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

AGENDA
December 8, 2022

WORKSHOP
4:45 PM

BEER BOARD
5:45 PM

BMA MEETING
6:00 PM

I. Roll Call

II. Approval of Agenda

III. Approval of Minutes

- **A.** November 10, 2022

IV. Mayor's Report

- **A.** Farragut High School Marching Band Proclamation
- **B.** Farragut Middle School Dance Team Proclamation
- **C.** Farragut High School Dance Team Proclamation

V. Ordinances

A. Public Notice and Second Reading

1. Ordinance 22-14, an Ordinance of the Town of Farragut, Tennessee Amending Farragut Municipal Code Chapter 8, Businesses, by Adding Article 3, Mobile Food Vending Permit

2. Ordinance 22-13, an Ordinance to Amend the Text of the Farragut Zoning Ordinance, Ordinance 86-16, as Amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, By Amending

the Farragut Municipal Code, Appendix A., Zoning, Chapter 4., Section XXIV. Special Event Permit and Section XXIX, Grand Opening Special Event Permit

B. First Reading

1. **Ordinance 22-12**, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 2., Definitions., to define Ballfield, and Chapter 4., General Provisions and Exceptions, Section XIII., Outdoor Site Lighting, Subsection A., to clarify street lighting provisions, establish where ballfield lighting may be provided, and prohibit lighting that would be a nuisance due to uncontrolled glare on any adjacent properties, rights-of-ways, access easements, or driveways (Farragut Neighborhood Preservation Partnership, Applicant)

2. **Ordinance 22-17,** Ordinance to amend the Equipment Fund FY23 Budget, passed by Ordinance 22-09

VI. Business Items

A. Approval of variance of 122 feet from the distance between driveways and 65 feet from the distance between driveways and intersections requirements for collector streets, as provided for in the Driveways and Other Access Ways Ordinance, for a proposed single-family residence at 221 S. Hobbs Road (Red Door Homes, Applicant)

B. Approval of Resolution R-2022-18, Participation with Omnia Partners Cooperative Purchasing

C. Approval of Sourcewell Bids for two (2) John Deere 1570 Terrain Cut 4WD Lawnmower

D. Approval of Grant Contract between the State of Tennessee, Department of Environment and Conservation and the Town of Farragut for Stormwater Infrastructure

E. Approval of Bids and Award of Contract 2023-09, McFee Park Mountain Bike Trail

F. Approval of Purchase for One (1) 2023 Chevy Traverse

VII. Town Administrator's Report

VIII. Town Attorney's Report

IX. Citizens Forum

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

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

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

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

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

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

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

December 8, 2022

WORKSHOP

Trevor Hobbs presented the draft of the Economic Development Strategic Plan Framework.

REGULAR MEETING

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 additional to staff and members of the press.

Approval of Agenda

Motion was made to approve the amended agenda, adding item VI.G. Approval of the grant contract between the State of Tennessee, Department of Tourist Development, and the Town of Farragut for tourism development. Moved by Alderman Povlin, 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 November 10, 2022, as presented. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Mayor's Report

Vice-Mayor Povlin read the proclamations honoring the following groups:
Farragut High School Marching Band Proclamation
Farragut Middle School Dance Team Proclamation
Farragut High School Dance Team Proclamation

Ordinances

Public Notice and Second Reading

Ordinance 22-14, an Ordinance of the Town of Farragut, Tennessee Amending Farragut Municipal Code Chapter 8, Businesses, by Adding Article 3, Mobile Food Vending Permit

Motion was made to approve Ordinance 22-14 on second and final reading. 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.

Ordinance 22-13, an Ordinance to Amend the Text of the Farragut Zoning Ordinance, Ordinance 86-16, as Amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, By Amending the Farragut Municipal Code, Appendix A., Zoning, Chapter 4., Section XXIV. Special Event Permit and Section XXIX, Grand Opening Special Event Permit

Motion was made to approve Ordinance 22-13 on second and final reading. 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.

First Reading

Ordinance 22-12, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 2., Definitions., to define Ballfield, and Chapter 4., General Provisions and Exceptions, Section XIII., Outdoor Site Lighting, Subsection A., to clarify street lighting provisions, establish where ballfield lighting may be provided, and prohibit lighting that would be a nuisance due to uncontrolled glare on any adjacent properties, rights-of-ways, access easements, or driveways (Farragut Neighborhood Preservation Partnership, Applicant)

Motion was made to approve Ordinance 22-12 on first reading. After some discussion Alderman Povlin called the question, seconded by Mayor Williams. Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Moved by Alderman Povlin, seconded by Alderman Burnette to approve Ordinance 22-12 on first reading; roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, no; Mayor Williams, yes; motion passed.

Ordinance 22-17, Ordinance to amend the Equipment Fund FY23 Budget, passed by Ordinance 22-09

Motion was made to approve Ordinance 22-17 on first reading. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Business Items

Approval of variance of 122 feet from the distance between driveways and 65 feet from the distance between driveways and intersections requirements for collector streets, as provided for in the Driveways and Other Access Ways Ordinance, for a proposed single-family residence at 221 S. Hobbs Road (Red Door Homes, Applicant)

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

Approval of Resolution R-2022-18, Participation with Omnia Partners Cooperative Purchasing

Motion was made to approve Resolution R-2022-18. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Sourcewell Bids for two (2) John Deere 1570 Terrain Cut 4WD Lawnmower

Motion was made to approve the purchase of two John Deere 1570 Terrain Cut 4WD Lawnmowers in the amount of $70,620.54. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Grant Contract between the State of Tennessee, Department of Environment and Conservation and the Town of Farragut for Stormwater Infrastructure

Motion was made to approve the Grant Contract with State of Tennessee, Department of Environment and Conservation, for $1,721,566 for stormwater improvement projects. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Bids and Award of Contract 2023-09, McFee Park Mountain Bike Trail

Motion was made to approve contract 2023-09, McFee Park Mountain Bike Trail, to Contour Trail Design Company in the amount of $91,615. Moved by Alderman Meyer, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Purchase for One (1) 2023 Chevy Traverse

Motion was made to approve the purchase of a 2023 Chevy Traverse from Wilson County Motors through the TN State Contract #209 in the amount of $28,816. Moved by Alderman Burnette, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of the grant contract between the State of Tennessee, Department of Tourist Development, and the Town of Farragut for tourism development

Motion was made to approve the Approval of the grant contract between the State of Tennessee, Department of Tourist Development, and the Town of Farragut for tourism development in the amount of $237,500 over a 5-year period. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Town Administrator's Report

David Smoak announced that the Town Hall would be closed December 23 and 26 for the Christmas Holiday.

Meeting adjourned at 7:35 PM.

Mayor Ron Williams

Ron Williams, Mayor

Allison Myers

Allison Myers, Town Recorder

TOWN OF FARRAGUT
Economic Development Strategic Plan Framework
2022

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

MISSION: Our mission is to attract and support businesses that enhance Farragut's quality of life and increase economic development opportunities for the Town.

CRITICAL SUCCESS FACTORS

1. Enhancing Local Revenues & Financial Position

Because the Town's financial model is heavily dependent on retail, tourism, and service industry revenues, as local businesses thrive, the Town's local revenues increase, enabling the Town to provide quality services to the community, making it an attractive home for families and businesses alike.

Priority Initiatives

- Shop Farragut program provides special events that promote local businesses.
- Visit Farragut Program attracts visitors to local retail, dining, entertainment, and lodging businesses.
- Town staff pursue grants to off-set general fund expenditures
- Visit Farragut promotes local retail, dining, entertainment, and hospitality-oriented businesses.

2. Building Community & Creating a Sense of Place

Farragut is a vibrant, social community with attractive physical spaces with the capacity for community gatherings, special events, and activities. When commercial, recreational, and entertainment-oriented spaces have the capacity for gathering people, they are more attractive to residents, visitors, and prospective businesses.

Priority Initiatives

- Installation of pedestrian crosswalks in Town Center district.
- Shop Farragut program, the Town, and local partners collaborate to provide and promote a variety of special events that attract visitors and residents to commercial and cultural activity hubs.
- Develop a wayfinding signage and placemaking plan
- Finish renovations for the Campbell Station Inn.

3. Supporting & Retaining Existing Businesses

Farragut has a reputation for providing excellent service to businesses through partnerships with local organizations that make Farragut an attractive home for retail, dining, service, and entertainment-oriented businesses.

Priority Initiatives

- Farragut West Knox Chamber of Commerce provides business support through referrals, ribbon cuttings, networking events, and educational programming
- Shop Farragut grand opening sign program
- Shop Farragut, the Town, and local partners collaborate to provide and promote a variety of special events that attract visitors and residents to commercial and cultural activity hubs.
- Shop Farragut "Town Sampler"
- Shop Farragut holiday program
- Business Liaison provides business support, education, and referrals to resources.

4. Attracting & Recruiting New Businesses

The Town attracts unique, high-quality retail, dining, service, and entertainment-oriented businesses that provide for the needs of residents and visitors.

Priority Initiatives

- Develop a retail recruitment plan
- Farragut West Knox Chamber of Commerce sends referrals to Town staff of prospective business operators
- Work with developers to facilitate the selection of unique, high-quality businesses
- Establish an Entertainment District task force to identify businesses that will improve offerings in the Town's Entertainment district
- Promote Farragut/Turkey Creek as the Best Shopping and Dining in East Tennessee
- Distribute Farragut Business Development Guide
- Participate in the Tennessee Retail Alliance and ICSC conferences

5. Promoting our Community Assets

The Town of Farragut collaborates with local partners to promote the community as a high-quality residential community, and the region's premier destination for shopping, dining, entertainment, and lodging.

Priority Initiatives

- Visit Farragut marketing initiatives to social media, website, and print to promote local businesses, events, and other cultural assets
- Visit Farragut deploys its Mobile Visitor Center to engage with visitors and community members
- The Farragut West Knox Chamber of Commerce publishes an annual directory and relocation guide
- Shop Farragut program, the Town, and local partners collaborate to provide and promote a variety of special events that attract visitors and residents to commercial and cultural activity hubs.
- Develop Visit Farragut ambassador program and provide training to increase word of mouth advertising of local retail, dining, service, and entertainment-oriented business.
- Visit Farragut, Shop Farragut program, and Farragut West Knox Chamber of Commerce collaborate to promote "Find it in Farragut" marketing campaign to encourage resident and visitor shopping, dining, and patronage of Farragut businesses.

ECONOMIC DEVELOPMENT		CRITICAL SUCCESS FACTOR		

1. Enhancing Local Revenues & Financial Position

Background: The intent of this critical success factor is to bring focus to the Town's revenues and the factors that influence them over time. Because the Town's financial model is heavily dependent on retail, tourism, and service industry related revenues, the Town has an interest in identifying projects, initiatives, and programs that directly influence these key sources of revenue.

KEY RESULTS				
Local Sales Tax Revenue has Increased.	Mixed Drink Tax Revenue has Increased.	Tourism Fund Revenue has increased.	The Town's Unassigned Fund Balance has Increased.	The Town's Grant Funding has Increased.
PERFORMANCE INDICATORS				
Local Sales Tax Revenue- The total dollar amount remitted to the Town of Farragut for Local Option Sales Tax, calculated monthly. ***Retail Occupancy Rate***- The percentage of tenant spaces in both commercial and office zones occupied by a business the majority of whose sales transactions involve sales tax, calculated quarterly. ***Commercial Occupancy Rate***- The percentage of all tenant spaces located in commercial and office districts which are occupied by a business, calculated quarterly.	***Mixed Drink Tax Revenue***- The total dollar amount remitted to the Town of Farragut from the liquor by the drink tax, calculated monthly.	***Tourism Fund Revenue***- The total dollar amount remitted to the Town of Farragut from the hotel occupancy tax, calculated monthly.	***TOF Unassigned Fund Balance as a percentage of Total Revenue***- The percentage of total expenditures in a given fiscal year budget held in the unassigned fund balance, calculated per fiscal year.	***TOF Grant Funding***- The total dollar amount received by the Town from federal, state, and other grants, calculated per fiscal year.
PROJECTS & INITIATIVES				
• Shop Farragut Program • Visit Farragut Business Spotlights • Providing Quality Community Events •	• Distribute Visit Farragut Dining Guide w/ Quarterly Happenings insert	• Driving traffic from Visit Farragut webpage to local hotel booking sites through "Plan Your Stay" feature • Advertisement in Tennessee Vacation Guide • Providing Quality Community Events to attract visitors to stay in Farragut	**All economic development activities drive revenue to facilitate a growth in the Unassigned Fund Balance**	• Town of Farragut staff apply for grants for tourism, parks & recreation, and engineering projects to off-set general fund expenditures

CRITICAL SUCCESS FACTOR				

2. Building Community & Creating a Sense of Place

Background: The intent of this critical success factor is to bring focus to creating a vibrant social community with attractive physical spaces that allow for community gathering, public events, and activities. The Town recognizes that the positive culture and social bonds of a community are products of the physical gathering spaces where people meet, eat, share ideas, and celebrate together. When commercial, recreational, and entertainment-oriented spaces have the capacity for bringing people together, they will be more attractive to residents, visitors, and additional or prospective businesses, and will be of greater value to consumers.

