional Hours (Per Hour)	\$100	\$100	\$100	\$100
Additional Hours (Per Hour) Holiday Fee (20%)	\$120	\$120	\$120	\$120
Alcohol Fee (No Sales)	\$100	\$100	\$100	\$100
Alcohol Fee (Sales) - For Profit Business Only (Not social)			\$500	\$500
Refundable Damage Deposit	\$250	\$250	\$250	\$250
*Includes commercial kitchen				
**Includes pre-function room and catering kitchen				
<u>Assembly Hall - Special Rates (Monday-Thursday)</u>	Non-Profit - After Hours	For Profit/ Social - After Hours		
2 Hour Rental**	\$100	\$150		
Additional Hour		\$50		
Additional Table/Chair Rental		\$10	per table/8 chairs	
Refundable Damage Deposit		\$100		
<u>Birthday Party Package</u>				
3 Hour Rental - 1 hour gym, 1 hour assembly hall plus 1 hour setup		\$150		
Additional Table/Chair Rental		\$10	per table/8 chairs	
Refundable Damage Deposit		\$100		

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Karen Tindal, Tourism Manager

SUBJECT: Approval of a three-year master services agreement with Madden Media for digital marketing services.

INTRODUCTION: Madden Media shall provide marketing agency services that will be inclusive of, but not limited to, strategic planning, advertising, creative, digital marketing, website content, digital media planning/buying, and other marketing services as agreed to between Madden Media and Visit Farragut. The master services agreement is based on a marketing budget of **\$105,000.00 over three years** to be allocated in the following manner: not to exceed \$30,000 from the executed day of this contract to June 30, 2023; not to exceed \$35,000.00 from July 1, 2023, through June 30, 2024; and not to exceed \$40,000.00 from July 1, 2024, through June 30, 2025.

The purpose of this Agreement is to establish a marketing services partner (agency of record) for the following services.

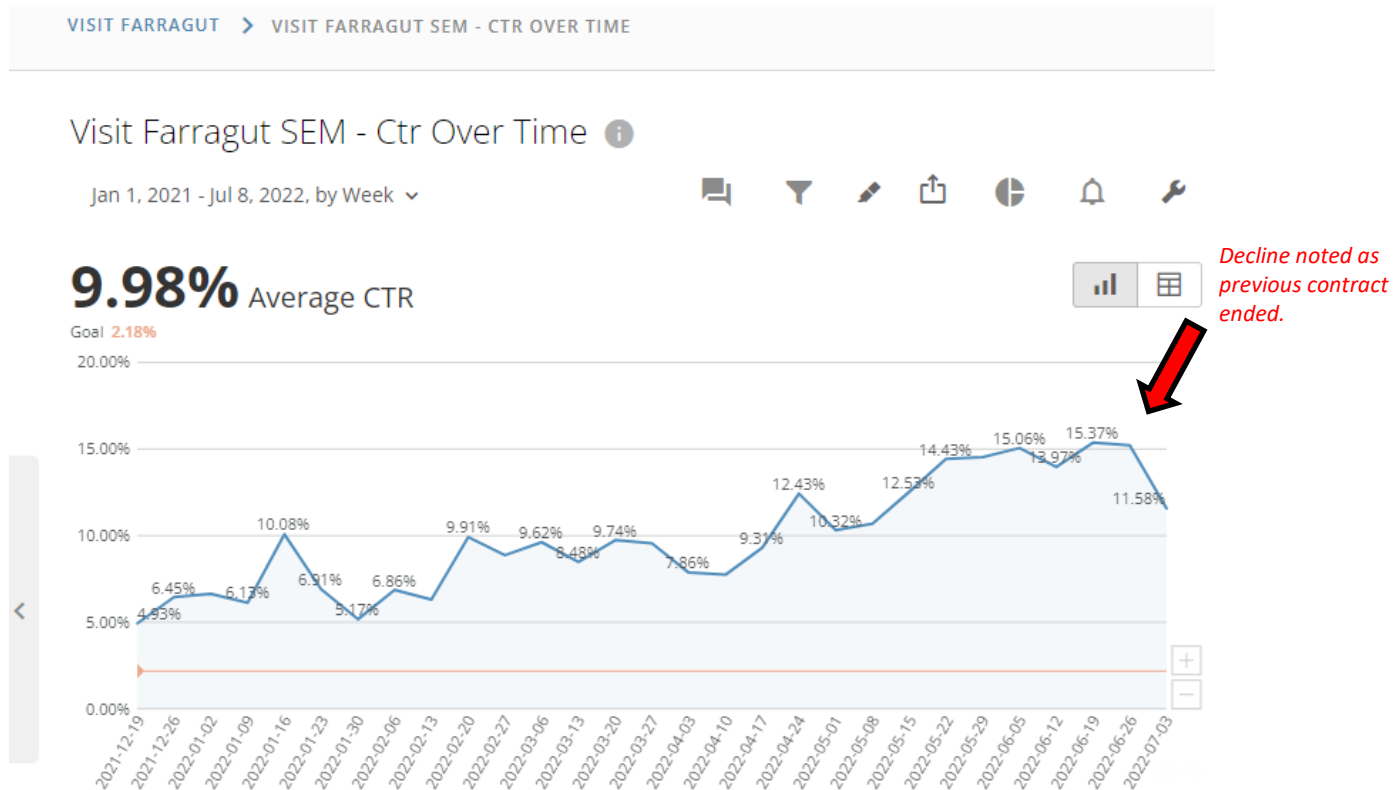
- Website Hosting and Maintenance
- Marketing Strategy
- Digital Campaigns
- Creative Content

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 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. BOMA approved the contract for the development of a Visit Farragut tourism website in February 2021. Over the next 6 months, the tourism and PR 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) showed a 22.3% increase in users, 21% increase in sessions and a 12.8% decrease in bounce rate and a time average of 1 minute, 23 second spent on site which represents an increase of 26.8% 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.

