



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

AGENDA
September 22, 2022

BEER BOARD MEETING
5:55 PM

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. September 8, 2022**
- IV. Mayor's Report**
 - A. Schools Donation Presentation**
 - B. Advance Knox Land Use & Transportation Plan Update**
- V. Business Items**
 - A. Approval of Annual Contract for 2023 Tennessee Vacation Guide print and digital advertising**
 - B. Approval of Field Allocation Requirements for Tennis Court Rentals**
 - C. Approval of Contract 2023-06, Kingston Pike pedestrian crosswalk improvements**
 - D. Approval of Agreement with the Tennessee Department of Transportation for Virtue Road Phase II**
 - E. Approval of Appointment to the Education Relations Committee**
- VI. Town Administrator's Report**
- VII. Town Attorney's Report**
- VIII. Citizens Forum**

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

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

September 22, 2022

Roll Call

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

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Alderman Povlin, seconded by Alderman Meyer; 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 September 8, 2022, as presented. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Alderman Burnette, Meyer, Povlin and White; no nays; motion passed.

Mayor's Report

Schools Donation Presentation

The Board of Mayor & Aldermen presented checks to the Farragut High, Middle, Intermediate and Primary schools.

Business Items

Approval of Annual Contract for 2023 Tennessee Vacation Guide print and digital advertising

Motion was made to approve the Annual Contract for 2023 Tennessee Vacation Guide print and digital advertising in the amount of \$15,745. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Alderman Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Field Allocation Requirements for Tennis Court Rentals

Motion was made to approve the recommended changes for the McFee ark Court Rental regulations. Moved by Alderman Povlin, seconded by Alderman Burnette. Janet Morgan, 710 Fox Landing Lane & Michelle Lin, 645 Gwinhurst Road both supported the recommended changes. Voting yes; Mayor Williams, Alderman Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Contract 2023-06, Kingston Pike pedestrian crosswalk improvements

Motion was made to approve Contract 2023-06, Kingston Pike Pedestrian Crosswalk Improvements, to Duracap Asphalt Paving Co. Inc, for \$258,156. Moved by Alderman Meyer, seconded by Alderman Povlin; Roll Call vote: Alderman Burnette, yes, Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Approval of Agreement with the Tennessee Department of Transportation for Virtue Road Phase II

Motion was made to approve the agreement with the Tennessee Department of Transportation for Virtue Road Phase II. Moved by Alderman Povlin, seconded by Alderman Meyer; Roll Call vote: Aldermen Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Approval of Appointment to the Education Relations Committee

Motion was made to appoint Michelle Morrow to the Farragut Education Relations Committee. Moved by Alderman Povlin, seconded by Mayor Williams; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced the following:

- The Town earned the GFOA Budget Award
- Allison Myers has been appointed to the State Collateral Pool Board
- David Smoak & Trevor Hobbs attended the ICMA conference in Ohio
- Intro to Farragut tour is Friday, September 23

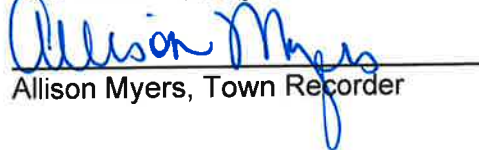
Citizens Forum

Marion Seaton, 12009 Boyd Chase Blvd, addressed the board concerning golf balls from Willow Creek golf course coming onto Virtue Road. David Smoak will follow-up with Mr. Seaton.

Meeting adjourned at 6:55 PM.



Ron Williams, Mayor



Allison Myers, Town Recorder



FARRAGUT BEER BOARD

September 22, 2022

5:55 PM

- I. Approval of Minutes**
 - A. August 25, 2022
- II. Beer Permit**
 - A. **Approval of Class 6 Permit for Farragut Business Alliance, Harvest Fest**

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FARRAGUT BEER BOARD

August 25, 2022

Mayor Williams called the meeting to order at 5:50 PM. Member present; Mayor Williams, Alderman Burnette, Alderman Meyer, Alderman Povlin and Alderman White.