KEY RESULTS				
Farragut has a defined Town Center District with unique dining, shopping, and entertainment opportunities.	Farragut has a safe pedestrian network that connects neighborhoods and commercial activity hubs.	Farragut has achieved the Tree City USA designation.	Farragut has a zoning ordinance that promotes and prioritizes retail development in established commercial districts.	The Farragut community offers a wide variety of daytime, evening, weekday, and weekend social, cultural, civic, and entertainment opportunities, produced by the Town, partners, private organizations, and businesses
PERFORMANCE INDICATORS				
	Pedestrian Connectivity- The total number of individual links of pedestrian facility throughout the Town's Pedestrian Connectivity Plan, calculated annually.	***Tree City USA Status***- The Town of Farragut's status as a member of the Tree City USA organization, audited annually.	***Retail Occupancy Rate-*** The percentage of tenant spaces in both commercial and office zones occupied by a business the majority of whose sales transactions involve sales tax.	***Local Sales Tax Revenue, Tourism Fund Revenue, Mixed Drink Tax Revenue, Commercial Occupancy Rate, Retail Occupancy Rate***
PROJECTS & INITIATIVES				
• Installation of decorative pedestrian facilities along Kingston Pike/Town Center corridor • Promote Architectural Design Standards requirement for 75% brick construction in Town Center district • Engage with developers and property owners to recruit unique retail, restaurant, and entertainment businesses to Town Center District • Construct public restroom at Town Center	• Installation of decorative pedestrian facilities along Kingston Pike/Town Center corridor • Install decorative street lighting in Town Center District • Pending traffic study, Install traffic signal and pedestrian facility at Jamestown Blvd./N. Campbell Station Rd. • Construct additional greenway trails/pedestrian facilities throughout the Town to expand the pedestrian network	• Draft Tree Protection Ordinance • Create Tree Board • Apply for Tree City USA membership	• Evaluate language in zoning district to evaluate opportunities to amend permitted uses to promote and prioritize sales tax	• Provide quality community events (see CSF 4) • Promote special event ordinance to educate business and non-profit organizations of their opportunities to host special events (see CSF 4)

CRITICAL SUCCESS FACTOR

3. Supporting & Retaining Existing Businesses

Background: The intent of this critical success factor is to continually improve the Town's reputation for business development and make it easier to operating a businesses in Farragut, and thereby make Farragut an attractive home for retail, dining, service, and entertainment-oriented businesses. With the Town's financial model prioritizing sales tax and other business-related revenues in the absence of a property tax, alongside a desire to maintain a high quality of life for the community, promoting local retail, tourism, and service- oriented businesses in Farragut is critical to the long-term prosperity of the community.

KEY RESULTS						
The Town's Commercial Occupancy Rate has increased	The Town's Retail Occupancy Rate has Increased.	Community Development Dept. Customer Satisfaction Rating has increased.	The % of Town businesses who are members of the FWKCC has increased.	FWKCC Membership has increased.	The percentage of Town businesses who participate in the FBA's programs has increased.	
PERFORMANCE INDICATORS						
Commercial Occupancy Rate	**Retail Occupancy Rate**	**Community Development Customer Satisfaction Rating**	***Farragut Business Members of FWKCC***- The percentage of Farragut businesses who are members of the Farragut West Knox Chamber of Commerce.	***FWKCC Membership***- The total number of members of the Farragut West Knox Chamber of Commerce.	**Businesses participate in Town Sampler** **Businesses place Shop Farragut decal on window** **Businesses share specials/content to be promoted by FBA**	
PROJECTS & INITIATIVES						
	• Develop a retail recruitment plan • Staff contact prospective businesses to promote locating in Farragut	- CD Dept. provide instructional videos for core processes - Town Staff provide pre-project consultations - FWKCC partners with Town to provide support and educational opportunities for business owners - CD Dept. to evaluate permitting process and identify opportunities to improve user experience	• FBA & FWKCC Monthly meeting with town staff to share new starts • Shared business directory (FBA & FWKCC)	• FWKCC and Business Liaison share business contacts to promote joining FWKCC • FWKCC holds networking events, ribbon cuttings, and new member orientations	• FBA- Town Sampler • FBA- Place Shop Farragut decals on shop windows	

CRITICAL SUCCESS FACTOR					
4. Attracting & Recruiting New Businesses *Background:* The purpose of this critical success factor is to highlight the importance of maintaining an attractive community where businesses want to be located. While the Town has limited influence over the types of businesses that operate in Farragut, we acknowledge the importance of knowing the types and kinds of businesses that will provide for the needs of residents while also being attractive to visitors. With the Town's financial model prioritizing sales tax and other business-related revenues in the absence of a property tax, alongside a desire to maintain a high quality of life for the residential community, promoting local retail, tourism, and service- oriented businesses in Farragut is critical to the long-term prosperity of the community.					
KEY RESULTS					
Farragut has a mix of retail, dining, entertainment, and hospitality oriented businesses that are attractive to residents and visitors alike.			Commercial Occupancy Rate has increased.	Retail Occupancy Rates has increased.	New businesses have opened in the Town
PERFORMANCE INDICATORS					
			Commercial Occupancy Rate	**Retail Occupancy Rate**	**Commercial Certificates of Occupancy Issued** **New Business Starts** **Business Privilege Licenses Issued**
PROJECTS & INITIATIVES					
•	•	•		•	•

<table>
<tr><th colspan="5">CRITICAL SUCCESS FACTOR</th></tr>
<tr><td colspan="5">5. Promoting our Community Asssets

Background: The intent of this critical success factor is to bring focus to the need to tell the story of what is happening in Farragut. We first tell our story to our own community, then to our neighbors, and to those who don’t know we exist. In this way, we promote our community as the region’s premier location for shopping, dining, and entertainment for residents and visitors. Those who already know Farragut will enjoy being part of the story-telling process by shopping locally and sharing the Town’s story, helping attract visitors who will have an excellent experience while they’re here, and tell the story in their own communities. And those who don’t know about Farragut will learn about us and want to visit Farragut for themselves.</td></tr>
<tr><th colspan="5">KEY RESULTS</th></tr>
<tr><td>Farragut is recognized as a premier regional destination for retail, dining, entertainment, and hospitality-oriented businesses.</td><td>The number of unique visits to the Visit Farragut website have increased.

Visit Farragut Time on Site has increased for all website visitors.</td><td>FBA, VF, and FWKCC social media engagement has increased.

VF & FBA social media content is related to Farragut businesses</td><td>Sales Tax Revenue has increased

Mixed Drink Tax Revenue has increased</td><td>The total number of visits to the Town of Farragut have increased.</td></tr>
<tr><th colspan="5">PERFORMANCE INDICATORS</th></tr>
<tr><td></td><td>Visit Farragut Total Website Visits- The total number of unique VF website users.

Visit Farragut Website Time on Site- The average length of time VF website users stay on the VF website.</td><td>Farragut Business Content Share Request- The number of social media posts that local businesses ask the FBA or VF to share or re-post.</td><td>Sales Tax Revenue

Mixed Drink Tax Revenue</td><td>Total Number of Visitors

Hotel Occupancy Rate

Hotel Average Length of Stay-

Special Event Attendance</td></tr>
<tr><th colspan="5">PROJECTS & INITIATIVES</th></tr>
<tr><td>•</td><td>• VF curates engaging website content
• VF stories landing page</td><td>• VF promotes Farragut Businesses through Social Media content
• FBA promotes local businesses through social media content</td><td>• VF promotes local business specials, events, and promotions
• FBA promotes local business specials, events, and promotions
• VF drink trail promotion
• Mobile Visitor Center deployments
• Distribution of collateral from local businesses, dining guides, etc.</td><td>• VF Ambassador program
• Training of hotel staff
• VF stories landing page promotes staying in Farragut
• VF stays page promotes local hotels
• VF state of TN destinations spotlight advertisement of Farragut</td></tr>
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FARRAGUT BEER BOARD
December 8, 2022
5:45 PM

I. Approval of Minutes
   A. November 10, 2022

II. Beer Permit
   A. Approval of Class 5, Off Premise Beer Permit for Las Michoacanas Tienda, 11145 Kingston Pike
   B. Approval of Class 1, On Premise Beer Permit for CM Chicken, 115 Brooklawn Street

FARRAGUT BEER BOARD

November 10, 2022

5:45 PM

Approval of Minutes

Motion was made to approve the minutes of September 22, 2022, as presented. Moved by Alderman Povlin, seconded by Mayor Williams; voting yes, Aldermen Burnette, Meyer, Povlin and White; Mayor Williams abstained; no nays; motion passed.

Beer Permit Hearing

Hearing to address Daddy Mac's Down Home Dive, 11335 Campbell Lakes Drive, beer permit violation(s) of Town of Farragut Code of Ordinances § 4-1 et seq.

A motion was made to give a penalty of $500 for violation for selling beer to a minor or a 14-day suspension if not paid within 7 days. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

____

Drew Burnette, Chairman

____

Allison Myers, Town Recorder

AGENDA NUMBER II.A. MEETING DATE December 8, 2022

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 5, Off-Premise Beer Permit for Las Michoacanas Tienda, 11145 Kingston Pike Suite 130

DISCUSSION:

The purpose of this agenda item is the approval of a Class 5, Off-Premise Beer Permit for Las Michoacanas Tienda, 11145 Kingston Pike Suite 130.

The applications and information are in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 5, Off-Premise Beer Permit for Las Michoacanas Tienda, 11145 Kingston Pike Suite 130.

BOARD ACTION:

MOTION BY:________________________________ **SECONDED BY:**__________________________________

VOTE/TOTAL	WILLIAMS	BURNETTE	POVLIN	MEYER	WHITE
YES	_______	_________	_________	_______	_______
NO	_______	_________	_________	_______	_______
ABSTAIN	_______	_________	_________	_______	_______

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) Arturo Leon
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: ____
7. Date of Birth 02-17-70 Home Telephone Number ____
   Business Telephone Number (865) 671-4763 Social Security Number ____
8. Representative Email Address: Orturoleon35@hotmail.com
9. Under what name will the business operate? Las Michoacanas ~~store~~ Tienda
10. Business address 11145 Kingston Pike 130
    Business Telephone number (865) 671-4763

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town: arturoleon35@hotmail.com 129 Farlow dr Knoxville TN. 37934

12. Information of any manager, other than the applicant:
Name: ~~Carlos Bernd~~ Manuel Leo Birth Date: 03-08-94
Address: 505 Hickory woods Rd Knoxville TN 37934
Phone Number: (865) 406-7615

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:
Arturo Leon 129 Farlow dr Knoxville TN 37934

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

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

18. Special Occasion Event Name: ~~[illegible]~~ The Reserve at Bluebird Hill
Location of the special occasion event: 1413 Midway Rd Lenoir City TN 37772
Event Date & Times: NA
Representative name & phone number: NA
Have you received a special event permit to hold the event in the Town of Farragut? NA.

19. Tennessee Sales Tax Number: 1002163133-52C

20. Town of Farragut Business License Number 4084

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

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

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

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

____

Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 7 day of November, 2022

____

Notary Public

My Commission Expires: 2/2/25

SHANNON LEIGH YOUNG STATE OF TENNESSEE NOTARY PUBLIC

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

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

FOR OFFICE USE ONLY

Application is hereby: Approved ______ Denied ______

On this date: ______________, 20__

______________________ ______________________

Beer Board Chairman Town Recorder

AGENDA NUMBER II.B. **MEETING DATE December 8, 2022**

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 1, On Premise Beer Permit for CM Chicken, 115 Brooklawn Street

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DISCUSSION: The purpose of this agenda item is the approval of a Class 1, On Premise Beer Permit for CM Chicken, 115 Brooklawn Street

The applications and information are in order.

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

PROPOSED MOTION:
To approve a Class 1, On Premise Beer Permit for CM Chicken, 115 Brooklawn Street

BOARD ACTION:

MOTION BY:________________________________ SECONDED BY:__________________________________

VOTE/TOTAL	WILLIAMS	BURNETTE	POVLIN	MEYER	WHITE
YES	_______	_________	_________	_______	_______
NO	_______	_________	_________	_______	_______
ABSTAIN	_______	_________	_________	_______	_______

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 __V__ 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) ____
   JIN KAK KIM
   YU CHAN
   LINXI HE
4. Type of applicant (check one):
   Person ____ Firm ____ Corporation __V__ 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:
   JIN KAK KIM/ 275 WEDGEWOOD DR, LENOIR CITY, TN 37772,
   YU CHAN/ 10145 SEA CANDLES WAY APT 111, KNOXVILLE TN 37932,
   LINXI HE/ 3150 LAKE BROOK BLVD, KNOXVILLE TN 37909,
6. Applicant's present home address:
   Please see above #5
7. Date of Birth Please see above #5　Home Telephone Number ____
   Business Telephone Number 865-392-1060　Social Security Number Please see above #5
8. Representative Email Address: cmchickenknoxville@gmail.com
9. Under what name will the business operate? CM CHICKEN (Legal name: CHAEUM INC)
10. Business address 115 Brooklawn St, Farragut, TN 37934
    Business Telephone number 865-392-1060　cell 865-206-0605

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:
HAK JOON JEONG, cloe@jisecpa.com
392 Harding PL STE 240, Nashville, TN 37211

12. Information of any manager, other than the applicant:
Name: N/A 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 _V_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:
Crossroad West Properties LLC/ 8200 Kingston Pike Knoxville TN 37919

16. What is the name and address of the Church (or other place of worship) nearest to your business?
Faith Lutheran Church / 225 Jamestowne Blvd. Knoxville TN 37934

17. What is the name and address of the school nearest to your business?
Farragut High School / 11237 Kingston Pike, Knoxville TN 37934

18. Special Occasion Event Name: N/A
Location of the special occasion event: ____
Event Date & Times: ____
Representative name & phone number: ____
Have you received a special event permit to hold the event in the Town of Farragut? ____

19. Tennessee Sales Tax Number: 1002173743-SLC

20. Town of Farragut Business License Number NO. 5013

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

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

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

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

____
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 23 day of November, 2022.

Pam Hall
____
Notary Public **My Commission Expires October 7, 2024**
My Commission Expires: ______________________

PAM HALL STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

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

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

FOR OFFICE USE ONLY

Application is hereby: Approved ______ Denied ______

On this date: ______________, 20__

______________________ ______________________
Beer Board Chairman Town Recorder

BMA MEETING MINUTES
November 10, 2022

WORKSHOP

David Smoak, Town Administrator, reviewed the current CIP projects.