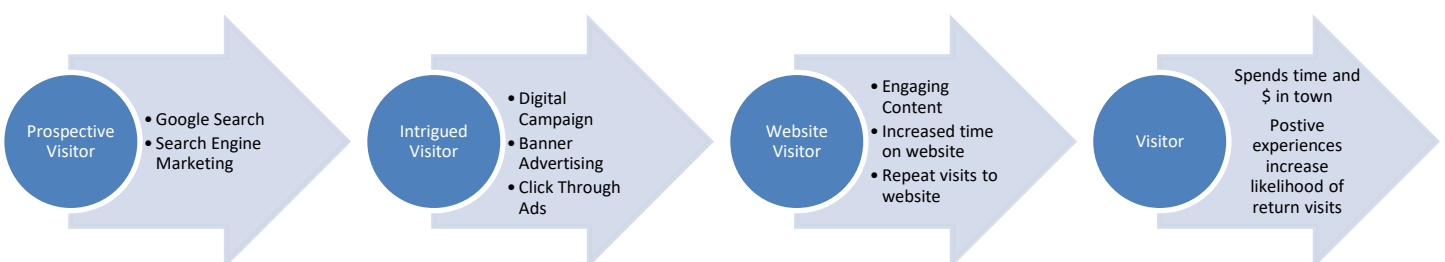
In November 2021, BOMA approved a second contract with Madden Media for targeted marketing/advertising and website maintenance and expansion which expired on June 30, 2022. During this contract period the focus was to increase targeted online/marketing using digital storytelling and increase content and functionality of restaurant and attraction offerings. Analytics comparing the six-month period of January 2022 through June 2022 to the previous six months show that the number of new users to the site increased by 35.3% from 15,347 to 23,722. Visit Farragut website sessions increased from 18,785 to 28,222 an increase of 33.4%; and Page views increased to 48,882 from 33,052 or 32.4%.

The chart below shows the CTR (click through rate) from December 2021 through the beginning of July 2022 for Visit Farragut SEM (search engine marketing). CTR is an industry measure for how well your keywords and ads, and listings, are performing. The average click through rate over this period is 9.98% which far exceeds the goal set of 2.18%, and the travel and hospitality industry average of 4.68% indicating that the targeted advertising

campaign is outperforming similar campaigns in the industry. Note that a steep decline can be seen in early July when the contract period ended.



MARKETING STRATEGY: 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 local residents. Over 80% of Americans that intend to travel start their research on-line, according to US Travel, they start by simply typing in a destination name in the Google search bar. Since “things to do in East Tennessee” or “things to do in Knoxville” are more likely search terms than “things to do in Farragut”, search engine marketing (SEM) is essential to ensure visitfarragut.org and all our website offerings appear on or near the top of the first search page. Digital advertisements can be used to serve up targeted offerings to raise brand awareness to the intrigued visitor. These targeted advertisements link directly to our website converting the now intrigued visitor to a website visitor. Once they land on the website, content that is creative and engaging keeps them on the website longer, increasing their awareness and connection to our area and makes them more likely to book a room or set their dates to visit. Visit Farragut’s marketing efforts are focused on increasing positive destination awareness and each step motivates the visitor to commit to a visit. When a visitor arrives in the area, they will already have a positive frame of reference and a positive digital experience with our brand. This visitor is more likely to shop, stay, dine, and play here leading to increasing hotel occupancy and sales-tax revenue.



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 continual progress in this area. They are committed to the growth of the program over the next three years and a multi-year service agreement will ensure that progress is not delayed every six or twelve months when a contract expires.

DISCUSSION: As our marketing services partner this contract focuses on growth and development of three key areas as well as the continual website maintenance and hosting necessary for the website.

- Website Hosting and Maintenance – This ensures that visitfarragut.org is always up to date with the latest WordPress updates and patches. It also allows for minor site edits from our technical team unable to be performed by in-house staff. Madden teams with Platform.sh to provide fast, secure, and robust cloud-based hosting. With a reliable platform as a service (PAAS) hosting model Madden can offer many features: dedicated and separate staging environments, reliability with 24/7 support, 99.9% guaranteed uptime, includes HTTPS security certificate. Fully compliant with multiple compliance frameworks including GDPR (General Data Protection Regulation).
- Marketing Strategy – Madden utilizes a variety of strategies based on clients marketing objectives including but not limited to increasing brand awareness of Farragut, increases in dining, shopping attraction and event web traffic and increases in hotel bookings through key word optimization and SEO (search engine optimization) and SEM (search engine marketing) tactics. SEM is one of the most important marketing channels to generate web traffic. It complements search engine optimization and content marketing and gets Farragut to the top of the Google search results. SEM is conversion focused, targeted specific keywords that are relevant to the website. Proper tracking and analytics allow for the ability to monitor a site's performance, identify key performance indicators and rapidly address issues when they appear.
- Digital Campaigns – As a full-service tourism focused agency Madden utilizes a variety of digital campaigns to meet clients' goals including but not limited to: content distribution, native advertising, banner advertising, amplified storytelling, and search engine marketing. Madden focuses on immersive content marketing that drives traffic to a specific and trackable landing page utilizing native distribution. Campaigns are designed to target those with travel intent and is an effective tool to inspire and educate potential visitors while increasing analytic metrics such as time on page and session duration.
- Creative Content – Farragut is currently seeing tremendous growth and development in tourism related businesses and activities such as the opening of a major world-wide attraction, the development of the town center district and the projected development of additional lodging opportunities. Expanding user generated content helps bring authenticity to a destination and connect it to real people, personalizing a site and generating more user interest. Madden is committed to working with the Visit team to develop new and engaging creative content to showcase additional offerings which will attract and retain visitors to the area.

Attachment A "Visit Farragut Marketing Proposal FY 23-25" defines timeline, agency services and deliverables for this three-year master service agreement, beginning from the contract approval and execution date through June 30, 2025. By mutual agreement of the parties, renewal of this agreement, which may include modifications to its terms and conditions, may be discussed by the parties commencing in April of each year. Either party may terminate this agreement without cause upon thirty (30) days written notice mailed, emailed, or personally delivered to the other party.

Funding is included in the FY23 tourism budget under the professional services and printing/advertising line items and will be included on FY24 and FY25 budgets as outlined in the proposal. Spending funds on marketing is futile if the website is not robust enough to keep our potential visitors engaged and without the ability to have essential analytics which allow for targeted market spending.

FINANCIAL SECTION: Advertisement/Printing

Account Number: 122-47210-2210		
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
\$74,800	\$20,000	\$54,800
Approved By: A. Myers		

FINANCIAL SECTION: Professional Services

Account Number: 122-47210-2540		
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
\$82,500	\$10,000	\$72,500
Approved By: A. Myers		

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

RECOMMENDATION BY: Karen Tindal, Tourism Manager

PROPOSED MOTION: Approve the contract with Madden for \$105,000 over a three-year period commencing with execution of the contract through June 30, 2025, for targeted marketing, advertising, website maintenance and expansion.