Election of Officers

Chairman

Motion was made to nominate Alderman Burnette as Chairman of the Beer Board. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Vice-Chairman

Motion was made to nominate Alderman Meyer as Vice-Chairman of the Beer Board. Moved by Alderman Povlin, seconded by Mayor Williams; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Secretary

Motion was made to nominate Alderman Povlin as Secretary of the Beer Board. Moved by Mayor Williams, seconded by Alderman Burnette; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of August 11, 2022, as presented. Moved by Mayor Williams, seconded by Alderman Povlin; voting yes, Mayor Williams, Aldermen Meyer, Povlin and White; Alderman Burnette abstained; no nays; motion passed.

Beer Permit

Approval of Class 6 Permit for St. John Newmann “Harvesting for Him” Fall Festival

Motion was made to approve the Class 6 Permit for St. John Newmann “Harvesting for Him” Fall Festival. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

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

Motion was made to approve the Class 6 Permit for Oktoberfest, PJ Parkinson's Support. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Drew Burnette, Chairman

Allison Myers, Town Recorder

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a special occasion beer permit for the Farragut Business Alliance Harvest Fest, October 33, 2022

DISCUSSION:

The Farragut Business Alliance is planning a Harvest Fest event and is requesting a special occasion 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 Farragut Business Alliance is a nonprofit organization and is requesting the permit for Sunday, October 30, 2022, from 2:00-6:00 PM. If the event date changes, the approval of this special event permit is valid until December 31, 2022. The FBA is also requesting the \$100 application fee be waived as the Town is an event sponsor of the event.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to waive the \$100 application fee and approve the special occasion beer permit for the Harvest Fest for October 30, 2022, and valid through December 31, 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 ☒
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) Farragut Business Alliance
4. Type of applicant (check one):
Person ____ Firm ____ Corporation ☒ Joint-Stock Company ____ Syndicate ____ Other ____
5. List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:

6. Applicant's present home address:
...ie Valley Street Farragut, TN 37934
7. Date of Birth 10/04/55 Home Telephone Number 865-307-2486
Business Telephone Number same Social Security Number _____
8. Representative Email Address: steve@farragutbusiness.com
9. Under what name will the business operate? SHOP FARRAGUT
10. Business address P.O. BOX 23583 Farragut, TN 37933
Business Telephone number 865-307-2486

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

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? NO If so, specify, where, when, and why:

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

White Realty PO Box 11028 Knoxville, TN 37939

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

Faith Lutheran

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

FHS

18. Special Occasion Event Name: Harvest Fest

Location of the special occasion event: Village Green Shopping Ctr. (parking lot)

Event Date & Times: Sunday October 30, 2022 2-6pm

Representative name & phone number: Stephen F. Krempasky 865-307-2486

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

19. Tennessee Sales Tax Number: _____

20. Town of Farragut Business License Number _____

MEETING MINUTES

SPECIAL CALLED WORKSHOP

September 6, 2022
BMA WORKSHOP

FY2023-28 Capital Investment Program Review

The Board of Mayor and Aldermen met for a special called workshop at 3:00 PM on September 6, 2022, to review the FY2023-28 Capital Investment Program.

BMA MEETING MINUTES

September 8, 2022

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, no; 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 Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Alderman Burnette, Povlin and White; no nays; Alderman Meyer was absent; motion passed.

Approval of Minutes

Motion was made to approve the minutes of August 25, 2022, as presented. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Alderman Burnette, Povlin and White; no nays; Alderman Meyer was absent; motion passed.

Mayor's Report

Daughters of the American Revolution & Constitution Week Proclamations

The Board presented the proclamations to members of the local DAR Chapters.

Farragut Municipal Planning Commission Appointments

Mayor Williams appointed Ron Pinchok to the Farragut Municipal Planning Commission.

The following are BMA appointments to Town Committees:

Farragut Museum Committee- Alderman White

Tourism Committee-Alderman Meyer

Visual Resources Review Board-Mayor Williams

Business Items

Approval of Resolution R-2022-12 Authorizing the town to participate in the Public Entity Partners Safety Partners Matching Grant Program

Motion was made to approve Resolution R-2022-12. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Povlin and White; no nays; Alderman Meyer was absent; motion passed.