REGULAR MEETING

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 additional 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, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of October 27, 2022, as presented. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Mayor's Report

Mayor Williams thanked Town staff for the Freaky Friday event.

Vice-Mayor Povlin congratulated Senator Briggs and State Representative Jason Zachary on their reelections.

Ordinances

First Reading

Ordinance 22-14, an Ordinance of the Town of Farragut, Tennessee Amending Farragut Municipal Code Chapter 8, Businesses, by Adding Article 3, Mobile Food Vending Permit

Motion was made to approve Ordinance 22-14 on first reading. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Ordinance 22-13, an Ordinance to Amend the Text of the Farragut Zoning Ordinance, Ordinance 86-16, as Amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, By Amending the Farragut Municipal Code, Appendix A., Zoning, Chapter 4., Section XXIV. Special Event Permit and Section XXIX, Grand Opening Special Event Permit

Motion was made to approve Ordinance 22-13 on first reading. Moved by Alderman Povlin, seconded by Alderman Meyer; roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Business Items

Approval of Bids for Contract 2022-07, Advanced Traffic Management System Phase 1

Motion was made to award Contract 2022-07, ATMS Phase 1, to Progression Electric, LLC., for $4,876,836.18. Moved by Alderman Meyer, seconded by Alderman White; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Purchase Agreement for Traffic Signal Equipment, Advanced Traffic Management System Phase 1

Motion was made to approve the purchase agreement for supply of ATMS Phase 1 Project Equipment with Transportation Control Systems, Inc. for $243,120. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Supplement for Additional Design Services for Increased Fiber Capacity, Advanced Traffic Management System Phase 1

Motion was made to approve the supplement request from Cannon and Cannon, Inc. for additional design services of fiber capacity increase for $9,700. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Purchase for One (1) 2023 Chevy Tahoe 2 WD

Motion was made to purchase a 2023 Chevy Tahoe from Alan Jay Fleet Sales through the TN Statewide Contract #209 in the amount of $38,077. Moved by Alderman Meyer, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of twelve (12) month contract with Metropolitan Knoxville Airport Authority for video advertising at McGhee-Tyson Airport

Motion was made to approve the twelve (12) month contract with Metropolitan Knoxville Airport Authority for video advertising at McGhee-Tyson Airport in the amount of $12,000. Moved by Alderman Meyer, seconded by Alderman Povlin; 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 events:

- November 21-Light the Park
- December 1-Celebrate the Season

Citizens Forum

Martin Snoffner, 11224 Sonja Drive & Brian Jeffrey, 205 Peterson Rd addressed the board concerning the process for neighborhoods voting for/against traffic calming.

Meeting adjourned at 6:52 PM.

AGENDA NUMBER V.A.1. **MEETING DATE December 8, 2022**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer & Dan Johnson, Farragut Fire Marshal

SUBJECT: Ordinance 22-14, an Ordinance of the Town of Farragut, Tennessee Amending Farragut Municipal Code Chapter 8, Businesses, by Adding Article 3, Mobile Food Vending Permit (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: This agenda item creates a Mobile Food Vending Permit. Over the past few years, the request for mobile food vending usage has increased. Currently, the authority for food trucks is in the special event process. After discussions with staff and event organizers, it was decided to have a separate permit for all mobile food vendors that streamlines the authorization and inspection process.

DISCUSSION:
The Mobile Food Vending Permit ordinance will describe:

- Requirements for obtaining a permit, including the inspection of the mobile food vending unit
- When a mobile food vending is allowed
- Requirements for mobile food vending in Town of Farragut Parks
- Compliance with fire and public safety regulations
- Suspension or revocation and the process for appeals of the suspension or revocation

In the past, the usage of mobile food vending has not been clearly defined as to when and where a mobile food vendor can operate. Ordinance 22-14 will clarify the mobile food vending usage.

As mobile food vendor units are inspected and approved, a listing of those approved will be available on the Town website for citizen and event organizer usage and verification. The application fee for the permit has been approved in the Town of Farragut Fee Schedule and is valid for one (1) year. Currently the food vendor pays a fee for each special event they are participating in. With the new permit, the vendor will only pay the annual fee.

RECOMMENDED BY: Allison Myers, Town Recorder/Treasurer & Dan Johnson, Farragut Fire Marshal
MOTION: Motion to approve Ordinance 22-14 on second and final reading.
BOARD ACTION:
MOTION BY:_____________________________ **SECONDED BY:**___________________________

VOTE/TOTAL	WILLIAMS	MEYER	WHITE	POVLIN	BURNETTE
YES	_______	_________	_________	_______	_______
NO	_______	_________	_________	_______	_______
ABSTAIN	_______	_________	_________	_______	

ORDINANCE	22-14
PREPARED BY	Myers
1ST READING	November 10, 2022
2nd READING	December 8, 2022
PUBLISHED IN	
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING FARRAGUT MUNICIPAL CODE CHAPTER 8, BUSINESSES, by adding ARTICLE 3, MOBILE FOOD VENDING PERMIT

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Chapter 8, by adding Article 3, Mobile Food Vending Permit.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended by adding Article 3, Mobile Food Vending Permit in its entirety as follows:

SECTION 1.

Farragut Municipal Code, Chapter 8

Sec. 8-60. Purpose.

It is the purpose of this chapter to protect the public health, safety and general welfare of individuals and the community at large, to establish uniform regulations for the operation of mobile food vehicles.

Sec. 8-61 Administration

The Town Administrator, or their designee, shall have the authority to administer the regulations of this chapter.

Sec. 8-62. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Canteen truck* means any vehicle that operates to provide food service to workers at locations where food is otherwise unavailable, from which vendors sell food that requires no on-site preparation or assembly, other than the heating of pre-cooked foods.

(2) *Ice cream truck* means a vehicle from which the operator sells only pre-packaged frozen dairy or water-based food products and pre-packaged beverages. For purposes of this article, a non-motorized cart from which such products are sold shall be considered an ice cream truck.

(3) *Mobile food owner or vendor* means any person or entity selling food or drinks from a mobile vehicle, including, but not limited to a food truck, trailer, pushcart, or ice cream truck.

(4) *Mobile food vehicle or food truck* means an enclosed unit, truck, or trailer that is roadworthy, has a valid motor vehicle title and registration, and has a license that is properly displayed and from which food is prepared, cooked, assembled, or stored with the intent to sell such food to the public.

(5) *Mobile food vending permit* means a permit granted by the Town of Farragut for the operation of a mobile food vehicle, pushcart, canteen vehicles and ice cream vehicles.

(6) *Pushcart* means any wheeled vehicle or device which may be moved without the assistance of a motor and from which food is prepared, cooked, assembled, or stored, with the intent to sell such food to the public. A mobile food vending permit is required, and pushcarts shall not operate within the street right-of-way where licensed motor vehicles operate.

(7) *Special event* (as defined in the Town of Farragut Zoning Ordinance) may include a wide range of activities such as, but not limited to, a grand opening, sidewalk sale, fund raiser, yard sale, vacation bible school, holiday pageant or program, etc.

(8) *Special event permit* means any permit approved by the Town of Farragut authorizing the holding of a special event as defined here within.

Sec. 8-63. Mobile food vending permits.

(1) Required. Prior to operating a mobile food vehicle as defined in this chapter, operators shall obtain a mobile food vending permit from the Town of Farragut. A mobile food vending permit shall only be granted after a mobile food vending permit application has been approved by the Town of Farragut Fire Marshal, or their designee.

(2) The permitting process shall be required for each individual mobile food vehicle that is to operate within the Town of Farragut. Mobile food vending permits are non-transferrable. The mobile food vending permit must be prominently displayed when the mobile food service vehicle is in operation.

(3) Application. The vendor shall submit a mobile food vending permit application containing the following along with the applicable fees in the Town of Farragut Fee Schedule:

a. Name of applicant/vendor.

b. A valid government issued ID, for the business owner or the owner of the mobile food vehicle.

c. Complete permanent home address and business address of the applicant.

d. A brief description of the nature of the business and the goods to be sold.

e. A copy of the state or county health department license or permit applicable to mobile food providers.

f. A copy of proof of liability insurance, if applicable, as referenced in Sec. 8-64.

g. Other cities or towns, if any, where within the past 12 months the applicant conducted business immediately preceding the date of application.

(4) *Issuance.* A mobile food vending permit shall be issued upon verification that an application has been completed in accordance with the requirements of this section and inspection by the Town of Farragut Fire Marshal.

(5) *Expiration.* Permits are valid for one (1) year. All mobile food vending permits shall expire on the date of issuance of each year, or on such alternate date as may be set by the Town Administrator, or their designee. A mobile food vending permit may be renewed for the next 12-month period, provided that all applicable requirements are met, and the permit is not currently suspended or has not been revoked within the preceding 12 months. The fee for renewal shall be the same as the application fee for a new mobile food vending permit.

(6) It shall be a violation to engage in mobile food vending in the Town of Farragut, whether on public or private property without a mobile food vending permit.

Sec. 8-64. Mobile food vending—When allowed.

(1) Allowed through the Special Event Permitting process as referenced in Appendix A-Zoning, Chapter 4, Sec. XXIV. Special events permit.

(2) Allowed at Town of Farragut Events, Town of Farragut Co-Sponsored events, as authorized by the Town of Farragut Parks and Recreation Department.

(3) Allowed at Town of Farragut public parks during tournaments or camps, as authorized by the Town of Farragut Parks and Recreation Department through the Tournament and Camp Application process.

(4) Allowed during rentals of public park facilities as authorized by the Town of Farragut Parks and Recreation Department through the Facility Rental process.

(5) Allowed within the building envelope at 11321 Kingston Pike.

See the adopted Town of Farragut Fee Schedule for any applicable fees associated with the above uses.

Sec. 8-65. Mobile food vending in Town of Farragut public parks.

(1) Operate only within the designated area at approved park properties.

(2) Vendors shall not provide or allow any dining facilities, including but not limited to tables, chairs, booths, bar stools, benches, tents, and standup counters.

(3) Mobile food vehicles and all associated equipment must be removed from the park at the end of each day. The mobile food vehicles and any equipment are not permitted in the park overnight at any time.

(4) Mobile food vehicles shall provide a trash receptacle for the collection of vendor waste material. Trash collected or generated by mobile food vehicles shall not be placed or disposed of in a park or park facility trash receptacle. Vendors shall remove all trash and litter from park grounds within 50 feet of their mobile food vehicles. Recycling is

encouraged and must also be removed from park property at the responsibility of the mobile food vendor.

(5) Any power and electrical required for operations shall be self-contained and vendors are prohibited from using utilities drawn from the park property unless specifically authorized in writing by the Town of Farragut Parks and Recreation Department.

(6) A mobile food vehicle owner shall maintain liability insurance policy in the amount of $1,000,000 issued by an insurance company licensed to do business in Tennessee, protecting the mobile food vehicle vendor, the public and the town from all claims for damage to property and bodily injury, including death, which may arise from operation under or about the permit. The insurance shall also name the town as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days' advanced written notice to the town. Failure to maintain the required insurance coverage is grounds for vending license revocation.

Sec. 8-66. Compliance with fire and public safety regulations.

(1) Any mobile food vendor operating a mobile food vehicle in the Town of Farragut shall comply with requirements of the International Fire Code as adopted by the Town of Farragut, any other regulatory fire code as adopted by the Town of Farragut, and any additional rules and regulations adopted by the Town of Farragut, for the operation of mobile food vehicles. Prior to the issuance of a mobile food vending permit, mobile food vehicles shall be subject to inspection by the Town of Farragut Fire Marshal.

Sec. 8-67. Mechanism for complaints—Suspension or revocation.

(1) Should the Town of Farragut observe a mobile food vendor in violation of this chapter and including, but not limited to the following reasons:

a. The licensed vendor or operator engaged in conduct of character that was misleading, deceptive, or fraudulent.

b. The licensed vendor or operator engaged in untruthful or deceptive advertising.

c. The licensed vendor or operator engaged in conduct detriment to the health of park patrons, including but not limited to intimidation, or verbal, physical and/or sexual assault.

d. The licensed vendor or operator failed to maintain or acquire any permits required by this chapter.

e. The licensed vendor or operator engaged in business activities which have not been approved by the Town of Farragut.

The Town Administrator, or their designee, has the discretion to suspend or revoke a mobile food vending permit when a mobile food vendor and/or owner are found in violation of this chapter.

Sec. 8-68. Appeals.

(1) Mobile food owners and vendors who have had their mobile food vending permit suspended or revoked, may file a request for appeal with the Town Administrator, or their designee, requesting an appearance before the Town of Farragut Board of Mayor and Aldermen to request reinstatement of their mobile food vending permit. Such a request shall provide a thorough justification of the request. Requests for appeals shall be scheduled within 45 days of receipt.

SECTION 2.