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

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

TOWN OF FARRAGUT

MASTER SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **Madden Media** ("Contractor") for professional services for the assignment described as follows:

Project: _ Town of Farragut/Visit Farragut Tourism Website

Location: www.visitfarragut.org

Description of Project: Under this Master Services Agreement ("Agreement") Madden Media ("Agency") shall provide marketing agency services that will be inclusive of, but not limited to, strategic planning, advertising, creative, digital marketing, website content and digital media planning/buying, and other marketing services (collectively, the "Services") as agreed to between Madden Media and Visit Farragut ("Client") Agency and Client may each be individually referred to as a "Party" and collectively as the "Parties" in this Agreement.

Purpose: The purpose of this Agreement is to establish a marketing services partner (agency of record) for the following services.

- Marketing Strategy
- Digital Campaigns
- Creative Development
- Website Hosting and Maintenance

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

See **Attachment A** to this Agreement for a timeline and definitions for the scope of work.

Term and Termination: The term ("Term") of this Agreement shall commence upon notification of approval of this Agreement by the Board of Mayor and Aldermen and end on June 30, 2025. By mutual agreement of the Parties, a renewal of this Agreement, which may include modifications to its terms and conditions, may be discussed by the Parties commencing in April of each year. Either Party may terminate this Agreement without cause upon thirty (30) days written notice mailed, emailed, or personally delivered to the other Party.

Budget Commitment: Agency has based this Agreement on Client's marketing budget of **\$105,000.00 over three years** to be allocated in the following manner: not to exceed \$30,000 from the executed day of this contract to June 30, 2023; not to exceed \$35,000.00 from July 1, 2023, through June 30, 2024; and, not to exceed \$40,000.00 from July 1, 2024, through June 30, 2025, and committed to Services under Agency's management. Agency recognizes the importance of transparency and, upon request, will provide Client with all records relative to Services provided to Client under this Agreement.

Website hosting and maintenance services: \$10,000.00 per year Madden Account Services.

This fee will cover all services related to the contract, including account management, media planning/buying/placement, creative, and editorial, as well as hard costs related to travel and doing business with the Client. The monthly service fee does not include hard costs associated with talent, photography, video, subscriptions and research related to programs such as influencer marketing, and visitor profile studies. These will be treated as individual projects on an as-needed basis over and above the monthly fee retainer structure. In each of these cases, a scope of work and statement of cost will be provided by Madden to the Client for approval prior to securing the resource(s).

Services Include:

- Digital Media Management
- Account Management
- Content Strategy and Creative Development
- Website Hosting & Maintenance

Marketing strategy, digital campaign and creative development services:

\$20,000.00 remainder of FY 23

\$25,000.00 for FY 24

\$30,000.00 for FY 25

The following marketing and digital tactics are planned, but Madden campaigns are fluid and can be changed depending on performance & client direction. Any changes to be confirmed with the Client before being made.

- Google SEM and/or
- SEO
- Google Display
- Content Distribution
- **Other Digital Media as approved by Client**

Invoicing and Payments: Agency Service fees will be billed in 12 monthly increments based on fiscal year allocations beginning September 1, 2023 and ending July 1, 2025. 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 Agency, 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 Agency, Agency 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.

Indemnification: The Agency 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 Agency, its employers, agents or contractors in performance of this Agreement or from the Agency'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.

The Agency 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 Agency 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 Agency 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 Agency may request. The Agency 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.

The Agency 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.

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

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

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

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 Agency, 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 Agency shall control.

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.

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.

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.

In the performance of this contract, Agency 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.

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: _____

Printed
Name: _____

Title: _____

Date: _____

Visit
farragut
sounds like home

FY23 Visit Farragut														
Agency Services	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Deliverables	
Hosting & Maintenance														Monthly H&M Services
Marketing Strategy														Seasonal Ads
Creative Content														Custom Content
Digital Campaigns														Media Campaigns
														Budget: \$30,000

FY24 Visit Farragut													
Agency Services	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Deliverables
Hosting & Maintenance													Monthly H&M Services
Marketing Strategy													Seasonal Ads
Creative Content													Custom Content
Digital Campaigns													Media Campaigns
Budget: \$35,000													

FY25 Visit Farragut														
Agency Services	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Deliverables	
Hosting & Maintenance														Monthly H&M Services
Marketing Strategy														Seasonal Ads
Creative Content														Custom Content
Digital Campaigns														Media Campaigns
Budget: \$40,000														

Scope of Work Definitions:

Website Hosting and Maintenance

The monthly maintenance and support of the website includes the following:

- Ongoing review and application of WordPress version updates and security patches after ensuring compatibility with existing site
- Ongoing review and application of plugin version updates and security patches after ensuring compatibility with existing site
- Unmetered support to resolve any training issues or questions regarding content creation using existing site templates
- Unmetered support to discuss any other potential upgrades, enhancements, or changes to the site
- Unmetered support to make any changes to the site theme that are typically reserved for administration access only, such as navigation menu changes, or minor style adjustments
- Monthly analytics summary – automated report pulled from Google Analytics and Search Console

The monthly hosting includes the following:

- Setup and maintenance of a hosting platform account on Madden's hosting partner, Platform.sh
- Fully supported cloud container scaled to necessary size for the website
- Nightly snapshots of website for restoration when needed due to any unexpected data loss
- One live environment hosting web services for the website
- Up to two staging environments that can be used for development or testing purposes
- SSL certificate for all live and staging environments
- Full support for any unexpected downtime or connectivity issues
- External website uptime and SSL certificate monitoring

Marketing Strategy

Madden utilizes a variety of strategies based on client's marketing objectives, including but not limited to, increasing brand awareness of Farragut. These efforts will also include account management, digital optimization and management, reporting/analytics, and creative development.

Digital Campaigns

As a full-service tourism focused agency Madden utilizes a variety of digital campaigns to meet clients' goals, including but not limited to: content distribution, native advertising, display advertising, amplified storytelling, search engine marketing (SEM), and search engine optimization (SEO). Campaigns are designed to target those with travel intent and is an effective tool to inspire and educate potential visitors while increasing website analytic metrics such as time on page and session duration.