Approval of Resolution R-2022-13 Authorizing the town to participate in the Public Entity Partners James L. Richardson Driver Safety Matching Grant Program

Motion was made to approve Resolution R-2022-13. Moved by Alderman Burnette, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Povlin and White; no nays; Alderman Meyer was absent; motion passed.

Approval of Resolution R-2022-14 Authorizing the town to participate in the Public Entity Partners Property Conservation Matching Grant Program

Motion was made to approve Resolution R-2022-14. Moved by Alderman Burnette, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Povlin and White; no nays; Alderman Meyer was absent; motion passed.

Approval of Resolution R-2022-15, Declaring Certain Town Property as Surplus Property

Motion was made to approve Resolution R-2022-15. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Povlin and White; no nays; Alderman Meyer was absent; motion passed.

Approval of Appointments to various Town Committees

Motion was made to appoint the following citizens to committees:

Arts & Beautification Committee: Sue-Ann Hansler & Diane Duncan
Board of Zoning Appeals: Michael Bellamy
Farragut Museum Committee: Paul Bergen
Tourism/Visitor Advisory Committee: Ron Pinchok

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

Approval of Professional Services Agreement from Crook & Company for Acquisition of Easements for Little Turkey Creek Greenway Extension

Motion was made to approve the Professional Services Agreement from Crook & Company in the amount of \$15,800. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Povlin and White; no nays; Alderman Meyer was absent; motion passed.

Approval of Change Order 10, Contract 2020-12, McFee park Phase 3 for Final Project Closeout

Motion was made to approve Change Order #10 for Contract 2020-12, McFee Park Phase 3; deduction of \$109,608.18. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Povlin and White; no nays; Alderman Meyer was absent; motion passed.

Approval of Supplement Request from Ross/Fowler PC for Additional Services Required for McFee Park Phase 3

Motion was made to approve the Supplement Request from Ross/Fowler, P.C. for \$51,200. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Povlin and White; no nays; Alderman Meyer was absent; motion passed.

Meeting adjourned at 6:41 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Karen Tindal, Tourism Manager

SUBJECT: Approval of annual contract for 2023 Tennessee Vacation Guide print and digital advertising in the amount of \$15,745.00.

INTRODUCTION: Journal Communications is the sole producer of the official Tennessee Vacation Guide which includes both print and digital advertising on an annual basis for the tourism and hospitality industry in Tennessee. This contract includes a ½ page horizontal full-color print ad. Reader response services for lead generation, a sponsored attraction listing for the Farragut Museum, a live link to the visitfarragut.org website as well as a 30 second video via the digital vacation guide version in the amount of \$10,945.00. Additional digital Destination Spotlight advertising will run for the full calendar year with includes a custom feature written specifically for Farragut in the amount of \$5,250.00. For a total contract of \$15,745.00.

BACKGROUND: Visit Farragut has utilized the official Tennessee Vacation Guide as our primary print advertising since 2018. This has been instrumental in establishing a good relationship with Journal Communications and the Tennessee Department of Tourist Development. TDTD which prints 500,000 guides a year. Guides are available to distribute to all DMO's and the 16 Tennessee Welcome Centers which have more than 15 million visitors annually. Each printed guide includes a reader response card which generates valuable leads for destinations by providing the destination with potential visitors contact information. In 2021 Visit Farragut collected 1,564 leads and we have received 1,116 leads through August 31, 2022. These leads are used to create a database of potential visitors that have already shown interest in visiting Farragut by engaging with our Tennessee Vacation Guide advertising. In addition to the print guide the digital version of the Tennessee Vacation Guide, which is optimized for mobile, tablets and desktops, sees 1.7 million page views each year. The ½ page advertising allows us to include a 30 second video with destination highlights which further increases our reach to potential visitors. The Destination Spotlight feature will be created specifically for Farragut, which leverages the already engaged audience by bringing a destination to life with a custom 1,000-word article written by an experienced digital travel writer, all content is optimized with direct links to our partner pages, external websites or social platforms and highlights the finest in our local businesses, restaurants, and attraction options.

