



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

AGENDA
January 12, 2023

WORKSHOP
5:15 PM
Tourism Strategic Plan

BEER BOARD
5:55 PM

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. December 8, 2022**
- IV. Mayor's Report**
 - A. Founder's Week Proclamation**
- V. Ordinances**
 - A. Public Notice and Second 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)

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

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

VI. Business Items

- A. Approval of Resolution R-2023-01, Appointment of Municipal Judge
- B. Approval of purchase for Town Hall Park Restroom through Sourcewell Cooperative Purchasing
- C. Approval of Professional Services agreement from LDA Engineering, Inc. for a study to determine options to extend Turkey Creek Greenway, Brixworth Subdivision to Virtue Road.
- D. Approval of Contract with Tennessee Department of Transportation for Development of Project to Reconstruct Interchange at I-40/75 and Campbell Station Road
- E. Approval of Program Change Request in Tourism Department

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.

BOMA Workshop Report – Visit Farragut Strategic Plan Framework FY 23-25

PREPARED BY: Karen Tindal, Tourism Manager

SUBJECT: Visit Farragut Strategic Plan Framework FY 23-FY25

INTRODUCTION: This workshop item is to provide a general overview of the Visit Farragut Strategic Plan Framework for FY 23 through FY 25.

BACKGROUND: The Visit Farragut staff contracted with Chandler Thinks in FY22 to complete a Tourism Audit and Assessment plan. During the process the team from Chandler Thinks completed a familiarization tour of Farragut, three community focus groups, numerous one-on-one interviews with elected officials, town staff, hospitality partners and community members and stakeholders. The final plan was delivered in July 23 and is the basis for the Visit Farragut Strategic Plan.

VISION: Visit Farragut is recognized as a premier regional destination for shopping, dining, entertainment, and lodging.

MISSION: Visit Farragut is dedicated to marketing and promoting our high-quality community by supporting the sales-tax producing businesses within Farragut to visitors and residents, enhancing the economic impact and fostering a unique sense of community.

CRITICAL SUCCESS FACTORS: The pillars of the Visit Farragut strategic plan are the following four critical success factors. Each critical success factor has a variety of priority initiatives, many of which are interconnected to ensure sustainable growth and development in the tourism sector and support economic development throughout the community.

- **Critical Success Factor 1 – Promoting local retail, dining, entertainment, and hospitality revenues**
 - Tourism efforts are primarily focused on growing revenue by supporting our hospitality-oriented businesses.
- **Critical Success Factor 2 – Leveraging our hotels to grow visitation**
 - Focus will be placed on educating front-line hospitality staff at our hotels through both in person and online trainings, deepening the relationships between our hotel partners and the town.
- **Critical Success Factor 3 – Visit Farragut website and online platforms provide engaging and authentic experiences for all users**
 - Visit Farragut online resources are aligned to provide users with engaging content, pertinent information, and an authentic sense of the Farragut community.
- **Critical Success Factor 4 – Engaging, educating, supporting, and promoting retail, dining, entertainment, and hospitality-oriented businesses and assets**
 - Visit Farragut will focus on engaging and educating, as well as, measuring and reporting on tourism numbers, making them relatable to our elected officials, town staff, tourism stakeholders and citizen

SUPPORTING DOCUMENTS: Attached is a detailed framework of the Visit Farragut Strategic Plan for FY 23 through FY25 and the Tourism Audit and Assessment plan.

Visit Farragut		CRITICAL SUCCESS FACTOR		
1. Promoting local retail, dining, entertainment, and hospitality revenues.				
Background: Farragut tourism efforts should be primarily focused on growing business-related revenue through engaging and supporting our retail, entertainment, dining, and hospitality-oriented businesses. When our local businesses thrive, the Town thrives, which allows the Town to provide high-quality services that benefit the local community and are attractive to visitors.				
KEY RESULTS				
Sales tax revenue has increased.	Hotel Occupancy Tax Revenue has Increased. Average length of hotel stays has increased.	Mixed Drink Tax Revenue has increased.		
PERFORMANCE INDICATORS				
Sales Tax Revenue	Hotel Occupancy Tax Revenue- Measured Monthly Average Hotel Stay Length- Total number of nights included in each hotel stay (measured monthly)	Mixed Drink Tax Revenue- Measured monthly		
PROJECTS & INITIATIVES				
- Utilize marketing dollars to position Farragut/Turkey Creek as the Best Shopping and dining in East TN - Establish an Entertainment District task force to identify additional businesses that will improve the offerings in the Entertainment District - Develop a recruitment plan for retail, dining, entertainment, and hospitality-oriented businesses to the Entertainment district and elsewhere in Farragut	- Use Visit Farragut website to encourage booking hotel stays in Farragut - Promote local assets that encourage longer stays, or encourage business travelers to extend travel for leisure	- Promote restaurants that serve mixed drinks - Distribute quarterly happenings guide, including drink specials, live music, etc. - Use of digital passport campaigns to drive foot traffic to area businesses and restaurants (Drink Trail Campaign)		

CRITICAL SUCCESS FACTOR

2. Leveraging our hotels to grow visitation.

Background: Visit Farragut will focus on educating the hoteliers and staff on Farragut shopping, dining, attraction, event and amenities utilizing both online and in-person trainings. Visit Farragut will develop relationships with retail and restaurant owners and assist with marketing strategies designed to increase awareness of their businesses and Farragut as a destination. The increased engagement with our visitors will motivate them to patronize local businesses and increase the length of their stay.