Creative Content

Madden is committed to working with the Visit Farragut team to develop new and engaging custom creative content to showcase new and additional offerings, itinerary ideas, and other relevant inspirational content which will attract and retain visitors to area.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Bids for Five (5) 2023 Ford Vehicles from Ford of Murfreesboro

INTRODUCTION: The purpose of this agenda item is to approve the purchase of five (5) 2023 Ford vehicles through the Tennessee Statewide Contract #209:

- 1 – F150 Super Cab 4x2 Pick-up
- 1 – Ranger 4x4 Super Cab Pick-up
- 1 – Ranger 4x2 Super Cab Pick-up
- 2 – Escape FWD SE

STRATEGIC PLAN: Quality and dependable vehicles keep the movement of our employees flowing smoothly and on time for commitments throughout the day.

BACKGROUND:

The F150 pick-up will be replacing the Parks and Recreation Department 2005 Ford Freestar van. The F150 is more versatile with the capacity to haul and move numerous items.

The Ranger 4x4 is a new vehicle being added to our fleet for the Engineering Department technician position.

The Ranger 4x2 will replace a well-used 2007 Chevrolet Colorado in the Codes Department.

The two (2) Escapes will replace the existing Escape Hybrids currently utilized in our Engineering Department and as our Pool vehicle, 2008 and 2010 respectively. We have experienced battery issues with our other hybrids which can cost up to \$4,000 to replace.

DISCUSSION: Attached is pricing through the State of Tennessee for the five 2023 vehicles as follows:

- 1 – F150 Super Cab for \$32,089.00
- 1 – Ranger 4x4 Super Cab for \$28,994.00
- 1 – Ranger 4x2 Super Cab for \$24,637.00
- 2 – Escape FWD SE at \$26,268.00 each

FINANCIAL SECTION:

Account Number: 314-43949-9490

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenses to Date</u>	<u>Remaining Amount</u>
\$637,250	\$138,250	\$132,508.89	\$366,491.11

Approved By: A. Myers

AGENDA NUMBER V.F. MEETING DATE August 25, 2022

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

PROPOSED MOTION: Public Works recommends the approval of the purchase of five (5) 2023 Ford vehicles through the TN Statewide Contract #209 **from Ford of Murfreesboro in the amount of \$138,250.00.**

BOARD ACTION:

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

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

One (1) 2023 Ford F150 Super Cab 4x2 Pick-up



One (1) 2023 Ford Ranger 4x4 Super Cab Pick-up



One (1) 2023 Ford Ranger 4x2 Super Cab Pick-up



Two (2) 2023 Ford Escape FWD SE



Ford of Murfreesboro

John Hamby
1550 NW Broad St.
Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000075348

TO:	X1C-100A
FARRAGUT	
2023 FORD F-150 SUPER CAB 4X2 PICKUP	
OXFORD WHITE	6.5 FT BED

F.O.B.
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: August 15, 2022
We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1	1	2023 FORD F-150 SUPER CAB 4X2 PICKUP	\$32,089.00	
2		3.3 LITER V-6 GAS, 10 SPEED TRANSMISSION		
3		EXTERIOR- OXFORD WHITE		
4		Interior--- SLATE VINYL		
5		options listed on window sticker		
6		OPTIONS		
7				
8				
9				
10				
11				
12		TOTAL X 1	\$32,089.00	TBD

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

PER

August 15, 2022
DATE



Prepared by: JOHN HAMBY

08/15/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1C)

Price Level: 315

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X1C	Base Vehicle Price (X1C)	\$38,695.00
Packages		
101A	Equipment Group 101A Standard <i>Includes:</i> - Engine: 3.3L V6 PFDI Includes auto start-stop technology and flex-fuel capability. - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail. - 3.55 Axle Ratio - GVWR: 6,250 lbs Payload Package - Tires: 245/70R17 BSW A/S - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	-\$750.00
Powertrain		
99B	Engine: 3.3L V6 PFDI <i>Includes auto start-stop technology and flex-fuel capability.</i>	Included
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i>	Included
X19	3.55 Axle Ratio	Included
STDGV	GVWR: 6,250 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
145WB	145" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: JOHN HAMBY

08/15/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1C)

Price Level: 315

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	Included
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00
PAINT	Monotone Paint Application	STD

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty <i>Requires valid FIN code.</i> <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
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Interior Color

AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
-------	--	-----

Exterior Color

YZ_01	Oxford White	N/C
-------	--------------	-----

SUBTOTAL	\$38,260.00
Destination Charge	\$1,795.00
TOTAL	\$40,055.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Ford of Murfreesboro

John Hamby
1550 NW Broad St.
Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000075348

TO:

FARRAGUT

R1E-100A

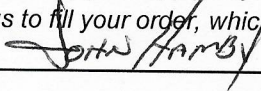
2023 FORD RANGER 4X2 SUPER CAB PICKUP
OXFORD WHITE

F.O.B.
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: August 15, 2022
We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1	1	2023 FORD RANGER 4X2 SUPER CAB PICKUP	\$24,637.00	
2		2.3 LITER ECO BOOST GAS, 8 SPEED TRANSMISSION		
3		EXTERIOR- OXFORD WHITE		
4		Interior--- EBONY VINYL		
5		options listed on window sticker		
6		OPTIONS		
7				
8				
9				
10				
11				
12		TOTAL X 1	\$24,637.00	TBD

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



PER

August 15, 2022

DATE



Prepared by: JOHN HAMBY

08/15/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Ranger 4x2 SuperCab ' box 126.8" WB XL (R1E)

Price Level: 315

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
R1E	Base Vehicle Price (R1E)	\$26,400.00
Packages		
100A	Equipment Group 100A Standard <i>Includes:</i> - Engine: 2.3L EcoBoost - Transmission: Electronic 10-Speed SelectShift Auto - 3.73 Axle Ratio - GVWR: TBD - Tires: P255/70R16 A/S BSW - Wheels: 16" Silver Steel - Radio: AM/FM Stereo <i>Includes Bluetooth pass thru and 1 USB port.</i> - 4 Speakers	N/C
Powertrain		
99H	Engine: 2.3L EcoBoost Requires auto start stop removal (51D) when feature is not available.	Included
44U	Transmission: Electronic 10-Speed SelectShift Auto	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: P255/70R16 A/S BSW	Included
64A	Wheels: 16" Silver Steel	Included
Seats & Seat Trim		
S	Front Vinyl Bucket Seats <i>Includes 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats.</i>	N/C
Other Options		
126WB	126.8" Wheelbase	STD
PAINT	Monotone Paint Application	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: JOHN HAMBY