Tennessee Vacation Guide advertising is included in FY 23 budget in account 2210 Advertising and Printing.

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 Journal Communications for \$15,745.00 for print and digital advertising in the 2023 Tennessee Vacation Guide.

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	_____	_____	_____	_____	_____

Advertiser (Bill To):
Karen Tindal
Town of Farragut
 11408 Municipal Center Drive
 Farragut, TN 37934
 865-966-7057 | ktindal@townoffarragut.org

Agency :

 Sales Rep(s)
(193) Will Zanetis
 wzanetis@jnlcom.com

Publication: Tennessee Vacation Guide
Contract Status: Proposed-Sent Out

Billing Email: ktindal@townoffarragut.org

Contract Description: Contract to include: 1/2 Page Horizontal to be included within 2023 Official Tennessee Vacation Guide (Knoxville Co-Op), Reader Response Service for Lead Generation, One Comp Approved Sponsored Attraction Photo Listing, Live Link to Website via Digital Version (hosted on TNvacation.com), 30 Second Video via Digital Version. Comp Approve Discounted Rate for 1/2 Page. Digital Offering via TNvacation.com to include: Destination Spotlight (Sponsored Content Feature) to run for calendar year of 2023. Writer to reach out to Karen for development of Feature.

PRINT

Pub / IO #	Issue	Onsale Date	Position	Description
0201 / 112163	06		ATTR	Print, 1/2 PAGE, YEARLY
Ad Close Date : 09/30/2022				
Item : DISCOUNT - COOP DISCOUNT				
Headline :				
0201 / 112162	06		SA - Photo	LISTING, Sponsor Attraction w/Photo, YEA
Ad Close Date : 09/30/2022				
Item : DISCOUNT- COMP APPROVED				
Headline : Farragut Museum				

WEB

Property / IO #	Flight Dates	Onsale Date	Position	Description
0201 / 112164	01/01/2023 to 12/31/2023			DIGITAL MAGAZINE, VIDEO
Item : ONLINE DISCOUNT -COMP APPROVE				
Headline :				
0201 / 112414	01/01/2023 to 12/31/2023			WEB Sponsored Content, Destination Spotl

Property / IO #	Flight Dates	Onsale Date	Position	Description
				Headline : Special Instructions : Writer to Reach out to Karen Tindal

Special Instructions

Total Summary

Space :	\$22,240.00
ADJ / DISC :	\$-6,495.00
Agency DISC :	\$0.00
Sales Tax :	\$0.00
Contract NET :	\$15,745.00

PLEASE NOTE OUR ADDRESS HAS CHANGED**Advertisement Terms****TERMS**

NET 30 DAYS FROM DATE OF INVOICE. Rates are net unless otherwise indicated. Finance charge at a MONTHLY RATE of 1.5% is added to contracted balance if unpaid for 30 days. This is an annual percentage rate of 18%.

Credit Card Processing Fee

All payments processed by a credit card will have a 3% processing fee added to the balance.

CONDITIONS

This is an order and authorization to secure advertising space with Journal Communications Inc.
In the event the Advertiser or Agency needs to cancel the contracted advertising space, the Advertiser or Agency is required to submit written notice of cancellation within 7 days of contract, via certified mail, to Publisher.

In the event the Advertiser or Agency fails to adhere to the deadline for submitting ad materials as stated, Publisher will run a previous ad or run the Advertiser's name and address in the space committed for the ad.

Publisher reserves the right to hold the Agency and/or Advertiser jointly and severally responsible for monies due and payable to Publisher. It is further agreed that the Agency and/or Advertiser will pay a reasonable collection/ attorney's fee in the event that it is necessary to place this account in the hands of a collection agency/attorney for collection for any reason. Venue for any disputes arising hereunder shall be at Williamson County, Tennessee. Tennessee Law shall govern all provisions of this contract. The Agency agrees that it is acting for its disclosed principal, the Client, and as such binds itself and the Client to the terms and conditions of this contract. Agency shall be liable for payment of sums due hereunder.