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

____
Ron Williams, Mayor

____
Allison Myers, Town Recorder

AGENDA NUMBER **V.A.2.** **MEETING DATE** **December 8, 2022**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer & Dan Johnson, Farragut Fire Marshal

SUBJECT: Ordinance 22-13, an Ordinance to Amend the Text of the Farragut Zoning Ordinance, Ordinance 86 16, as Amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, By Amending the Farragut Municipal Code, Appendix A., Zoning, Chapter 4., Section XXIV. Special Event Permit and Section XXIX, Grand Opening Special Event Permit (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: This agenda item includes revisions to the special event permit mobile food vending provisions in Chapter 4 of the Farragut Zoning Ordinance. These revisions are needed due to the creation of a mobile food vending permit.

DISCUSSION: Staff has worked to provide clearer requirements for a mobile food vendor participating in special events. The key update to Sections XXIV and XXIX is the requirement for a mobile food vendor to acquire an annual Mobile Food Vending Permit instead of paying per special event.

RECOMMENDED BY:

MOTION: Motion to approve Ordinance 22-13 on second and final reading.

BOARD ACTION:

MOTION BY:____________________________ **SECONDED BY:**__________________________

VOTE/TOTAL	WILLIAMS	MEYER	WHITE	POVLIN	BURNETTE
YES	_______	_________	_________	_______	_______
NO	_______	_________	_________	_______	_______
ABSTAIN	_______	_________	_________	_______	

ORDINANCE: **22-13**
PREPARED BY: **Myers**
REQUESTED BY: **Staff**
PUBLIC HEARING: ________________________________
PUBLISHED IN: ________________________________
DATE: ________________________________
1ST READING: ________________________________
2ND READING: ________________________________
PUBLISHED IN: ________________________________
DATE: ________________________________

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 4., SECTION XXIV., SPECIAL EVENT PERMIT and SECTION XXIX., GRAND OPENING SPECIAL EVENT PERMIT

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

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 4, Section XXIV. Special events permit is amended by deleting Subsection A.3., Permitting Process, i. and j. and replacing with the following.

i. If having a tent(s), sidewalk sales, food trucks, or any other outdoor activities, a site plan is required to show the locations for such activities. A separate tent permit may be required per fire safety requirements. A separate Mobile Food Vending Permit shall be obtained as referenced in the Farragut Municipal Code, Chapter 8. Businesses, Article 3. Mobile Food Vending Permit.

j. Events on or involving/affecting public property, such as road races, bicycle ride events, concerts, etc., will require additional reviews and information and shall be coordinated with the Town staff. Some events may be subject to approval from the Board of Mayor and Aldermen.

SECTION 2.

The Farragut Zoning Ordinance, Chapter 4, Section XXIV. Special Events permit is amended by deleting Subsection B.1.f., Residential Usage, and replacing with the following.

f. Sales from food trucks are permitted if part of an approved special event sponsored or hosted by a homeowner association. A separate Mobile Food Vending Permit shall be obtained as referenced in the Farragut Municipal Code, Chapter 8. Businesses, Article 3. Mobile Food Vending Permit.

SECTION 3.

The Farragut Zoning Ordinance, Chapter 4, Section XXIV. Special Events permit is amended by deleting Subsection B.3., Permitting Process, f. and g., and replacing with the following.

f. If part of an event sponsored or hosted by a homeowner association, and having a tent, food truck, or any other outdoor activities, a site plan is required to show the locations for such activities. A separate tent permit may be required per fire safety requirements. A separate Mobile Food Vending Permit shall be obtained as referenced in the Farragut Municipal Code, Chapter 8. Businesses, Article 3. Mobile Food Vending Permit.

g. Events on or involving/affecting public property, such as road races, street parties, etc., will require additional reviews and information and shall be coordinated with the Town staff. Some events may be subject to approval from the Board of Mayor and Aldermen.

SECTION 4.

The Farragut Zoning Ordinance, Chapter 4, Section XXIX. Grand Opening Special Events permit is amended by deleting Subsection C., Permitting Process, 4, 5., 6., and 7., and replacing with the following.

4. Location of event. If having a tent(s), food trucks, or any other outdoor activities, a site plan is required to show the locations for such activities. A separate tent permit may be needed per fire safety requirements. A separate Mobile Food Vending Permit shall be obtained as referenced in the Farragut Municipal Code, Chapter 8. Businesses, Article 3. Mobile Food Vending Permit.
5. Date range of event.
6. Whether a grand opening sign is desired and the proposed location for the sign with installation and removal dates.
7. A written acknowledgment that that applicant will return the grand opening sign and support posts to the Town in the same condition as issued or payment will be required to replace the sign and/or support posts.

SECTION 5.

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

____

Ron Williams, Mayor

____

Allison Myers, Town Recorder

AGENDA NUMBER **<u>V.B.1.</u>** **MEETING DATE** **<u>December 8, 2022</u>**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 22-12, an ordinance on first reading to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 2., Definitions., to define Ballfield, and Chapter 4., General Provisions and Exceptions, Section XIII., Outdoor Site Lighting, Subsection A., to clarify street lighting provisions, establish where ballfield lighting may be provided, and prohibit lighting that would be a nuisance due to uncontrolled glare on any adjacent properties, rights-of-ways, access easements, or driveways (Farragut Neighborhood Preservation Partnership, Applicant)

INTRODUCTION AND BACKGROUND: At the Planning Commission meeting on September 15, 2022, an initial version of Ordinance 22-12 was presented for recommendation. A discussion ensued with staff, the applicant, commissioners, and the Town Attorney. It was suggested that staff, the Town Attorney, and the applicant work together on amending Ordinance 22-12 to address the comments noted.

DISCUSSION: The comments made at the September meeting primarily involved ballfield vs. court lighting, where ballfield lighting may be envisioned in the future on government property and clarifying where different lighting provisions may be permitted in other sections of the Zoning Ordinance or for other uses.

Staff then worked with both the applicant and Town Attorney to address the issues raised. The updated Ordinance 22-12 included language developed by the Town Attorney and that was shared with and supported by the applicant.

RECOMMENDATION: Ordinance 22-12 specifically amends Chapter 2 to provide a definition for Ballfield and amends Chapter 4, Section XIII., Subsection A, to clarify street lighting provisions and acknowledge lighting that may be specific to a use or zoning district, and to establish where ballfield lighting may be provided, and prohibit lighting that would be a nuisance due to uncontrolled glare on any adjacent properties, rights-of-ways, access easements, or driveways.

At the Planning Commission meeting on November 17, 2022, the Commission recommended approval of Ordinance 22-12 by a vote of 8-1.

PROPOSED MOTION: To approve Ordinance 22-12 on first reading.

BOARD ACTION:

MOTION BY:_____________________________ **SECONDED BY:**__________________________

VOTE/TOTAL	BURNETTE	MEYER	POVLIN	WHITE	WILLIAMS
YES	_________	_________	_______	_______	_______
NO	_______	_________	_________	_______	_______
ABSTAIN	_______	_________	_________	_______	_______

ORDINANCE: **22-12**
PREPARED BY: **Shipley/Hale**
REQUESTED BY: **Farragut Neighborhood Preservation Partnership**
1ST READING: ______________________________
2ND READING: ______________________________
PUBLISHED IN: ______________________________
DATE: ______________________________

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 2., DEFINITIONS, TO DEFINE BALLFIELD, AND CHAPTER 4., GENERAL PROVISIONS AND EXCEPTIONS, SECTION XIII. – OUTDOOR SITE LIGHTING, SUBSECTION A., TO CLARIFY STREET LIGHTING PROVISIONS, ESTABLISH WHERE BALLFIELD LIGHTING MAY BE PROVIDED, AND PROHIBIT LIGHTING THAT WOULD BE A NUISANCE DUE TO UNCONTROLLED GLARE ON ANY ADJACENT PROPERTIES, RIGHTS OF WAYS, ACCESS EASEMENTS, OR DRIVEWAYS

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 2., Definitions. To define ballfield

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code, Appendix A., Zoning be amended as follows:

SECTION 1.

The Farragut Municipal Code, Appendix A, Zoning, Chapter 2, Definitions, is amended by adding the following definition:

Ballfield – An outdoor playing surface designed for recreational and sport activities, but not including tennis and/or pickleball courts.

SECTION 2.

The Farragut Municipal Code, Appendix A, Zoning, Chapter 4., General Provisions and Exceptions, Section XIII., Outdoor Site Lighting, Subsection A, is amended as follows:

A. Intent

It is the intent of this section to establish outdoor lighting requirements that reduce the negative effects of lighting and protect residents that may otherwise be adversely affected but at the same time address the need for adequate lighting for safety and visibility concerns. Unless provided for otherwise in this ordinance or the Subdivision Regulations, the following requirements shall apply to all developments and/or facilities, excluding single-family and two-family dwellings, street lighting, and lighting associated with a government owned facility that hosts activities for public use and attendance. Ballfield lighting, temporary or permanent, shall only be permitted in areas where it is directly associated with such government facilities. In no case, however, shall any light shine or glare to create a traffic safety hazard or nuisance due to uncontrolled glare on any adjacent properties, rights-of-way, access easements, or driveways.

SECTION 3.

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

____
Ron Williams, Mayor

____
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of ___________, 2022, with approval recommended.

____
Rita Holladay, Chairman

____
Scott Russ, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Chapter 2. Definitions

Ballfield – An outdoor playing surface designed for recreational and sport activities, but not including tennis and/or pickleball courts.

Chapter 4. Sec. XIII. Outdoor site lighting. (changes are shown in red)

A. *Intent.* It is the intent of this section to establish outdoor lighting requirements that reduce the negative effects of lighting and protect residents that may otherwise be adversely affected~~,~~ but at the same time address the need for adequate lighting for safety and visibility concerns. Unless provided for otherwise in this ordinance or the Subdivision Regulations, the following requirements shall apply to all developments and/or facilities, excluding single-family and two-family dwellings, ~~and~~ street lighting,~~.~~ and lighting associated with a government owned facility that hosts activities for public use and attendance. Ballfield lighting, temporary or permanent, shall only be permitted in areas where it is directly associated with such government facilities. In no case, however, shall any light shine or glare to create a traffic safety hazard or nuisance due to uncontrolled glare on any adjacent properties, rights-of-way, access easements, or driveways.

RESOLUTION PC-22-09

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 2., DEFINITIONS, TO DEFINE BALLFIELD, AND CHAPTER 4., GENERAL PROVISIONS AND EXCEPTIONS, SECTION XIII. – OUTDOOR SITE LIGHTING, SUBSECTION A., TO CLARIFY STREET LIGHTING PROVISIONS, ESTABLISH WHERE BALLFIELD LIGHTING MAY BE PROVIDED, AND PROHIBIT LIGHTING THAT WOULD BE A NUISANCE DUE TO UNCONTROLLED GLARE ON ANY ADJACENT PROPERTIES, RIGHTS OF WAYS, ACCESS EASEMENTS, OR DRIVEWAYS

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

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

WHEREAS, a public hearing was held on this request on November 17, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 22-12.

ADOPTED this 17th day of November 2022.

____
Rita Holladay, Chairman

____
Scott Russ, Secretary

AGENDA NUMBER V.B.2. **MEETING DATE December 8, 2022**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 22-17, Ordinance to amend the Equipment Fund FY23 Budget, passed by Ordinance 22-09

INTRODUCTION:
The purpose of this agenda item is to approve Ordinance 22-17 on first reading to amend the Fiscal Year 2023 Equipment Fund Budget.

DISCUSSION:
The **Equipment Fund** will be amended by increasing the appropriated expenditures from $637,250 to $737,250, an increase of $100,000.

- **$100,000 –** Equipment replacement purchases which were ordered in FY22 but not received or paid for until FY23. Due to the purchase being budgeted in the previous year the expenditure appropriation will be transferred from FY22 to FY23.

FINANCIAL SECTION:

Account Number: Equipment Fund Expenditure

FY2023 Budget	Requested Amendment	FY2023 Amended Budget
$637,250	$100,000	$737,250

Approved By: A. Myers

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

PROPOSED MOTION: Motion to approve Ordinance 22-17 on first reading.

BOARD ACTION:

MOTION BY: ______________________________ **SECONDED BY:** ____________________________

VOTE/TOTAL	BURNETTE	MEYER	POVLIN	WHITE	WILLIAMS
YES	_______	_________	________	_______	_______
NO	_______	_________	________	_______	_______
ABSTAIN	_______	_________	________	_______	_______

ORDINANCE	22-17
PREPARED BY	Myers
1^{ST} READING	
2^{nd} READING	
PUBLISHED IN	
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE FISCAL YEAR 2022-2023 BUDGET, PASSED BY ORDINANCE 22-09

WHEREAS, the Town of Farragut adopted the fiscal year 2022-23 budget by passage of Ordinance Number 22-09 on May 26, 2022; and

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

WHEREAS, expenses for the Equipment Fund will be greater than budgeted; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2022-2023 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 20-09 is hereby amended by:

The **Equipment Fund** will be amended by increasing the appropriated expenditures from $637,250 to $737,250, an increase of $100,000.

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

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

____
Ron Williams, Mayor

____
Allison Myers, Town Recorder

AGENDA NUMBER VI.A. **MEETING DATE December 8, 2022**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Review a request for approval for a variance of 122 feet from the distance between driveways and 65 feet from the distance between driveways and intersections requirements for collector streets, as provided for in the Driveways and Other Access Ways Ordinance, for a proposed single-family residence at 221 S. Hobbs Road (Red Door Homes, Applicant)

INTRODUCTION AND BACKGROUND: The lot associated with this agenda item is along S. Hobbs Road and was created through a re-subdivision plat in 2021. It was noted during staff review that when a house was to be constructed on the property the access would have to be approved through the Planning Commission and Board of Mayor and Aldermen.