08/15/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Ranger 4x2 SuperCab ' box 126.8" WB XL (R1E)

Price Level: 315

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDRD	Radio: AM/FM Stereo <i>Includes Bluetooth pass thru and 1 USB port.</i> <i>Includes:</i> <i>- 4 Speakers</i>	Included
53R	Trailer Tow Package <i>Includes towing capability up to TBD lbs and 4-pin/7-pin wiring harness.</i> <i>Includes:</i> <i>- Class IV Trailer Hitch Receiver</i>	\$495.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C
Emissions		
425	50-State Emissions System	STD
Interior Color		
SH_03	Ebony w/Front Vinyl Bucket Seats	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		\$26,895.00
Destination Charge		\$1,495.00
TOTAL		\$28,390.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Ford of Murfreesboro

John Hamby
1550 NW Broad St.
Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000075348

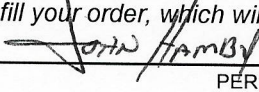
TO:	R1F-100A
FARRAGUT	
2023 FORD RANGER 4X4 SUPER CAB PICKUP OXFORD WHITE	

F.O.B.
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: August 15, 2022
We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1	1	2023 FORD RANGER 4X4 SUPER CAB PICKUP	\$28,994.00	
2		2.3 LITER ECO BOOST GAS, 8 SPEED TRANSMISSION		
3		EXTERIOR- OXFORD WHITE		
4		Interior--- EBONY VINYL		
5		options listed on window sticker		
6		OPTIONS		
7				
8				
9				
10				
11				
12		TOTAL X 1	\$28,994.00	TBD

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.


PER

August 15, 2022
DATE



Prepared by: JOHN HAMBY

08/15/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Ranger 4x4 SuperCab ' box 126.8" WB XL (R1F)

Price Level: 315

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
R1F	Base Vehicle Price (R1F)	\$30,045.00
Packages		
100A	Equipment Group 100A Standard <i>Includes:</i> - Engine: 2.3L EcoBoost - Transmission: Electronic 10-Speed SelectShift Auto - 3.73 Axle Ratio - GVWR: TBD - Tires: P255/70R16 A/S BSW - Wheels: 16" Silver Steel - Radio: AM/FM Stereo Includes Bluetooth pass thru and 1 USB port. - 4 Speakers	N/C
Powertrain		
99H	Engine: 2.3L EcoBoost Requires auto start stop removal (51D) when feature is not available.	Included
44U	Transmission: Electronic 10-Speed SelectShift Auto	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: P255/70R16 A/S BSW	Included
64A	Wheels: 16" Silver Steel	Included
Seats & Seat Trim		
S	Front Vinyl Bucket Seats <i>Includes 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats.</i>	N/C
Other Options		
126WB	126.8" Wheelbase	STD
PAINT	Monotone Paint Application	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: JOHN HAMBY

08/15/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Ranger 4x4 SuperCab ' box 126.8" WB XL (R1F)

Price Level: 315

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDRD	Radio: AM/FM Stereo <i>Includes Bluetooth pass thru and 1 USB port.</i>	Included
	<i>Includes:</i> - 4 Speakers	
53R	Trailer Tow Package <i>Includes towing capability up to TBD lbs and 4-pin/7-pin wiring harness.</i>	\$495.00
	<i>Includes:</i> - Class IV Trailer Hitch Receiver	
Emissions		
425	50-State Emissions System	STD
Interior Color		
SH_03	Ebony w/Front Vinyl Bucket Seats	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		\$30,540.00
Destination Charge		\$1,495.00
TOTAL		\$32,035.00

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Ford of Murfreesboro

John Hamby
1550 NW Broad St.
Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000075348

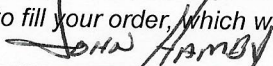
TO:	U0G-200A
FARRAGUT	
2023 FORD ESCAPE FWD SE	
OXFORD WHITE	

F.O.B.
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: August 15, 2022
We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1	1	2023 FORD ESCAPE FWD SE	\$26,268.00	
2		1.5 LITER ECO BOOST GAS, 8 SPEED TRANSMISSION		
3		EXTERIOR- OXFORD WHITE		
4		Interior--- DARK GRAY CLOTH		
5		options listed on window sticker		
6		OPTIONS		
7				
8				
9				
10				
11				
12		TOTAL X 1	\$26,268.00	TBD

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



PER

August 15, 2022

DATE



Prepared by: JOHN HAMBY

08/15/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 Escape 4dr FWD SE (U0G)

Price Level: 250

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
U0G	Base Vehicle Price (U0G)	\$28,520.00
Packages		
200A	Equipment Group 200A <i>Includes:</i> - Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i> - Transmission: 8-Speed Automatic - 3.81 Axle Ratio - GVWR: TBD - Tires: 225/65R17 AS BSW - Wheels: 17" Shadow Silver-Painted Aluminum - Unique Cloth Front Bucket Seats <i>Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).</i> - Radio: AM/FM Stereo <i>Includes 6 speakers, speed compensated volume and SiriusXM radio with a 3 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i> - SYNC 3 Communications & Entertainment System <i>Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility, 2 smart-charging USB ports and pinch-to-zoom capability is included when equipped with available voice-activated touchscreen navigation system.</i> - FordPass Connect <i>Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).</i>	N/C
Powertrain		
996	Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i>	Included
448	Transmission: 8-Speed Automatic	Included
STDAX	3.81 Axle Ratio	Included
STDGV	GVWR: TBD	Included

Wheels & Tires

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: JOHN HAMBY

08/15/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 Escape 4dr FWD SE (U0G)

Price Level: 250

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDTR	Tires: 225/65R17 AS BSW	Included
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included

Seats & Seat Trim

4	Unique Cloth Front Bucket Seats <i>Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).</i>	Included
---	--	----------

Other Options

PAINT	Monotone Paint Application	STD
106WB	106" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included

SiriusXM service is not available in Alaska and Hawaii.

Includes 6 speakers, speed compensated volume and SiriusXM radio with a 3 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.