Publisher may look to either Agency or Advertiser for payment. Payment by Advertiser to Agency does not alleviate obligation of Advertiser to Publisher for payment in full. The Publisher is not responsible for any errors in type set by the Publisher for advertisements that have been proofed and approved by the Advertiser or its Agency.

PROOFING POLICY

A PDF color proof will be emailed for approval prior to publication for all original ads. Changes requested by the Advertiser and/or Agency on this proof will be provided at no charge, and a second proof will be emailed if requested. ***Any changes requested by the Advertiser subsequent to the second proof will be billed for production time at an hourly rate (minimum \$50).***

Journal Communications Inc. does not provide a proof for ads submitted digitally or as film. Ad content subject to Publisher's approval. It is understood the Advertiser and/or Agency has approved the material prior to its receipt. Publisher will conclude that the files are set up as Advertiser and/or Agency intends them to be produced and we will output the ad as supplied. Publisher is not responsible for the final quality of the ad. If there is a pre-press problem with the submitted digital file, any extra charges incurred will

be billed to the Advertiser and/or Agency with a detailed explanation of the problem.

Production Specifications

SUBMITTING A DIGITAL AD

For submitted digital files, our free services include checking Advertiser- and/or Agency-submitted files to ensure they meet our specifications for magazine printing. Journal Communications is not responsible for enhancing your digital files, resizing to match ad space purchased or proofreading for spelling and grammatical errors. The quality of submitted digital files is the responsibility of the submitter.

If files deviate from the size or specifications on the Digital Submission form, the files will be rejected and must be resubmitted.

Please proof your ad carefully before submission. Resubmitted files will be subject to a \$50 processing fee.

We do not provide a proof for ads we did not produce. It is understood that the files are set up as the Advertiser intended and were approved prior to submission to Journal Communications Inc.

Any extra charges incurred by Journal Communications Inc. due to problems with supplied files will be billed to the Advertiser with a detailed explanation of the problem.

ORIGINAL ADS

Journal Communications Inc. can assist in producing an original ad. Advertiser and/or Agency should provide a basic layout with all necessary materials to produce ad. The advertising salesperson will assist in this process. Journal's Ad Production division provides basic typesetting and design services for original ads free of charge. **These do not include services that an advertising agency would provide.** Journal Communications free basic typesetting and design services include:

- Typing customer-provided text
- Choosing a visually pleasing, professional font
- Placing logo and/or photos in provided layout.

Custom production work, such as cleaning up rough logos, resetting logos, drawing maps and outlining photos, can be performed at an extra charge. Custom work is billed at \$75/hour.

Custom photo work, such as feathering, fading or custom edging, can be performed at a fixed rate per photo. *Please note: All charges/rates listed are subject to change.*

FORMATTED ADS

- All ads produced by the Publisher are formatted in the style approved by the magazine client.
- Visit ads.jnlcom.com for specifications and submission guidelines.
- A low res color PDF proof will be emailed prior to publication.
- Custom production work available at an hourly rate of \$75/hour.

Please note: All charges/rates listed are subject to change.

ONLINE ADS

Visit livmedia.com/ads for submission guidelines.

LISTING ENHANCEMENTS

For enhancements that include a logo, new logos must be submitted by the materials deadline on the contract. Logos that are not received by the deadline will receive a standard logo to be determined by the Publisher.

I, _____, hereby authorize, and agree to all terms and conditions of, this contract.