DISCUSSION: As proposed and shown on the site plan included in the packet, the access would be roughly 78 feet from the nearest access along S. Hobbs Road and 135 feet from the S. Hobbs Road/Old Stage Road intersection. On the Town's Major Road Plan, S. Hobbs Road is classified as a local collector. For this road classification, the minimum distance between driveways and between driveways and intersections is 200 feet per the Driveways and Other Access Ways Ordinance. The applicant's requested access would require a variance from each of these requirements.

RECOMMENDATION: As part of the review of this access request, the Town's engineering staff performed a sight distance analysis and determined that the sight distance was acceptable. The requested access would also have very limited use and only serve one property owner. Consequently, when this was presented to the Planning Commission for their recommendation, staff was in support of the proposed access and requested variances.

At their meeting on October 20, 2022, the Planning Commission unanimously recommended approval of the requested access and associated variances for the reasons noted above. Community Development Director, Mark Shipley, also recommends approval of the access and associated variances.

PROPOSED MOTION: To approve the applicant's requested access and associated variances subject to obtaining a right of way permit through the Town's Engineering Department.

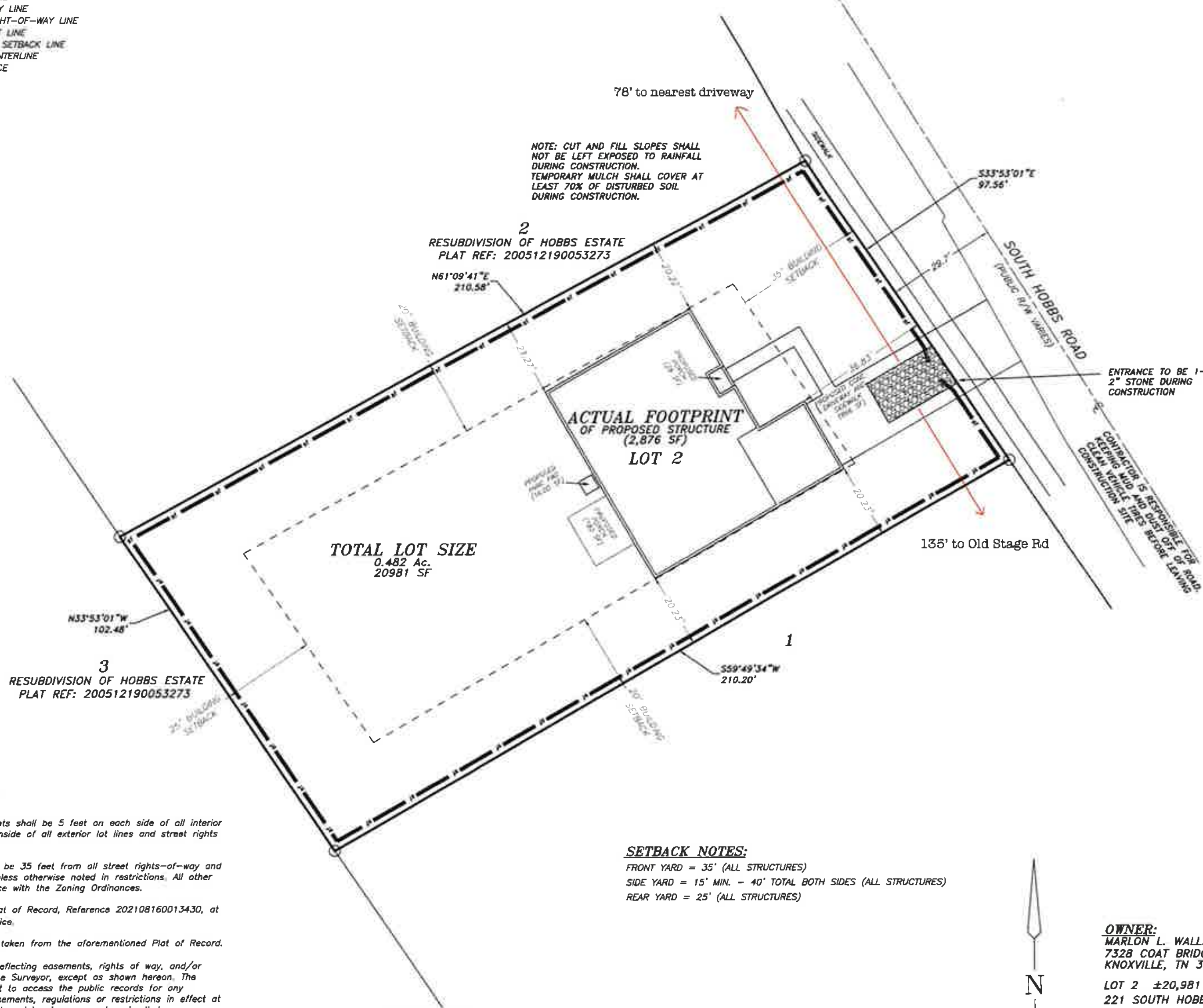
BOARD ACTION:

MOTION BY:______________________________ **SECONDED BY:**___________________________

VOTE/TOTAL	BURNETTE	MEYER	POVLIN	WHITE	WILLIAMS
YES	_________	_________	_______	_______	_______
NO	_______	_________	_________	_______	_______
ABSTAIN	_______	_________	_________	_______	_______

LEGEND:

Ac.	ACRES
SF	SQUARE FEET
WDB	WARRANTY DEED BOOK
MRB	MISC. RECORD BOOK
PG	PAGE
TYP	TYPICAL
℄	CENTERLINE
	BOUNDARY LINE
	ROAD RIGHT-OF-WAY LINE
	EASEMENT LINE
	BUILDING SETBACK LINE
	ROAD CENTERLINE
sf	SILT FENCE



SURVEYOR'S NOTES:

1. Drainage and utility easements shall be 5 feet on each side of all interior lot lines and 10 feet on the inside of all exterior lot lines and street rights of way.

2. Front Building setback shall be 35 feet from all street rights-of-way and joint permanent easements, unless otherwise noted in restrictions. All other Setbacks shall be in accordance with the Zoning Ordinances.

3. Basis of Bearings is the Plat of Record, Reference 202108160013430, at the Knox County Register's Office.

4. Boundary lines shown were taken from the aforementioned Plat of Record.

5. No Instruments of Record reflecting easements, rights of way, and/or ownership were furnished to the Surveyor, except as shown hereon. The Surveyor has made no attempt to access the public records for any easements. Subject to any easements, regulations or restrictions in effect at the time of this survey. No title opinion is expressed or implied.

6. The Surveyor has made no attempt to locate underground utilities, underground foundations, underground encroachments or underground improvements, except as shown hereon. Actual location of all underground utilities should be verified through Tennessee 1 Call (1-800-351-1111) or the utility provider prior to any excavation or construction.

7. This Plot Plan is not intended to represent a Boundary or General Property Survey as defined in Chapter 0820-3-.07 as set forth by the Tennessee Board of Land Surveyors pursuant to T.C.A. Title 62-18-106(c), and was performed under the authority of T.C.A. Title 62-18-126.

LOT COVERAGE INFORMATION:

LOT AREA = 20,981 SF
MAX BUILDING COVERAGE (PER ZONING) = 30%
MAX TOTAL COVERAGE (PER ZONING) = 40%
ACTUAL BUILDING COVERAGE = 3,084 SF - 14.6%
(2,876 SF + 28 SF + 180 SF = 3,084 SF)
ACTUAL TOTAL COVERAGE = 3,966 SF - 18.9%
(3,084 SF + 866 SF + 16 SF = 3,966 SF)

SETBACK NOTES:

FRONT YARD = 35' (ALL STRUCTURES)
SIDE YARD = 15' MIN. - 40' TOTAL BOTH SIDES (ALL STRUCTURES)
REAR YARD = 25' (ALL STRUCTURES)

N
Record Plat

OWNER:
MARLON L. WALLS & TIFFANY H. WALLS
7328 COAT BRIDGE LANE
KNOXVILLE, TN 37924

LOT 2 ±20,981 SF
221 SOUTH HOBBS ROAD

DISTRICT 6, KNOX COUNTY
PARCEL/TAX ID: 151 94.06
DEED REF: 202207220005200
PLAT REF: 202108160013430
ZONE: R-1

20' 10' 0 20' 40'
1" = 20'

SINCE 1979
STERLING
ENGINEERING INC
LAND SURVEYING
CIVIL ENGINEERING
CONSULTING
LAND PLANNING
1020 WILLIAM BLOUNT DRIVE
MARYVILLE, TENNESSEE
37802-8401
P.O. BOX 4878
MARYVILLE, TENNESSEE
37802-4878
PHONE: 865-984-3905
FAX: 865-981-2815
www.sterling.us.com

PLOT PLAN
LOT 4
THE GARY SHELBY PROPERTY
221 SOUTH HOBBS ROAD, FARRAGUT, TN. 37934

CHRISTOPHER M. ROSSER
REGISTERED LAND SURVEYOR
AGRICULTURE COMMERCE
TENNESSEE NO. 1929
8-31-22

SHEET
PP

DESIGNED:	
DRAWN:	SDC
CHECKED:	CMR
DATE:	8/25/22
SCALE:	1" = 20'
DRAWING	7613-PP
PROJECT NO:	SEI#7613

H:\7613\dwg\7613-PP.dwg, 8/31/2022 9:23:37 AM, sdcarroll, 1:1

221 S. Hobbs

Knoxville - Knox County - KUB Geographic Information System

Printed: 10/12/2022 at 11:13:00 AM

N

0 25 50 100

ft

AGENDA NUMBER VI.B. **MEETING DATE** **December 8, 2022**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2022-18, Participation with Omnia Partners Purchasing

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INTRODUCTION: The purpose of this agenda item is to confirm the participation in Omnia Partners, a nation-wide governmental purchasing alliance.

BACKGROUND: Omnia, is a cooperative purchasing organization for public sector procurement.

Tennessee municipalities may participate in the program under the provisions of the Interlocal Cooperation Act, *Tennessee Code Annotated (T.C.A.) 12-9-101 et seq*.

DISCUSSION: All contracts are established through a comprehensive process of purchasing solicitations. Attached is a copy of Omnia's Procurement process.

The town currently participates with Sourcewell, also a cooperative purchasing organization.

RECOMMENDATION BY: Allison Myers, Town Recorder/Treasurer

PROPOSED MOTION: Approve Resolution R-2022-18, Participation with Omnia Partners Cooperative Purchasing.

BOARD ACTION:

MOTION BY:______________________________ SECONDED BY:____________________________

VOTE/TOTAL	BURNETTE	MEYER	POVLIN	WHITE	WILLIAMS
YES	________	________	________	________	________
NO	________	________	________	________	________
ABSTAIN	________	________	________	________	________

RESOLUTION R-2022-18

Participation with Omnia Partners Cooperative Purchasing

WHEREAS, the town desires reduced costs of procuring necessary equipment, supplies, and services; and,

WHEREAS, Omnia has been formed to obtain the best prices on equipment, supplies, and services for its participating members; and

WHEREAS, the Town of Farragut shares Omnia's desire to improve the efficiency, effectiveness, and economy of the procurement of necessary equipment, supplies, and services; and,

WHEREAS, the Tennessee Interlocal Cooperation Act (Tenn. Code Ann. §§ 12-9-101 to 109) authorizes local governments to jointly exercise purchasing powers with any jurisdiction in any state which also authorizes such interlocal agreements; and,

WHEREAS, Omnia has existing contracts with national vendors which will facilitate the Town of Farragut's ability to take advantage of the competitive prices available through said contracts; and,

WHEREAS, the State of Tennessee Comptroller has recognized Omnia as a public agency; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, hereby authorize the participation with Omnia.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 8th day of December 2022.

____

Ron Williams, Mayor

____

Allison Myers, Town Recorder

Competitive Solicitation Process

1. The lead agency prepares a competitive solicitation while incorporating language to make the agreement accessible nationally to other public agencies.
2. The lead agency issues the solicitation and any required amendments and notifications. A pre-proposal conference is conducted.
3. Interested suppliers respond to the solicitation.
4. The lead agency evaluates the responses, negotiates the final terms and ultimately awards the cooperative contract, also referred to as the master agreement.
5. The cooperative contract is made available to public agencies, educational institutions and nonprofits nationwide as a "piggyback" contract.

OMNIA Partners is committed to the integrity of the public procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The lead agency procurement teams and the OMNIA Partners team of certified public procurement officials are available to answer any questions you may have or discuss the cooperative contracting process in detail.

AGENDA NUMBER: VI.C. **MEETING DATE:** December 8, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Sourcewell Bids for Two (2) John Deere 1570 Terrain Cut 4wd Lawnmower

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

BACKGROUND: The Public Works Department purchased a mower in 2020. The mower has spent half of the time in the repair shop. Due to performance issues with the mower, staff contacted the manufacturer. It was determined that the vendor would buy back the piece of equipment for $19,000. The cost of a new mower $35,310.27. Less the sale of equipment of $19,000, the Town's remaining out-of-pocket expense is $16,310.27.

The second mower is an additional mower to the fleet as approved in the FY23 budget.

DISCUSSION: Attached is pre-bid pricing of $35,310.27 per mower through Sourcewell Ground Maintenance Contract.