Includes:

- SYNC 3 Communications & Entertainment System

Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility, 2 smart-charging USB ports and pinch-to-zoom capability is included when equipped with available voice-activated touchscreen navigation system.

- FordPass Connect

Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).

91W	4G LTE Wi-Fi Hotspot Removal Required option. Late availability.	-\$20.00
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Emissions

425	50-State Emissions System	STD
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Interior Color

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: JOHN HAMBY
08/15/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 Escape 4dr FWD SE (U0G)

Price Level: 250

As Configured Vehicle (cont'd)

Code	Description	MSRP
4H_01	Dark Earth Gray w/Unique Cloth Front Bucket Seats	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		\$28,500.00
Destination Charge		\$1,495.00
TOTAL		\$29,995.00

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REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Bid for One (1) 2023 Chevrolet Tahoe 4wd LS from Wilson County Motors

INTRODUCTION: The purpose of this agenda item is to approve the purchase of one (1) 2023 Chevrolet Tahoe 4wd LS through the TN Statewide Contract #209.

DISCUSSION: The purchase of this vehicle will be for use by the Town Administrator. Attached is pricing through the State of Tennessee for one new 2023 Chevrolet Tahoe 4wd LS from Wilson County Motors in the amount of \$43,788.60.

FINANCIAL SECTION:

Account Number: 314-43949-9490

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$637,250	\$43,788.60	\$270,758.89	\$322,702.51

Approved By: A. Myers

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

PROPOSED MOTION: To approve the purchase of one (1) 2023 Chevrolet Tahoe 4wd LS through the TN Statewide Contract #209 **from Wilson County Motors in the amount of \$43,788.60.**

BOARD ACTION:

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

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



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Black Tahoe 4wd LS

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK 10706) 4WD 4dr LS





Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

Price Summary

PRICE SUMMARY		
	VQ2	MSRP
Base Price	\$50,838.00	\$55,500.00
Total Options	(\$8,844.40)	\$0.00
Vehicle Subtotal	\$41,993.60	\$55,500.00
Destination Charge	\$1,795.00	\$1,795.00
Grand Total	\$43,788.60	\$57,295.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 17106. Data Updated: Aug 2, 2022 6:56:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr LS (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
CK10706	2023 Chevrolet Tahoe 4WD 4dr LS	\$50,838.00	\$55,500.00

COLORS

CODE	DESCRIPTION
	Black

EMISSIONS

CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	VQ2	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	VQ2	MSRP
MHS	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Standard with (L84) 5.3L EcoTec3 V8 engine only.) (STD)	\$0.00	\$0.00

GVWR

CODE	DESCRIPTION	VQ2	MSRP
C6H	GVWR, 7500 lbs. (3402 kg) (Standard on 4WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine. Standard on 2WD models with (LM2) Duramax 3.0L Turbo-Diesel I6 engine.) (STD)	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	VQ2	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00	\$0.00

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Data Version: 17106. Data Updated: Aug 2, 2022 6:56:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr LS (✓ Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	VQ2	MSRP
1LS	LS Preferred Equipment Group includes standard equipment	\$0.00	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	VQ2	MSRP
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)	\$0.00	\$0.00

TIRES

CODE	DESCRIPTION	VQ2	MSRP
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)	\$0.00	\$0.00

PAINT

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
A50	Seats, front bucket (STD)	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H0U	Jet Black, Premium cloth seat trim	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
VQ2	Fleet processing option	\$0.00	\$0.00

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Data Version: 17106. Data Updated: Aug 2, 2022 6:56:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr LS (✓ Complete)

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
Adjustment	State price adjustment	(\$1,604.40)	\$0.00
Fed Tire	Federal Tire Fee	\$10.00	\$0.00
Gov Asst	Government Assistance	(\$7,250.00)	\$0.00
Options Total		(\$8,844.40)	\$0.00

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Data Version: 17106 Data Updated: Aug 2, 2022 6:56:00 PM PDT.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Mark Shipley, Community Development Director**SUBJECT:** Review a request for a recommendation of approval to the Board of Mayor and Aldermen for a variance of 163 feet from the distance between driveways and 96 feet from the distance between driveways and intersections requirements for collector streets, as provided for in the Driveways and Other Access Ways Ordinance, for a proposed boat launch ramp access onto the south side of Turkey Creek Road at 11409 Turkey Creek Road (William Schweitzer, Applicant)**INTRODUCTION:** The property located at 11409 Turkey Creek Road extends to both sides of the road with access to the lake on the south side of Turkey Creek Road. The applicant is requesting approval for a boat launch ramp access off Turkey Creek Road.**DISCUSSION:** As proposed, the access would be offset from the access to the dwelling unit on the north side of Turkey Creek Road due to topographic issues on the south side of Turkey Creek Road. The proposed access would be roughly 104 feet from Lindsey Lane. On the Town's Major Road Plan, Turkey Creek Road is classified as a major collector. For this road classification, the minimum distance between driveways and between driveways and intersections is 200 feet per the Driveways and Other Access Ways Ordinance. The applicant's requested access would require a variance from each of these requirements.**RECOMMENDATION:** As part of the review of this access request, the Town's engineering staff performed a sight distance analysis and determined that the sight distance was over 770 feet looking east and over 1,086 feet looking west. Each of these distances would easily comply with sight distance requirements for design speed associated with Turkey Creek Road. The requested access would also have very limited use and only serve one property owner for purposes of lake access only. The ability to access the property with a vehicle would also be safer than carrying supplies by foot and crossing Turkey Creek Road. Consequently, when this was presented to the Planning Commission for their recommendation at the July 21 meeting, staff indicated that they would be in support of the requested variances. Staff noted that the applicant would still be responsible for obtaining the appropriate right of way permit for the access should the request ultimately be approved by the Board of Mayor and Aldermen. The Planning Commission unanimously recommended approval of the requested access and associated variances for the reasons noted above. Community Development Director, Mark Shipley, also recommends approval of the access and associated variances.**PROPOSED MOTION:** To approve the applicants requested access and associated variances subject to obtaining a right of way permit through the Town's Engineering Department.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

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

BUILD KNOX C O N S T R U C T I O N

310 Simmons Rd Suite E
Knoxville TN 37922
TN License 73291

6-14-2022

Subject property: 11409 Turkey Creek Rd Knoxville TN 37934

To whom it may concern;

This is a request to cut the curb on the lake side of the subject property. We request an opening between 12' and 15' if possible. This is in keeping with the neighboring properties. This opening will fully comply with an requirements set forth by the Town of Farragut.