6550 Carothers Pkwy • Suite 420
Franklin, Tennessee 37067
(615) 771-0080 • Fax: (615) 771-0079

Journal Communications Inc
6550 Carothers Parkway
Suite 420
Franklin, TN 37067

Contract ID : 17533
Advertiser ID : 10004278
P.O : NONE

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

BACKGROUND: Currently McFee courts (tennis, pickleball) are available to reserve during the field/court allocation process by any organized group or club. Field/court allocation happens in January for the spring/summer season and June for the fall/winter season by any organized group. At the August 11 Board of Mayor and Aldermen meeting, a recommendation was presented from the Parks & Athletics Council that would prohibit anyone other than schools located in the Town of Farragut from renting the courts through this allocation or the pre-pay process and that these schools could rent no later than 6:30 p.m. each day to allow for community use in the evenings. During the citizen comment period of this agenda item, it was requested that this recommendation be revisited because home tennis matches cannot be finished by 6:30 p.m. due to the limit of four courts for play. The request was that on nights that there are school matches that the deadline be extended to allow for all matches to be played but no later than the normal ending hour of 9:30 p.m.

DISCUSSION: At their Sept. 13 meeting, the Parks & Athletics Council voted unanimously to recommend the following changes to the rental regulations for field allocation:

- The field allocation policy for tennis/pickleball courts prohibits anyone other than schools located in the Town of Farragut to take part in the process.
- Rentals by these schools are only allowed until 6:30 p.m. with the following exceptions:
 - Extended play would be allowed for up to a total of ten (10) days for regular high school tennis matches but play would never extend past 9:30 p.m. and
 - Extended play would be allowed for a total of two (2) additional days for high school post season tournament play only (if needed) but play would never extend past 9:30 p.m.
- This change would not affect tournament requests that meet the tournament guidelines for tourism.

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.

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: Brannon Tupper, PE, Assistant Town Engineer

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

INTRODUCTION: The purpose of this item is consideration of 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 surely the most heavily trafficked pedestrian crosswalks in the Town. The intent of the project is to install stamped and colored crosswalks to increase visibility and pedestrian safety while providing an aesthetic enhancement to the Kingston Pike corridor.

DISCUSSION: We received one bid on September 9, 2022, from Duracap Asphalt Paving Co. Inc. for a total of \$258,156. Duracap, teamed with a qualified installer StreetScapes, Inc, will provide the project management for safety and coordination while StreetScapes performs the colored stamp application. Duracap has successfully completed several projects in Town recently including resurfacing of McFee Road in 2021 and Kingston Pike in 2022. Staff is pleased to recommend award of the contract to Duracap Asphalt Paving Co. Inc.

FINANCIAL SECTION:

Account Number: 310-43910-9000

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$250,000	\$258,156	\$0	\$0

Approved By: A. Myers

As this project is \$8,156 over the allocated budget, it will be included in an end of year budget amendment once all expenditures for FY2023 have been finalized.

RECOMMENDATION BY: Brannon Tupper, PE, Assistant Town Engineer

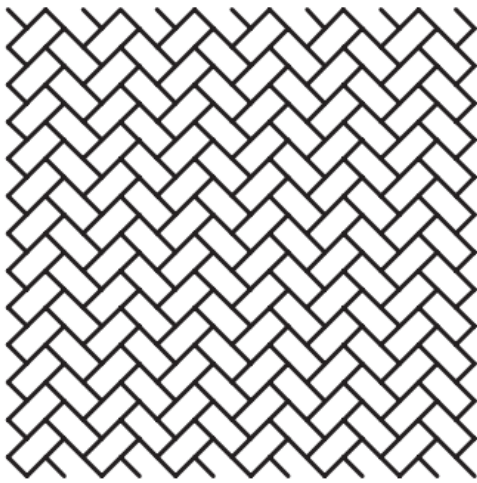
PROPOSED MOTION: Approval of the award of Contract 2023-06, Kingston Pike Pedestrian Crosswalk Improvements, to Duracap Asphalt Paving Co. Inc. for \$258,156.

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	_____	_____	_____	_____	_____

Impressed surface
system



Diagonal
Herringbone



CUMBERLAND AVENUE



**UNIVERSITY OF TENNESSEE:
PAT SUMMIT STATUE AT THOMPSON-BOLING ARENA**



DOWNTOWN LENOIR CITY



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Contract with Tennessee Department of Transportation for Development of Virtue Road Phase 2 Improvements.