KEY RESULTS

Hotel front line staff have received Ambassador training.	Event attendance from visitors will increase	Hotel Occupancy Rate has increased Target = 80% Hotel ADR has increased Target = \$120 Total Hotel Stays have increased Average length of stay has increased	Average Length of stay has increased.	
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PERFORMANCE INDICATORS

Ambassador Trained Lodging Partners- The number of hotels with one or more front desk staff who have received Ambassador training	Visitor Attendance at special events- The percentage of visitors who attend a special event in Farragut (measured per-event)		Average Length of Hotel Stay- The average number of days included in stays at Farragut hotels. Sunday/Wednesday- Occupancy increases	
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PROJECTS & INITIATIVES

- Provide Ambassador training to hotel - Distribute Dining Guide to hotel partners - Distribute Farragut shopping, dining and attraction map to hotel partners - Develop a shopping guide	- Quarterly guides - Event emails sent to hoteliers and hospitality related businesses for distribution and education of their front-line staff	- Use “stories” section of Visit Farragut website to encourage stays in Farragut - Use Social Media platforms to market Farragut, it’s businesses, events, and other cultural assets - Use Visit Farragut website to facilitate and promote booking hotel stays in Farragut - Use search engine optimization and key word optimization to promote Farragut as a destination	- Targeting an increase in Sunday stays - Targeting an increase in midweek stays	
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CRITICAL SUCCESS FACTOR

3. Visit Farragut website and online platforms provide an engaging and authentic experience for all users.

Background: All Visit Farragut online resources are aligned to ensure that they provide users with engaging content, pertinent information, and an authentic sense of the Farragut community. As marketing efforts lead to engagement with the Visit Farragut website, and engagement with the website increase, engagement with the Town's retail, dining, entertainment, and hospitality-oriented businesses and cultural assets will increase.

KEY RESULTS

Individual website visits has increased	The length of website visits has increased	Website visitor diversity has increased	VF Website Click-Through Rate Has increased	Engagement with VF social media accounts has increased.	Reach of VF social media accounts has increased	
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PERFORMANCE INDICATORS

Total Website Visits	Time on Site – The average length of time VF website users stay on the VF website	Website Visitor Location Diversity - The total number of unique zip codes represented by all website users	VF Website Click-Through Rate - The percentage of VF placed ads that are clicked, as a ratio of the number of times the ad was displayed to a internet user	VF Facebook Impressions (measured monthly)	VF Facebook Reach (Measured monthly)	
Return Website Visitors				VF Instagram Impressions (measured monthly)	VF Instagram Reach (measured monthly)	

PROJECTS & INITIATIVES

- All marketing efforts drive traffic to website - Social media platforms will drive users to website - Website content is refreshed so website users return to see what's new - Retargeting used as a SEM strategy	- Engaging Social Media content is used to drive traffic to website "Stories" content is designed to appeal to the website visitor and motivate them to plan a stay in Farragut and explore the website for information about events, shopping, dining, entertainment, and lodging	Targeted SEM to key zip codes and locations where internet users are searching for information related to the East TN/Knoxville region	SEM is evaluated frequently and staff is responsive to changes and trends	- Social media content is fresh and engaging - Staff is responsive to changes in SM user profiles to provide proper content - Staff maintain awareness of trends in algorithmic preference to maximize content longevity and visibility	Staff maintain awareness of trends in algorithmic preference to maximize content longevity and visibility	
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CRITICAL SUCCESS FACTOR

4. Engaging, educating, supporting, and promoting retail, dining, entertainment, and hospitality businesses and assets

Background: Visit Farragut will focus on engaging and educating the business community, elected officials and citizens on the value and impact of tourism. Staff will be tenacious in measuring and reporting tourism numbers and make them relatable to our elected officials, town staff, business and tourism stakeholders and citizens. This collaborative process builds trust in Visit Farragut as a valued economic asset in the town.