We submit this request primarily for safety reasons. During peak travel times of the day Turkey Creek Rd can be very busy making it difficult to cross the street to access the dock or lake. When bringing items from the house to the dock it increases the risk of accident when having to the cross the street. An opening would allow for a vehicle to park on the lake side of this property and safely unload as the neighboring properties are able to do when accessing their docks.

Thank you for your consideration on this matter.



William B Schweitzer Build Knox LLC TN license 73291



11409 Turkey Creek Rd
curb removal request.

Scaled site plan to
reflect desired
location of curb
removal

Size to be 12'-15'
based on
neighboring
openings.

All work to be
performed will be in
accordance with
TOF requirements.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Town Engineer Darryl Smith, PE

SUBJECT: Rejection of Bids for Contract 2023-06, Kingston Pike Pedestrian Crosswalk Improvements

INTRODUCTION: The purpose of this item is to reject the bids for Contract 2023-06, Kingston Pike Pedestrian Crosswalk Improvements

BACKGROUND: This project includes enhancements to pedestrian crosswalks on Kingston Pike at the intersections of Campbell Station Road, Brooklawn Street, Lendon Welch Way/Biddle Farms Boulevard and Concord Road/West End Avenue. These intersections are the main entrance points to the Mixed Use Town Center and Farragut Schools, and are the most heavily trafficked pedestrian crosswalks in the Town of Farragut. The intent of the project is to install stamped and colored crosswalks to increase visibility and pedestrian safety while providing aesthetic enhancements to the Kingston Pike corridor.

DISCUSSION: The Town received only one bid on August 17, 2022, for this project. While the bid is from a qualified installer, this company is not currently a licensed general contractor in the State of Tennessee. Staff recommends rejection of the bid received in order to re-bid the project to get a qualified bid.

RECOMMENDATION BY: Town Engineer Darryl Smith, PE, to reject the bid received for Contract 2023-06.

PROPOSED MOTION: Approval of the rejection of all bids for Contract 2023-06, Kingston Pike Pedestrian Crosswalk Improvements

BOARD ACTION:

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

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Approval of Settlement Agreement and Final Release of Claims between the Town of Farragut and First Utility District of Knox County (FUD)

INTRODUCTION: The purpose of this agenda item is to approve a settlement agreement between the Town of Farragut and FUD regarding repairs to Andover Boulevard.

BACKGROUND: On June 21, 2021, First Utility District had an 8" water line break at the corner of Smith Road and Andover Boulevard. This break caused extensive damage to Andover Boulevard and the entire road had to be completely rebuilt with compacted dirt, stone and asphalt. The Town performed the necessary emergency repairs to the road through a contract with Whaley Construction for a total amount of \$259,614.29.

DISCUSSION: The attached agreement and release of claims would have FUD's insurance carrier, Berkley Southeast Insurance Group, pay the Town of Farragut \$240,000 to settle this claim. There are some associated depreciation costs for the final surface course of asphalt and binder that reduce the total amount paid to offset the Town's cost of repairs.

RECOMMENDATION BY: Town Administrator David Smoak and Town Attorney Tom Hale for approval.

PROPOSED MOTION: To approve the Settlement Agreement and Release of Claims between the Town of Farragut and First Utility District of Knox County for repairs to Andover Boulevard.

BOARD ACTION:

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

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

SETTLEMENT AGREEMENT AND FINAL RELEASE OF CLAIMS
Read Carefully Before Signing

This Settlement Agreement And Final Release of Claims ("Agreement") is made as of
the ____ day of _____, 20__, by and among:

Claim No: 16 PC 000000162257

Town of Farragut, and all of his/her/their current and former agents, representatives, successors, assigns, heirs, and attorneys [hereinafter variously known as "Claimant" or "Releasor(s)"] on the one hand; and

First Utility District of Knox County, together with his/her/their agents, representatives, employees, servants, volunteers, predecessors, successors, assigns, heirs, executors, administrators, partners, personal representatives, attorneys, insurers and re-insurers including, but not limited to, Berkley Insurance Company, by its member **Berkley Southeast Insurance Group**, W.R. Berkley Corp. **Acadia Insurance Company**, and all of their parent, subsidiary, divisions and affiliate companies, together with their current and former officers, directors, shareholders, officials, stockholders, agents, representatives, employees, servants, volunteers, predecessors, successors, assigns, heirs, attorneys, underwriters, insurers and re-insurers, both jointly and severally [hereinafter all collectively known as "Releasees" or the "Released Party(ies)"] on the other.

Releasor(s) and the Released Party(ies) hereby jointly agree as follows: Releasor alleges that on or about **2021-06-21** he/she suffered property damage described as **Andover Blvd, Farragut, TN** ("Property") as a result of an Incident that occurred in **Farragut, TN** (hereinafter "Incident"). The Parties desire to enter into this Agreement to provide, among other things, for consideration in full settlement and discharge of property damage claims Releasor(s) may have, either individually or in a representative capacity, against the Released Party(ies) for damage to the Property identified that arose out of the Incident, on the terms and conditions in this Agreement.

PAYMENT AND CONSIDERATION- Upon execution of this Agreement as provided for below, Releasee shall pay to the Releasor payment in the amount of **\$240,000 Two hundred forty thousand dollars and no/100**, to be delivered to Releasor at the following location: **Kramer Rayson LLP, PO Box 629, Knoxville TN 37901**. This payment is based on the Releasor's claims for property damage to Releasor's Property.

RELEASE OF CLAIMS- Releasor(s) hereby forever release, discharge, and acquit the Released Party(ies) from all claims, suits, costs, debts, demands, actions, and causes of action, whether known or unknown, that Releasor(s) had, have, or might have in the future relating to the Property identified above arising out of, or in any way connected with, the Incident.

NO ADMISSION OF LIABILITY- This Agreement constitutes a settlement by compromise of disputed claims or potential claims arising out of, related to, or in some way connected with the Incident and is intended by the Parties to put an end to the matter and buy their peace. Neither this settlement and compromise nor the payment of the sums set forth herein shall be construed as an admission of liability or wrongdoing by Released Parties, all such liability and wrongdoing being expressly denied by them.