INTRODUCTION: The purpose of this item is approval of an agreement with the Tennessee Department of Transportation for development of a project to reconstruct Virtue Road from 1200 feet south of Needlegrass Lane to Willow Cove Way at Boyd Station Road.

BACKGROUND: The Town completed Phase 1 of the Virtue Road improvements in March of 2022, which included reconstruction of Virtue Road from Kingston Pike to 1200 feet south of Needlegrass Lane (Brookmere Subdivision). Phase 2 improvements will extend this reconstruction to Willow Cove Way at Boyd Station Road by widening to two 11' lanes with curb & gutter. The project will also include a 10' shared use path connection from Turkey Creek Road to the planned greenway at the Grove at Boyd Station greenway (see attached map). The southern terminus near Willow Cove Way will tie to the proposed improvement of Boyd Station Road to be completed as part of the Grove at Boyd Station residential development.

DISCUSSION: This project includes federal funding provided through the Knoxville Regional Transportation Planning Organization (KRTPO) during three funding periods of the Transportation Improvement Program (TIP). Currently, the PE-NEPA and PE-Design phases of this project are funded in the FY2020-23 Transportation Improvement Program (TIP). The Draft FY2023-26 TIP includes funding for the Right of Way acquisition phase. We will request federal funding for the Construction phase in the FY2026-29 TIP. Anticipated funding requirements for the various phases are as follows:

PE-NEPA: \$316,800 federal/\$79,200 local (in current FY2020-23 TIP)

PE-Design: \$292,800 federal/\$73,200 local (in current FY2020-23 TIP)

ROW: \$740,000 federal/\$185,000 local (in Draft 2023-26 TIP)

Const.: \$5,296,800 federal/\$1,324,200 local (to be requested in the FY2026-29 TIP)

Once the attached agreement is fully executed, we will proceed with the early phases of project development.

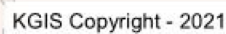
RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of TDOT contract for development of the Virtue Road Phase 2 project.

BOARD ACTION:

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

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



1200 Feet South of Needlegrass Lane to Willow Cove Way

Printed: 9/8/2021 at 5:21:04 PM

A horizontal number line with tick marks at 0, 390, 780, and 1,560. The segment between 390 and 780 is highlighted in white, while the segments from 0 to 390 and from 780 to 1,560 are black. The unit 'ft' is written below the line.

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



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

August 11, 2022

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

Re: Virtue Road/ Boyd Station Road, From South of Needlegrass Lane to Willow Cove Way
Farragut, Knox County
PIN: 132927.00
Federal Project Number: STP-M-9109(195)
State Project Number: 47LPLM-F3-216
Contract Number: 220153

Dear Mayor Williams:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

If you have any questions or need any additional information, please contact Erin Rakus at 615-531-1191 or erin.rakus@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Kimery Grant".

Kimery Grant
Transportation Manager 2

Attachment

Agreement Number: 220153
Project Identification Number: 132927.00
Federal Project Number: STP-M-9109(195)
State Project Number: 47LPLM-F3-216
State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

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

"Virtue Road/ Boyd Station Road, From South of Needlegrass Lane to Willow Cove Way"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

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

A.2 Modifications and Additions:

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

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	Agency	Agency

Utility Coordination by: **Agency** **Agency**

Construction by: **Agency** **Agency**

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

B.2 Completion Date:

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending **five (5) years from the fully executed date**. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by **three (3) years from the fully executed date**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

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

B.4 Plans and Specifications

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

B.5 Right-of-Way

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

B.6 Approval of the Construction Phase

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

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

B.7 Detours

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

B.8 Utilities

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

B.9 Railroad

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

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

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

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

C.2 Eligible Costs:

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

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

C.3 Limits on Federal and State Participation:

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

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

C.4 Payment Methodology:

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

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

C.5 The Department's Obligations:

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

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible

costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

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

2) **Litigation:**

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

3) **Approval by Department:**

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

4) **Conflict of Interests:**

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

5) **Default:**

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

C.6 Final Invoices:

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

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

C.7 Offset:

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

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.

Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

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

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

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

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

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

D.3 State Law:

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

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

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

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

D.5 Appropriations of Funds:

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

D.6 Rights and Remedies Not Waived:

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

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

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

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a

principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

D.9 Maintenance:

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

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

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

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

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

D.11 Tennessee Department of Transportation Debarment and Suspension:

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

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

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

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

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

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

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

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

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

D.13 Equal Employment Opportunity:

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

Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

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

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

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

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

D.16 Conflicts of Interest:

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

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

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

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

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

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of

any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

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

D.20 Inspection:

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

D.21 Annual Report and Audit:

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

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation

for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

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

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

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

D.25 Agreement Format:

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

D.26 Certification Regarding Third Party Contracts:

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

D.27 Amendment:

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

D.28 State Liability:

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

D.29 Force Majeure:

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

D.30 Required Approvals:

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

D.31 Estimated Cost:

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

D.32 Third Party Liability:

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

D.33 Deposits:

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

D.34 Department Activities:

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

D.35 Congestion Mitigation and Air Quality Requirement:

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

D.36 Investment of Public Funds:

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

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

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

D.37 Federal Funding Accountability and Transparency Act:

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

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

TOWN OF FARRAGUT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

B

Signature:

Email: rwilliams@townoffarragut.org

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

B

Signature:

Email: tomhale@kramer-rayson.com

Email: TDOT.Legal.Attorneys@tn.gov

E

Signature:

Email: jeff.c.jones@tn.gov

EXHIBIT "A"

AGREEMENT #: 220153

PROJECT IDENTIFICATION #: 132927.00

FEDERAL PROJECT #: STP-M-9109(195)

STATE PROJECT #: 47LPLM-F3-216

PROJECT DESCRIPTION: Virtue Road/ Boyd Station Road, From South of Needlegrass Lane to Willow Cove Way; Widen Virtue Road to two 11' lanes with curb and gutter, from Virtue Road (end of current Phase 1 improvements) to Boyd Station Road. The project will also include multi-use trail that will provide an important link to existing facilities on Virtue Road and Boyd Station Road.

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

TYPE OF WORK: Widen

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	STBG-L	80		20	\$396,000.00
PE-DESIGN	STBG-L	80		20	\$366,000.00
RIGHT-OF-WAY	LOCAL			100	\$925,000.00
CONSTRUCTION	LOCAL			100	\$5,892,690.00
CEI	LOCAL			100	\$662,100.00
TDOT ES	LOCAL			100	\$66,210.00

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

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

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

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

SUBJECT: Approval of Appointment to the Farragut Education Relations Committee

INTRODUCTION: The purpose of this business item is to appoint an applicant to the Farragut Education Relations Committee. This appointment is to fill a mid-year vacancy.

DISCUSSION: Michelle Morrow has applied to fill a mid-year vacancy on the Farragut Education Relations Committee after Wendy Stiles had to resign from the committee due to scheduling conflicts. Michelle Morrow has attended multiple Farragut Education Relations Committee meetings as a guest and as a proxy for absent members per the charter rules.

RECOMMENDATION BY: Jennifer Hatmaker, Executive Assistant / Risk Manager, for approval.

PROPOSED MOTION: To appoint Michelle Morrow to the Farragut Education Relations Committee.

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	_____	_____	_____	_____	_____



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Michelle Morrow
Address 841 Brochardt Blvd Farragut, TN Zip 37934
Home Phone 919-451-2152 Business Phone _____
Fax n/a E-mail mgmmorrow@gmail.com
Occupation Mother/Volunteer
Education BA in Elementary Education; M.Ed in Divergent Learning; Master's in School A

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

As a citizen of Farragut, I want to work to better the citizen experience, develop a town citizens are proud to call home and continue to build a desirable town for new residents to Tennessee like I was in 2015. I currently serve on the Farragut Education Relations Committee as well as the Farragut Intermediate School PTO Board.

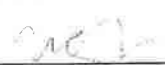
Intro to Farragut Program Graduate Yes ☐ No ☒

Indicate which Committee you are interested in serving:

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

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

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

Signature  Date 5/8/2022