FINANCIAL SECTION: (if needed)

Account Number: 314-43949-9490

Total Budget	Requested Amount	Expenditures/Encumbrances to Date	Remaining Amount
$737,250	$70,620.54	637,977.91	$28,651.55

Approved By: A. Myers

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

PROPOSED MOTION: Approval of the purchase of two John Deere 1570 Terrain Cut Commercial Mower **from Ag-Pro in the amount of $70,620.54.**

BOARD ACTION:

MOTION BY: ______________________________ **SECONDED BY:** ___________________________

VOTE / TOTAL	Williams	Povlin	White	Meyer	Burnette
YES					
NO					
ABSTAIN					

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53	Ag-Pro 13131 Kingston Pike Knoxville2, TN 37934 865-966-6576 WfarragutGM@agproco.com

Quote Summary

Prepared For:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR
FARRAGUT, TN 37934
Business: 865-966-7057
bmckelvey@townoffarragut.org

Delivering Dealer:
Ag-Pro
Barrett Barnett
13131 Kingston Pike
Knoxville2, TN 37934
Phone: 865-966-6576
Mobile: 423-829-0032
bbarnett@agproco.com

Quote ID: 27779520
Created On: 14 November 2022
Last Modified On: 14 November 2022
Expiration Date: 28 November 2022

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 1570 TerrainCut™ Commercial Front Mower (Less Mower Deck)	$ 30,375.34	X	1	=	$ 30,375.34
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)					
Price Effective Date: November 11, 2022					
JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	$ 4,934.93	X	1	=	$ 4,934.93
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)					
Price Effective Date: November 11, 2022					
Equipment Total					**$ 35,310.27**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 35,310.27
Trade In	
SubTotal	**$ 35,310.27**
Est. Service Agreement Tax	$ 0.00
Total	$ 35,310.27
Down Payment	(0.00)

Salesperson : X ______________ **Accepted By : X** ______________

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Ag-Pro
13131 Kingston Pike
Knoxville2, TN 37934
865-966-6576
WfarragutGM@agproco.com

Rental Applied	(0.00)
Balance Due	**$ 35,310.27**

Salesperson : X ____________

Accepted By : X ____________

JOHN DEERE

Selling Equipment

Quote Id: 27779520 **Customer Name:** TOWN OF FARRAGUT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Ag-Pro
13131 Kingston Pike
Knoxville2, TN 37934
865-966-6576
WfarragutGM@agproco.com

JOHN DEERE 1570 TerrainCut™ Commercial Front Mower (Less Mower

Hours:

Stock Number:

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

Selling Price * $ 30,375.34

Price Effective Date: November 11, 2022

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2437TC	1570 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	$ 33,449.00	23.00	$ 7,693.27	$ 25,755.73	$ 25,755.73
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	1	$ 3,350.00	23.00	$ 770.50	$ 2,579.50	$ 2,579.50
2012	Air Ride Suspension Seat with Armrests	1	$ 334.00	23.00	$ 76.82	$ 257.18	$ 257.18
	Standard Options Total		**$ 3,684.00**		**$ 847.32**	**$ 2,836.68**	**$ 2,836.68**
	Dealer Attachments/Non-Contract/Open Market						
BTC10334	4-Post Rollover Protective Structure (ROPS) Conversion Kit with Canopy	1	$ 2,315.49	23.00	$ 532.56	$ 1,782.93	$ 1,782.93
	Dealer Attachments Total		**$ 2,315.49**		**$ 532.56**	**$ 1,782.93**	**$ 1,782.93**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 39,448.49**		**$ 9,073.15**	**$ 30,375.34**	**$ 30,375.34**

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

JOHN DEERE

Selling Equipment

Quote Id: 27779520 **Customer Name:** TOWN OF FARRAGUT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Ag-Pro
13131 Kingston Pike
Knoxville2, TN 37934
865-966-6576
WfarragutGM@agproco.com

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: November 11, 2022

Selling Price *
$ 4,934.93

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
034NTC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	$ 6,409.00	23.00	$ 1,474.07	$ 4,934.93	$ 4,934.93
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
Total Selling Price			$ 6,409.00		$ 1,474.07	$ 4,934.93	$ 4,934.93

AGENDA NUMBER VI.D. MEETING DATE ______December 8, 2022____________

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Brannon Tupper, PE, Assistant Town Engineer

SUBJECT: Approval of Contract with TDEC for Stormwater Improvements Grant

INTRODUCTION: The purpose of this item is consideration of approval of a contract with TDEC for a Stormwater Improvements Grant.

BACKGROUND: The Tennessee Department of Environment and Conservation (TDEC) has been designated to administer $1.35B in American Rescue Plan Act (ARPA) funding towards water infrastructure projects. TDEC has allocated $1B towards non-competitive, formula-based grants to be distributed to local municipalities and agencies. The funds are to be used towards investigation, planning, design, and construction projects for drinking water, wastewater, and stormwater.

DISCUSSION: The Town applied for and received award of a grant for $1,721,566.00 to be used towards stormwater projects. The projects designated for this funding are stormwater inspection and mapping and stormwater infrastructure improvements. These projects will create a town-wide map and database of all the stormwater infrastructure, identify items in need of repair and maintenance, and perform a series of repairs to the most critical infrastructure areas. The Town is required to match an additional 35%, $602,547, towards the projects which has already been allocated through the local ARPA funds.

RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of the Grant Contract with the State of Tennessee, Department of Environment and Conservation, for $1,721,566.00 for stormwater improvement projects.

BOARD ACTION:

MOTION BY:_____________________________ SECONDED BY:___________________________

VOTE/TOTAL	WILLIAMS	POVLIN	MEYER	BURNETTE	WHITE
YES	_______	_________	_________	_______	_______
NO	_______	_________	_________	_______	_______
ABSTAIN	_______	_________	_________	_______	_______

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
March 3, 2021	September 30, 2026	32701-04670	75541

Grantee Legal Entity Name	Edison Vendor ID
Town of Farragut	0000002697

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number

Grantee's fiscal year end: June 30

Service Caption (one line only)

This is a Non-Collaborative proposal by the Town of Farragut for the purpose of two stormwater projects.

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	0.00	1,721,566.00	0.00	0.00	1,721,566.00
	0.00	0.00	0.00	0.00	0.00
TOTAL:	**0.00**	**1,721,566.00**	**0.00**	**0.00**	**1,721,566.00**

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection

The Water Infrastructure Investment Plan (WIIP) addresses the Tennessee Department of Environment and Conservation's (TDEC) deployment of American Rescue Plan (ARP) Fiscal Recovery Fund dollars toward water infrastructure projects. It includes three primary strategies for disbursing ARP funds as part of its water infrastructure investment program: formula-based non-competitive grants to counties and eligible cities; state-initiated strategic projects; and competitive grants to eligible grant applicants. The allocation amount for the formula-based non-competitive grants is $1 billion. The funding allocation model includes a base allocation, an Ability-to-Pay Index (ATPI) population allocation, and a population allocation. A city or county's total allocation is the sum of the base allocation, population allocation, and ATPI population allocation. TDEC modeled the allocation formula after the U.S. Treasury's allocation for the Coronavirus State and Local Fiscal Recovery Funds program.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. Scott Dimmer

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
EN00021221/327.34	

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
TOWN OF FARRAGUT

This grant contract (“Grant Contract”), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the “State” or the “Grantor State Agency” and Town of Farragut, hereinafter referred to as the “Grantee,” is for the provision of drinking water, wastewater, or stormwater infrastructure, or any combination of the three types of infrastructure as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002697

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables (“Scope”) as required, described, and detailed in this Grant Contract.

A.2. The State’s Water Infrastructure Investment Plan describes how the State plans to invest the American Rescue Plan (ARP) fiscal recovery funds allocated to Tennessee for water infrastructure projects. Based on federal guidance, the State has developed a framework for distributing these funds by establishing three water infrastructure types (drinking water, wastewater, and stormwater) and four project award types (investigation and planning; investigation, planning, and design; planning, design, and construction; and construction only).

A.3. Grantee shall provide services corresponding to the following water infrastructure types as detailed in the Grantee’s WIIP non-competitive grant proposal (“grant proposal”), check all that apply:

☐ Drinking Water
☐ Wastewater
☒ Stormwater

A.4. Grantee shall provide services corresponding to the following project award type(s) as detailed in the Grantee’s grant proposal (check all that apply):

☐ Investigation and Planning
☐ Investigation, Planning, and Design
☒ Planning, Design, and Construction
☐ Construction Only

A.5. Grantee shall address a minimum of two critical needs for each water infrastructure type represented in the Grantee’s grant proposal and as identified in the Grantee’s Tennessee Infrastructure Scorecard summary or summaries (“scorecard summary”). Critical needs for each individual water infrastructure system must be addressed according to the critical needs matrix in the State’s Non-Competitive Grant Manual. This includes partner, pass-through, and subrecipient systems.

A.6. Grantee must provide verification to the State of a complete and comprehensive asset management plan (AMP) based on the schedule in the approved application for each water infrastructure system identified in the Grantee’s proposal by:

i. Certifying the AMP meets or exceeds all elements of the AMP standard template posted on the State's website at https://www.tn.gov/environmental/arp.html;
ii. Providing a copy of the capital improvement plan (sometimes referred to as a business action plan) or the Capital Improvement Needs worksheet from the state AMP template.

A.7. Grantee shall complete a final Tennessee Infrastructure Scorecard ("Scorecard") and provide the scorecard summary for review and approval according to the approved individual project schedule for each water infrastructure system executing a project under this Grant Contract. The final Scorecard(s) shall:

i. Include three years of data from audited financial statements; and
ii. Demonstrate that a minimum of two critical needs were addressed to the standard or threshold set in the critical needs matrix, or if two critical needs were not fully met, the Grantee shall provide a justification for any critical needs not resolved.

A.8. Grantee shall provide all reports required of pass-through entities and subrecipients according to the US Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds to the State in a timely manner as determined by the State.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

i. This Grant Contract document with any attachments or exhibits;
ii. Grantee's application packet, which includes the grant proposal, incorporated to elaborate supplementary scope of services specifications; and
iii. The State's Non-Competitive Grant Manual as updated on 4/18/2020. The manual can be downloaded at https://www.tn.gov/environment/arp.html.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, incorporated in this Grant Contract.

A.11. Grantee may submit to the State a written request to amend an individual project schedule, which the State may, but is not required to, approve. The written request to amend the individual project schedule must be submitted to the State no less than 60 days prior to the earliest milestone to be amended. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule. Failure to adhere to the project schedule established or secure an amended project schedule from the State will constitute a breach of this Grant Contract and may result in loss of all or part of the grant award.

A.12. **Investigation and Planning** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation and Planning project identified in the grant proposal according to each individual project schedule.

i. Engineering agreement(s) for all individual projects for review and approval no later than 60 days after Grant Contract award.

ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued compliance order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide an approved corrective action plan (CAP) and verification the system is on schedule with the CAP.

iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.

iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.

v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

vi. Grantee shall develop a preliminary engineering report (PER) or facilities plan (FP) for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".

vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

A.13. **Investigation, Planning, and Design** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation, Planning, and Design project identified in the grant proposal according to each individual project schedule.

i. Engineering agreement for all individual projects to the State for review and approval no later than 60 days after Grant Contract award.

ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide an approved CAP, complete any reports, manuals, or construction documents as outlined in the CAP, and verification the system is on schedule with an approved CAP.

iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.

iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.

v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

vi. Grantee shall develop a PER or FP for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".

vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

viii. Grantee shall develop plans and specifications for every individual project. The Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

A.14. **Planning, Design, and Construction** (applicable only if checked in A.4)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Planning, Design, and Construction project identified in the grant proposal according to each individual project schedule. Grantee is not required to proceed to construction for every individual project listed in the Grantee's proposal so long as each water infrastructure system identified in the proposal as executing a Planning, Design, and Construction award type with critical needs identified in A.5. include a construction component or demonstrate the terms of this Grant Contract can be met with a combination of funding sources or without the use of this grant funding.

i. Grantee may only proceed to construction for individual projects identified for construction in the grant proposal.

ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

a. Provide an approved corrective action plan/engineering report (CAP/ER);

b. Provide reports, manuals, or construction documents as required by the CAP/ER and according to CAP/ER schedule;

c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and

d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.

iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval prior to approval of plans and specifications; and

i. Verify at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or

ii. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.

iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide an aging infrastructure replacement or demand reduction plan for review and approval; and

i. Verify at least 25% of the project's construction budget is dedicated to asset replacement; or

ii. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

v. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

vi. Grantee shall submit plans and specifications for every individual project. Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

vii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.

viii. Grantee shall provide written notification to the State within 30 days of actual facility initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.

ix. Grantee shall submit an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

A.15. **Construction Only** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each Construction Only project identified in the grant proposal according to each individual project schedule.

i. ☒Standard construction-only projects are complex in nature and require substantive review, approval, and may require modification to existing state or federal permits.

ii. ☐Streamlined construction-only projects focus solely on critical needs and have minimal resource impacts. These projects also must meet the following criteria:

a. Must focus on upgrading, expanding, and/or rehabilitating existing water infrastructure identified in a Scorecard with existing critical needs;

b. Can be covered under a general Aquatic Resource Alteration Permit (ARAP);

c. Does not need coverage under a construction general permit; and

d. Does not require the submission and approval of plans and specifications by the Division of Water Resources of the State.

iii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

a. Provide an approved Corrective Action Plan/Engineering Report (CAP/ER);

b. Provide reports, manuals, and construction documents as required by the CAP/ER and according to CAP/ER schedule;

c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and

d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.

iv. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide verification at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or

b. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.

v. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide verification at least 25% of the project's construction budget is dedicated to asset replacement; or

b. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

vi. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

viii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.

ix. Grantee shall provide written notification to the State within 30 days of actual initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.

x. Grantee shall develop an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

xi. Grantee must not proceed to construction until all plans and specifications are approved by the State. No planning is authorized during the grant contract for all individual projects identified as construction-only projects in the grant proposal. Critical needs identified in A.5. must include a construction component or demonstrate the terms of this contract can be met with a combination of funding sources or without the use of this grant funding.

xii. Grantee or other appropriate party on behalf of Grantee, must secure all appropriate permits within 120 days of the issuance of this Grant Contract.