COVENANTS, REPRESENTATIONS, AND WARRANTIES- As an inducement for Released Parties to enter into this Agreement, Releasor(s) covenants, represents, and warrants that: (A) At the time of the Incident, Releasor was over the age of eighteen (18); (B) Releasor presently suffers from no legal disability that prevents her/him from having the capacity to enter into and execute this Agreement, and she/he does, in fact, have the legal capacity, power, and authority to enter into and execute this Agreement; (C) Neither Releasor nor anyone acting on Releasor's behalf has assigned, transferred, or sold, or purported to assign, transfer, or sell, to any person or entity any claim or potential claim, demand, action, cause of action, or right released by this Agreement; (D) Releasor shall be and is solely responsible for payment of all of her/his attorney fees, expenses, court costs, and taxes (including penalties and interest) relating to the Incident and to this settlement; (E) There are no actual or potential liens of any kind on the actual and potential claims being released; (F) Neither the existence of this Agreement nor any of its provisions shall be offered in evidence by Releasor in any action or proceeding other than an action to enforce this Agreement; (G) Releasor has not been influenced to any extent by any representation or statement of Released Parties, and no statement, representation, promise, or agreement of any nature, other than those contained in this written Agreement, has been made to or with her/him; and (H) Releasor has relied solely upon her/his own judgment in entering into this Agreement and executes this Agreement with full knowledge of its contents and of her/his own free will

and accord.

INDEMNITY AGREEMENT- It is understood and agreed that for the consideration above, Releasor stipulates and agrees to defend, indemnify, and forever hold harmless Released Parties and their respective heirs, successors, and assigns against any claims, actions, causes of action, damages, demands (including attorney fees, court costs, and expenses of litigation) which may be brought against Released Parties or their heirs, successors, and assigns, by any persons because of, or in any manner arising from, or connected directly or indirectly with, the property damage sustained by Releasor as a result of and/or relating to the Incident. This indemnity obligation expressly includes an obligation to defend and indemnify Released Parties for claims arising from the sole negligence or conduct of Released Parties. It also expressly includes indemnity for the reasonable costs, including attorney fees, of enforcing this Agreement. Releasor waives all rights of exemption, both as to real and personal property, to which she/he may be entitled under applicable laws as against such claims for reimbursement or indemnity. It is understood and agreed that this indemnity obligation applies to any judgment rendered against Released Parties arising out of any claim for property damage filed by Releasor or anyone on her/his behalf related to the Incident.

FUTURE COOPERATION AND DISMISSAL- Releasor agrees to cooperate fully, to execute any and all supplementary documents and to take all additional actions necessary or appropriate to give full force and effect to the terms and intent of this Agreement which are not inconsistent with its terms. If there is a Civil Suit, Releasor understands and agrees that the dismissal with prejudice of the Civil Suit is a material term and condition of this Agreement and that, should the Court refuse to dismiss the Civil Suit with prejudice, then the settlement and compromise shall be voidable at the sole election of Released Parties.

CONFIDENTIALITY- The understanding set forth in this Agreement shall be considered of the highest confidentiality. The Releasor recognizes that the obligation of confidentiality described in this paragraph is a fundamental condition of this Agreement. The Releasor covenants that, except as required by law, the Releasor will not make any disclosure of any kind to any person or organization concerning the terms of this Agreement, the settlement discussions leading up to this Agreement, the sums and benefits paid as consideration thereof and the facts underlying the claims against the Releasees. The Releasor further agrees that the Releasor will not initiate discussions with others regarding the settlement of this matter and will not make statements to others that indicate that the Releasor was paid monies as a part of the resolution of this matter. Nothing in this Agreement is intended to, nor shall it, prohibit the parties from providing testimony or information in any proceeding defined under 18 U.S.C. § 201, nor is it intended in any way to intimidate, coerce, deter, persuade, or compensate any party with respect to providing, withholding, or restricting any communication to any federal, state or local investigator or otherwise to the extent prohibited under state or federal law.

MISCELLANEOUS- This Agreement was arrived at after thorough bargaining and negotiations. This Agreement contains the entire agreement and understanding of the Parties with respect to the settlement of all current and potential property damage claims arising out of the Incident and related to the subject Property; supersedes all prior agreements, arrangements, and understandings relating to the subject matter of this Agreement; and is binding upon the Parties and their agents, representatives, successors, assigns, and heirs. This Agreement may not be modified, in whole or in part, except by written agreement signed by all of the Parties. The Parties hereby acknowledge and agree that they may hereafter discover facts different from or in addition to those which they now know or believe to be true with respect to the claims being released by this Agreement and that, in such event, this Agreement shall nevertheless be effective and remain in force in all respects. It is understood that the Releasor has the right and opportunity to consult fully with legal counsel or other advisor prior to signing this Agreement. The Releasor also acknowledges that, before signing this Agreement, the Releasor has read and fully understands each paragraph thereof and that the meaning of this Agreement. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be construed or interpreted against the party actually preparing this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of TN and without giving effect to the principles of conflicts of laws. A waiver by any of the Parties of any breach of this Agreement or any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or any subsequent breach by any of the Parties. If a court of competent jurisdiction determines that any term, provision, or part of this Agreement is invalid, unenforceable, or void, then such term, provision, or part shall be severed from the remainder of this Agreement and shall not affect the validity or enforceability of the remainder of this

Agreement. In the event of litigation relating to, arising out of, or connected with a breach of this Agreement, the prevailing party shall be entitled to recover all costs, expenses, and actual attorney fees incurred therein. This Agreement shall be binding upon the Releasor and the Releasor's heirs, executors, administrators, assigns, successors, beneficiaries, employees and agents, and shall inure to the benefit of the Releasees and their predecessors, successors and assigns.

Having carefully read this **Settlement Agreement And Final Release of Claims** and having fully informed herself/himself of and understanding its contents, Releasor indicates agreement and executes this Agreement of her/his own free will and accord by signature as of the date set forth below.

SIGNED at _____, this _____ day of _____, 20____.

Releasor - Printed Name

Releasor - Signature

State Of _____

County Of _____

on this _____ day of _____, 20____

before me personally appeared _____

to me known to be the person(s) named herein and who executed the foregoing release and acknowledged to me that (s)he voluntarily executed the same.

My term expires _____

NOTARY PUBLIC

Attorney Printed Name

Attorney Signature

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.