General Terms for All Construction Projects

A.16. Grantee, is obligated to determine the presence of water resources within the project area of interest. Grantee, or its designee, shall submit to the State for review and approval any hydrologic determinations, wetland delineations, or verify no such resources exist within the area of interest. The Grantee must secure all applicable state and federal permits as needed.

A.17. If Grantee is implementing a construction project requiring an individual ARAP for stream or wetland restoration or large-scale stream bank stabilization, Grantee must refer to the State of Tennessee's Stream Mitigation Guidelines for information on pre- and post-project assessment. Further, if Grantee is implementing a stream restoration or bank stabilization project, Grantee must submit a pre- and post-project stream assessment to demonstrate functional lift through completing the Tennessee Stream Quantification Tool. The State may require three to five years of monitoring for stream and wetland restoration and bank stabilization projects. Grantee must submit a final stream or wetland assessment according to the approved individual project schedule.

A.18. Projects and activities that result in impacts to water resources and are required to be offset through stream or wetland compensatory mitigation are prohibited.

A.19. If Grantee's project(s) will occur in areas with known or likely habitat of species that are state or federally listed as threatened, endangered, deemed in need of management, or species of special concern, Grantee must coordinate with the Tennessee Wildlife Resources Agency (TWRA) and the State's Division of Natural Areas (DNA) to determine if any special conditions are required to avoid or minimize harm, or both, to the listed species or their habitat. Grantee must also comply with Section 7 and Section 10 of the Endangered Species Act and seek authorization from the United States Fish and Wildlife Service (UWFWS) prior to disturbing areas with potentially federally listed species. Grantee must submit all applicable coordination and authorization letters from TWRA, DNA, and USFWS, prior to commencing construction.

A.20. Prior to awarding a construction contract, the Grantee must submit a construction bid package to the State for review and approval.

A.21. The State will issue a notice to the Grantee of the ability to award contracts after the submission, review, and approval of a complete bid package. The notice to proceed may be issued by the Grantee upon receipt of bid package approval, unless the State requires a pre-construction conference (PCC) or any applicable permits are still pending issuance. If a PCC is required, the Grantee shall work with the State to schedule the PCC within 30 days of bid package approval. The Grantee shall submit to the State a copy of the signed construction contracts no later than 30 days after the bid package approval or PCC if required. All contracts must be bound, fully executed, and submitted to the State along with the notice to proceed.

A.22. The actual construction start date shall occur no later than 120 days after the bid package has been approved by the State.

A.23. Grantee shall post acknowledgement signage in compliance with guidance issued by the State during the term of any project that is construction only or planning, design, and construction with a project award budget of $150,000 or more.

A.24. During project construction the Grantee shall cause to be conducted at least monthly inspections by qualified inspectors to ensure the project complies with approved plans and specifications. Monthly inspection reports shall be submitted to the State on a quarterly basis. The State will conduct interim inspections to determine compliance with approved plans and specifications and Grant Contract compliance as appropriate.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on March 3, 2021 ("Effective Date") and ending on September 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
   (1) Activities that are reasonably related to the Scope of Services;
   (2) Activities in whose absence the Scope of Services could not be completed or performed; and
   (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.

b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.

c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will the eligible for inclusion in a federally funded project.

d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.

e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
   (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
   (2) the relevant federal agency fails or refuses to finalize a grant; or
   (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.

f. The start date of the State's federal preaward authority is March 3, 2021.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Seven Hundred Twenty-One Thousand Five Hundred Sixty-Six Dollars ($1,721,566.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

As required by 2 CFR 200.305(b), the Grantee must draw funds only for the minimum amounts needed for actual and immediate requirements to pay employees, contractors, subrecipients, or to satisfy other obligations for allowable costs under this Grant Contract.

C.4. Travel Compensation. Reimbursement to the Grantee 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 shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Vena Jones
312 Rosa L. Parks Avenue
12th floor
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Environment and Conservation & Division of Water Resources.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for allowable, actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the

Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

a. The Grant Budget specifies a grantee match requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a grantee match requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a match requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column “Grant Contract,” shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to Subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee’s failure to provide a final grant disbursement reconciliation report to the State as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State’s Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house (“ACH”).

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee’s Federal Employer Identification Number or Social Security Number referenced in the Grantee’s Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Vena Jones & Environmental Consultant 3
Department of Environment and Conservation, Division of Water Resources
312 Rosa L. Parks Avenue, Nashville, TN 37243
TDEC.ARP@tn.gov
Telephone # 615-898-9499

The Grantee:

Ron Williams
Town of Farragut
11408 Municipal Center Drive
Farragut,TN,37934
rwilliams@townoffarragut.org
Telephone # (865)966-7057

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Environment and Conservation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C, Parent Child Information document.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 CFR § 200.425. A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 CFR §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract 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.

D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved

D. 27 State Interest in Equipment or Motor Vehicles. The Grantee shall ensure that Grantee or the owner of each individual project, if not the Grantee, takes take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract for that project, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased by Grantee totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased by Grantee with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;
b. Vehicle identification number;
c. Manufacturer’s serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee’s operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased by Grantee with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Contracts between the Grantee and individual project owners awarding Grant funds shall contain the requirements of this section relative to all equipment and motor vehicles purchased by project owners totally or in part with funds provided under this Grant Contract and Grantee shall ensure that individual project owners comply with such requirements.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee or other project owner, shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget’s Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract’s other terms and conditions.

E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, “Grant Contract.”

E.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee’s Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee’s preceding completed fiscal year, if in the Grantee’s preceding fiscal year it received:

i. 80 percent or more of the Grantee’s annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 CFR § 170.315, “Executive” means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.4. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 CFR § 60-1.4 as that section is amended from time to time during the term.

E.6. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term for all individual projects totaling $10,000,000 or greater.

E.7. <u>Contract Work Hours and Safety Standard Act.</u> As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

E. 8. <u>Clean Air Act and Federal Water Pollution Control Act</u>. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.

E.9. <u>Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.</u> If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, “covered telecommunications equipment” is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.10. <u>Domestic Preference for Procurements.</u> As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF,

TOWN OF FARRAGUT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: March 3, 2021			**END: September 30, 2026**	
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE MATCH**	**TOTAL PROJECT**
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	893,445.00	312,705.00	1,206,150.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	828,121.00	289,842.00	1,117,963.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)			
25	**GRAND TOTAL**	1,721,566.00	602,547.00	2,324,113.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.tn.gov/finance/looking-for/policies.html).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the “Grant Contract” column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
SW-PDC-1 Design Services	764,445.00
SW-PDC-2 Design Services	129,000.00
TOTAL	893,445.00

CAPITAL PURCHASE	AMOUNT
SW-PDC-2 Construction Services	828,121.00
TOTAL	828,121.00

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
CFDA number and name	21.027
Grant contract's begin date	March 3, 2021
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415 **Website:** https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 CFR §200.331 for information on type of indirect cost rate)	

ATTACHMENT C

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000002697

Is Town of Farragut a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Town of Farragut a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: ______________________________

Parent entity's tax identification number: ______________________________

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: ______________________________

Address: ______________________________

Phone number: ______________________________

Email address: ______________________________

Parent entity's Edison Vendor ID number, if applicable: ______________________________

AGENDA NUMBER VI.E. MEETING DATE _______December 8, 2022_____________

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Brannon Tupper, PE, Assistant Town Engineer/Darryl Smith, PE, Town Engineer

SUBJECT: Approval of Bids and Award of Contract 2023-09, McFee Park Mountain Bike Trail

INTRODUCTION: The purpose of this item is consideration of bids for construction of the McFee Park Mountain Bike Trail project.

BACKGROUND: A critical success factor from the Town's Strategic Plan is providing excellent parks, recreation, cultural amenities and programs. One needed amenity identified thru public surveys is a multi-purpose trail (to include hiking, walking and biking) at the western side of McFee Park (see attached trail plan). This 1.5-mile trail will be constructed in accordance with standards of the International Mountain Bike Association (IMBA) for riders of all skill levels, including disabled athletes riding adaptive equipment. The project is partially funded by Tennova Healthcare.

DISCUSSION: The Town received one bid for the project as follows:

Contour Trail Design Company	$91,615.00

The receipt of only one bid is not uncommon as this is a small-scale, specialty construction item. Staff has reviewed the bid price against similar completed projects and IMBA data and found that a high-quality, professional trail costs between $50,000-$70,000 per mile. Therefore, staff finds this bid acceptable and is pleased to recommend award of Contract 2023-09 to Contour Trail Design Company for their low bid of $91,615.00.

FINANCIAL SECTION:

Project: McFee Phase 4: Bike Trails, trailhead and parking

Project Budget	Requested Amount	Expenditures to Date	Available Amount
$585,000	$91,615	$0	$493,385

Approved By:_____A. Myers_____

RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of the award of contract 2023-09, McFee Park Mountain Bike Trail, to Contour Trail Design Company for $91,615.00

BOARD ACTION:

MOTION BY:_____________________________ SECONDED BY:___________________________

VOTE/TOTAL	WILLIAMS	POVLIN	MEYER	BURNETTE	WHITE
YES	_______	_______	_______	_______	_______
NO	_______	_______	_______	_______	_______
ABSTAIN	_______	_______	_______	_______	_______


McFee Park
Trail Plan
DogPark
Tennis Court Access
Shortcut
South Trailhead
McFee Trail
Tennis Courts
Park_Boundary
Contour Trail Design Company
0
500
1,000 Feet
Rock armor
Approximately 500'
Tennis Parking Option 2
Use rock armor
Approximately 100'
Rock armor or turnpike
Approximately 250'
Possible crib wall
Harden or boardwalk
Bridge or harden
Bridge 30'
Bridge boardwalk 60'
Possible Dog Park Location
Bridge mulch pile
TBD Under Mulch Pile
Bridge or harden
Lift or harden
Lift and harden
Low area
Bridge 16'
960
920
940
880
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

AGENDA NUMBER VI.F. MEETING DATE December 8, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Karen Tindal, Tourism Manager

SUBJECT: Approval of Bid for One (1) 2023 Chevy Traverse FWD 4dr LS w/1FL

INTRODUCTION: The purpose of this agenda item is to approve the purchase of one (1) 2023 Chevy Traverse FWD 4dr LS w/1FL through the TN Statewide Contract #209. At the November 10, 2022, meeting of the Board of Mayor and Alderman, the board approved the purchase of a 2023 Chevy Tahoe from Allen Jay Fleet Sales. Between the time the contract was approved, and the purchase order was delivered, that vehicle was sold by the dealership.

DISCUSSION: The purchase of this vehicle will be for use by the Tourism Department as a Mobile Visitor Center and additional pool car for Town staff. Attached is pricing through the State of Tennessee for one new 2023 Chevy Traverse FWD 4dr LS from Wilson County Motors in the amount of $28,816.00.

The Mobile Visitor Center will enhance and simplify the visitor's access to relevant information on the area and increase visitor engagement leading to an increase in visitor spending per visit. Trained tourism staff and Visit Farragut ambassadors will utilize the MVC through the week and weekends at hotels, tournaments and local and regional events providing custom recommendations on local attractions, restaurants, and retail opportunities. Meaningful and direct engagement with our visitors fosters positive relationships increasing visitor retention rates and word-of-mouth recommendations. The purchase of this vehicle to be used as a mobile visitor center shifts our current staff focus from a traditional office model to a visitor first approach by providing exceptional customer service to our community and visitors.

FINANCIAL SECTION:

Account Number: 122-47210-9490

Total Budget	Requested Amount	Contracted Amount	Remaining Amount
$50,000.00	$28,816.00		$21,184.00

Approved By: A. Myers

RECOMMENDATION BY: Karen Tindal, Tourism Manager for approval.

PROPOSED MOTION: To approve the purchase of one (1) new 2023 Chevy Traverse FWD 4dr LS w/1FLfrom Wilson County Motors through the TN Statewide Contract #209 in the amount of $28,816.00.

BOARD ACTION:

MOTION BY:____________ **SECONDED BY:**____________

VOTE/TOTAL	BURNETTE	MEYER	POVLIN	WHITE	WILLIAMS
YES					
NO					
ABSTAIN					

Wilson County Motors
Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL

Wilson County Motors

Prepared By:

Sabrina Edwards
Wilson County Motors
615-444-9642
Sabrina@wilsoncountyauto.com

Wilson County Motors

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

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	$32,173.68	$34,820.00
Total Options	($4,752.68)	$0.00
Vehicle Subtotal	$27,421.00	$34,820.00
Destination Charge	$1,395.00	$1,395.00
Grand Total	**$28,816.00**	**$36,215.00**

Data Version: 18053. Data Updated: Nov 27, 2022 6:48:00 PM PST.

Wilson County Motors
Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	Rating Not Available
Rear Gross Axle Weight Rating:	Rating Not Available
Gross Vehicle Weight Rating:	Rating Not Available

Wilson County Motors
Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
1NB56	2023 Chevrolet Traverse FWD 4dr LS w/1FL	$32,173.68	$34,820.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White (Available with (WBL) Redline Edition.)

EMISSIONS

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

ENGINE

CODE	DESCRIPTION	VQ2	MSRP
LFY	Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)	$0.00	$0.00

TRANSMISSION

CODE	DESCRIPTION	VQ2	MSRP
M3V	Transmission, 9-speed automatic (STD)	$0.00	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	VQ2	MSRP
1FL	LS Preferred Equipment Group Includes Standard Equipment (Available for Fleet or Government orders only.)	$0.00	$0.00

PAINT

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White (Available with (WBL) Redline Edition.)	$0.00	$0.00

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
AR9	Seats, front bucket (STD)	$0.00	$0.00

Wilson County Motors

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

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
HKA	Jet Black/Chai, Premium cloth seat trim (Required when (WJU) Midnight/Sport Edition is ordered.)	$0.00	$0.00

RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)	$0.00	$0.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
5W4	Fleet Special Service Vehicle (For sales ordering purposes and does not include any upfitter provisions.)	$0.00	$0.00
VQ2	Fleet processing option	$0.00	$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
Adjustment	State Price Adjustment	($962.68)	$0.00
Fed Tire	Federal Tire Fee	$10.00	$0.00
Gov Asst	Government Assistance	($3,800.00)	$0.00
	Options Total	**($4,752.68)**	**$0.00**

Data Version: 18053. Data Updated: Nov 27, 2022 6:48:00 PM PST.

Wilson County Motors
Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

Standard Equipment

Package	
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
	Safety Package includes (UD7) Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert, and (UFG) Rear Cross Traffic Alert (Beginning with start of production through October 16, 2022, certain vehicles will be forced to include (00Y) Not Equipped with Rear Park Assist, which removes Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle. Beginning October 17, 2022, certain vehicles will be forced to include (060) Not Equipped with Rear Park Assist, which removes Rear Park Assist. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)
Mechanical	
	Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)
	Transmission, 9-speed automatic (STD)
	E10 Fuel capable
	Engine control, stop-start system
	Engine control, stop-start system override
	Driver Mode Selector
	Axle, 3.49 final drive ratio
	Front wheel drive
	Battery, heavy-duty 600 cold-cranking amps
	Alternator, 170 amps
	GVWR, 6160 lbs. (2800 kg)
	Suspension, Ride and Handling
	Steering, power
	Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear
	Electric Parking Brake
	Capless fuel fill
	Exhaust, dual-outlet with circular bright tips
	Tool kit, road emergency
Exterior	
	Wheels, 18" (45.7 cm) Bright Silver painted aluminum
	Tires, P255/65R18 all-season blackwall

Wilson County Motors
Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

Exterior	
	Wheel, spare, 18" (45.7 cm) steel
	Tire, compact spare, T135/70R18, blackwall
	Active Aero Shutters, upper and lower
	Moldings, Black bodyside
	Headlamps, LED
	IntelliBeam, auto high beam control
	Headlamps, automatic on/off
	Taillamps, LED
	Mirrors, outside heated, power-adjustable manual-folding, body-color, with turn signal indicators
	Glass, deep-tinted
	Wipers, front intermittent with washers
	Wiper, rear intermittent with washer
	Door handles, body-color
	Liftgate, rear manual
Entertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)
	Audio system feature, 6-speaker system
	SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Wireless Apple CarPlay/Wireless Android Auto
	Active Noise Cancellation
Interior	
	Seating, 8-passenger (2-3-3 seating configuration)
	Seats, front bucket (STD)

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

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

Interior

	Seat trim, premium cloth
	Seat adjuster, driver 8-way power
	Seat adjuster, front passenger 2-way manual
	Seat adjuster, power driver lumbar control
	Seats, third row 60/40 split-bench, manual-folding
	Head restraints, front, 2-way adjustable
	Head restraints, second and third row outboard, 2-way manual-folding
	Console, front center with 2 cup holders, covered storage bin with storage and removable tray
	Floor mats, color-keyed all rows (Deleted when LPO floor mats or LPO floor liners are ordered.)
	Steering wheel, urethane
	Steering column, tilt
	Steering wheel controls, mounted controls for audio, phone and cruise
	Display, 3.5" diagonal driver instrument information, monochromatic
	Compass display, digital
	Windows, power with driver Express Up/Down and front passenger Express-Down
	Door locks, power programmable with lockout protection
	Keyless Open includes extended range Remote Keyless Entry with lock/unlock feature
	Keyless Start
	Vehicle health management
	Cruise control, electronic with set and resume speed
	Remote panic alarm
	Theft-deterrent system, electrical, unauthorized entry
	USB ports 2 first row, 2 second row, 2 third row
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Sensor, humidity and windshield temperature
	Defogger, rear-window electric
	Heater ducts, 2nd row
	Cup holders, 10 total
	Umbrella holders, driver and front passenger doors

Data Version: 18053. Data Updated: Nov 27, 2022 6:48:00 PM PST.

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

Interior	
	Mirror, inside rearview manual day/night
	Visors, driver and passenger illuminated vanity mirrors, covered
	Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate-activated switches and illuminated entry and exit feature
	Cargo storage, bin under rear floor
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	StabiliTrak, stability control system with traction control
Safety-Exterior	
	Daytime Running Lamps, LED
Safety-Interior	
	Airbags, dual-stage frontal and side-impact for driver and front passenger, driver inboard seat-mounted side-impact and roof-rail side-impact for all rows in outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Rear Vision Camera
	Rear Park Assist with audible warning (Included and only available with (PQB) Safety Package. Beginning with start of production through October 16, 2022, certain vehicles will be forced to include (00Y) Not Equipped with Rear Park Assist, which removes Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle. Beginning October 17, 2022, certain vehicles will be forced to include (060) Not Equipped with Rear Park Assist, which removes Rear Park Assist. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)
	Lane Change Alert with Side Blind Zone Alert
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Automatic Emergency Braking
	Rear Cross Traffic Alert
	Front Pedestrian Braking

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

Safety-Interior

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

Door locks, rear child security

Rear Seat Reminder

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, includes Tire Fill Alert (Does not monitor spare.)

Horn, dual-note

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

Note:Photo may not represent exact vehicle or selected equipment.

AGENDA NUMBER ________________________ **MEETING DATE** ____**December 8, 2022**_____

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: **Trevor Hobbs, Assistant to the Town Administrator**

SUBJECT: **Approval of a grant contract between the State of Tennessee, Department of Tourist Development and the Town of Farragut**

INTRODUCTION: The purpose of this grant contract is to allow the Town of Farragut to participate in the tourism development grant program established by the State of Tennessee Department of Tourist Development under the federal American Recovery Plan.

BACKGROUND: Based on allocations made available to the Town through the grant program, the Town of Farragut is eligible to receive $237,500 over the course of the five-year program period, 2023 through 2027.

Fund allocation will be split over the grant life cycle in the following manner:

Fiscal Year	Dates	Amount
2023	12/1/2021 – 6/30/2023	$75,208.34
2024	7/1/2023 – 6/30/2024	$47,500.00
2025	7/1/2024 – 6/30/2025	$47,500.00
2026	7/1/2025 – 6/30/2026	$47,500.00
2027	7/1/2026 – 11/30/2026	$19,791.66
	TOTAL	**$237,500.00**

DISCUSSION: The substance of the grant contract establishes the requirements for submitting receipts for approved purchases, and how the Town will receive reimbursement, along with various record keeping and invoicing requirements. The contract has been reviewed and found to be acceptable by the Town's attorney.

Funding received through the grant program is anticipated to be used for additional part-time staffing, which will help in implementing and administering grant-related projects, tracking, and paperwork, placemaking and wayfinding consultants, studies and the development of a plan, as well as installation of related infrastructure and signage, to equip the mobile visitor center, the fund the development, printing, and distribution of a visitor guide, as well as funding an ambassador training program, and conference and trade show travel.

The table below contains the projected uses of funding and the schedule of expenditures throughout the five-year grant program:

	FY 2023 (5 months)	FY 2024	FY 2025	FY 2026	FY 2027 (5 months)	
Grant funded staff	$10,000	$24,000	$24,000	$24,000	$10,000	$92,000
Placemaking/Wayfinding Plan	$40,000					$40,000
MVC wrap & equip	$10,000					$10,000
VF Ambassador Program	$10,208.34	$3,500				$13,708.34
Wayfinding Signage Production		$5,000	$10,000			$15,000
Signage Installation				$10,000	$5,000	$15,000
Visit Farragut Visitors Guide - design phase		$10,000				$10,000
Visit Farragut Visitors Guide – annual production and distribution			$5,000	$5,000	$3471.66	$13,471.66
Travel and Trade Show Attendance			$5,000	$5,000	$1320.00	$11,320.00
Staff Conference and Training	$5,000	$5,000	$3,500	$3,500		$17,000.00
	$75,208.34	$47,500	$47,500	$47,500	$19,791.66	**$237,500.00**

RECOMMENDATION BY: Assistant to the Town Administrator Trevor Hobbs and Tourism Manager Karen Tindal for approval.

PROPOSED MOTION: To approve the grant contract between the State of Tennessee, Department of Tourist Development and the Town of Farragut

BOARD ACTION:

MOTION BY:______________________________ SECONDED BY:____________________________

VOTE/TOTAL	WILLIAMS	POVLIN	BURNETTE	MEYER	WHITE
YES	_______	_________	_________	_______	_______
NO	_______	_________	_________	_______	_______
ABSTAIN	_______	_________	_________	_______	_______

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
December 1, 2021	November 30, 2026	32601-75880	75880

Grantee Legal Entity Name	Edison Vendor ID
Town of Farragut	0000002697

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number

Grantee's fiscal year end: June 30

Service Caption (one line only)

Tennessee Tourism Hospitality Recovery Fund – Tranche 2.

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
23		$75,208.34			$75,208.34
24		$47,500.00			$47,500.00
25		$47,500.00			$47,500.00
26		$47,500.00			$47,500.00
27		$19,791.66			$19,791.66
TOTAL:		**$237,500.00**			**$237,500.00**

Grantee Selection Process Summary

☒ Competitive Selection	As set forward in DGA 73624.
☐ Non-competitive Selection	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TOURIST DEVELOPMENT
AND
TOWN OF FARRAGUT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Tourist Development, hereinafter referred to as the "State" or the "Grantor State Agency" and Town of Farragut, hereinafter referred to as the "Grantee," is for the provision of Tennessee Hospitality Recovery Fund – Tranche 2, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002697

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall utilize grant funds to complete the activities as set out in Attachments A and B or subsequent annual application.

A.3. The Grantee shall complete all services and deliverables as required under Attachments A and B or subsequent annual application in order to receive the full reimbursement grant applied and/or approved to receive.

A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's annual application as submitted to State and approved. Grantee's annual application to include the grant budget and grant line-item detail which will supplant Attachments A and B in year's subsequent to the initial application.

A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on December 1, 2021 ("Effective Date") and ending on November 30, 2026, ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thirty-Seven Thousand Five Hundred Dollars ($237,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee 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 shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Email: Andi.Grindley@tn.gov and cc: Tourism.Grant@tn.gov
Subject Line: [Insert FY] Recovery Grant Fund – [Insert Grantee Name] Reimbursement

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Tourist Development, Rural Tourism & Outreach.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars ($0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State’s Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house (“ACH”).

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee’s Federal Employer Identification Number or Social Security Number referenced in the Grantee’s Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Department of Tourist Development
Attn: General Counsel
312 Rosa L. Parks Avenue, 13th Fl.
Nashville, TN 37243-1102
E-mail: Alicia.Widrig@tn.gov
Telephone No.: 615-741-9065

The Grantee:

David Smoak, Town Administrator
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
dsmoak@townoffarragut.org
(865) 966-7057

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER’S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract 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.

D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract’s other terms and conditions.

E.2. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations
implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and
completion of such project.

E.3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

E.4. Maintenance of and Access to Records.

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

E.5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

E.6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

E.7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

E.8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

E.9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; 4

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the America with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

E.10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

E.11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

E.12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

E.13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

E.14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

E.15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

E.16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

E.17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

E.18. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

E.19. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

    (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

        i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
        ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
        iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

    As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

    (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

        i. Salary and bonus.
        ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
        iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

TOWN OF FARRAGUT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TOURIST DEVELOPMENT:

MARK EZELL, COMMISSIONER **DATE**

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:	**BEGIN: December 1, 2021**		**END: June 30, 2023**	

POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
1. 2	Salaries, Benefits & Taxes	$10,000.00	0.00	$10,000.00
4, 15	Professional Fee, Grant & Award [2]	$60,208.34	0.00	$60,208.34
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	$5,000.00	0.00	$5,000.00
25	**GRAND TOTAL**	**$75,208.34**	**0.00**	**$75,208.34**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT B

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Salaries, benefits, & taxes	$10,000.00
Marketing & advertising	$60,208.34
Tourism conferences, travel, & training	$5,000.00
TOTAL	$75,208.34

ATTACHMENT C

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000002697

Is Town of Farragut a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Town of Farragut a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: ____

Parent entity's tax identification number: ____________________________________

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: ____________________________________

Address: ____

Phone number: ____

Email address: ____

Parent entity's Edison Vendor ID number, if applicable: __________________________

ATTACHMENT D

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	10/12/2021
Subaward Period of Performance Start and End Date	12/1/2021 – 11/30/2026
Subaward Budget Period Start and End Date	FY 22 – FY 27
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	CFDA 21.027 – Coronavirus State and Local Fiscal Recovery Funds
Grant contract's begin date	12/1/2021
Grant contract's end date	11/30/2026
Amount of federal funds obligated by this grant contract	$237,500.00
Total amount of federal funds obligated to the subrecipient	$237,500.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$55,000,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Tourism
Name of federal awarding agency	Department of the Treasury
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415
Name of pass-through entity	Tennessee Department of Tourist Development
Name and contact information for the pass-through entity awarding official	Commissioner Mark Ezell Tennessee Department of Tourist Development 312 Rosa L. Parks Ave., 13th Floor Nashville, TN 37243 (615) 741-9016 mark.ezell@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A