KEY RESULTS

Participants in the Visit Farragut Ambassador Program has increased.	Satisfaction with the Town's businesses services has increased.	Lodging partners participate in TVAC and Visit Farragut programs/events.	Mobile Visitor Center deployments will increase.	Visitation and foot traffic to retail, dining, entertainment, and hospitality-oriented businesses has increased.
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PERFORMANCE INDICATORS

Ambassador Program Participants- The total number of trained Visit Farragut Ambassadors (measured monthly)	Town Business Service Survey Responses- The percentage of survey respondents which indicate they are satisfied with Town of Farragut business services (measured monthly)	TVAC Active Lodging Members- The number of members of the TVAC who are lodging operators. Ambassador Trained Lodging Partners- The number of hotels with one or more front desk staff who have received Ambassador training	Mobile Visitor Center Deployments- The total number of deployments of the Mobile Visitor Center Requests for Mobile Visitor Center Deployment- The total number of requests received for a pre-scheduled deployment of the Mobile Visitor Center	Sales Tax Revenue Mixed Drink Tax Revenue Hotel Occupancy Tax Revenue Hotel Stays (measured monthly) Foot Traffic Count- The total number of guests who enter a retail, dining, entertainment, or hospitality-oriented business, according to Placer.ai analytics.
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PROJECTS & INITIATIVES

- Training Visit Farragut Ambassadors - Providing Ambassadors with VF collateral to use in promoting retail, dining, entertainment, and hospitality businesses and cultural assets - Educate the community on the value of tourism - Educate our elected officials on the value of tourism	- Provide networking opportunities for our local tourism stakeholders - Offer a variety of options for businesses to increase their marketing outreach (VK co-op ads, digital billboard campaigns) - Coupons are distributed through MVC	- Visit Farragut staff will continue to invite lodging operators to participate as members of TVAC - Visit Farragut Mobile Visitor Center activations at hotels to treat guests to collateral, recommendations, maps, etc. - Provide ambassador training for hotel staff - Hotel activations - VF staff will listen and respond to the lodging partners request for collateral	MVC utilized evenings and weekends to provide collateral and high-quality customer service throughout the region	- Collaborating with businesses and area partners to plan and promote special events that attract visitors and residents to shopping/dining/entertainment hubs - Use Placer.ai to geo-fence retail, dining, entertainment, and hospitality-oriented businesses to measure foot traffic - Coordinate with businesses and other partners to provide special events that attract visitors and residents to retail, dining, entertainment, and hospitality-oriented businesses - Develop a placemaking plan and implement wayfinding signage to improve access to retail, dining, entertainment, and hospitality-oriented businesses
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TOWN OF FARRAGUT
Visit Farragut Strategic Plan Framework
FY 23-25

VISION

Visit Farragut is recognized as a premier regional destination for shopping, dining, entertainment, and lodging.

MISSION

Visit Farragut is dedicated to marketing and promoting our high-quality community by supporting the sales-tax producing businesses within Farragut to visitors and residents. Enhancing the economic impact and fostering a unique sense of community.

CRITICAL SUCCESS FACTORS

1. *Promoting local retail, dining, entertainment, and hospitality revenues*

Farragut tourism efforts are primarily focused on growing business-related revenue through engaging and supporting our retail, entertainment, dining, and hospitality-oriented businesses. When our local businesses thrive, the town thrives, which allows the town to provide high-quality services that benefit the local community and are attractive to visitors.

Priority Initiatives

- Utilize marketing dollars to position Farragut/Turkey Creek as the best shopping and dining in East TN
- Develop a recruitment plan for retail, dining, entertainment, and hospitality-oriented businesses to the Entertainment District and elsewhere in Farragut
- Use the Visit Farragut website to encourage booking hotel stays in Farragut
- Promote local assets that encourage longer stays, or encourage business travelers to extend travel for leisure
- Distribute quarterly happenings guides, including drink specials and live music
- Digital passports to support drink trail and similar campaigns

2. *Leveraging our hotels to grow visitation.*

Visit Farragut will focus on educating the hoteliers and staff on Farragut retail, dining, attraction, event, and amenities utilizing both online and in-person trainings. Visit Farragut will develop relationships with retail and restaurant owners and assist with marketing strategies designed to increase awareness of their businesses and Farragut as a destination. The increased engagement with our visitors will motivate them to patronize local businesses and increase the length of their stay.

Priority Initiatives

- Provide Ambassador training to front-line hotel staff
- Distribute shopping, dining, and attraction map to hotel partners
- Develop a shopping guide
- Event emails sent to tourism stakeholders for distribution and education of their front-line staff
- Use “stories” section of the Visit Farragut website to encourage stays in Farragut
- Use Visit Farragut website to facilitate and promote booking hotel stays in Farragut
- Use Search Engine Optimization and key word optimization to promote Farragut as a destination
- Targeting an increase in Sunday stays
- Targeting an increase in midweek stays

3. Visit Farragut website and online platforms provide engaging and authentic experience for all users.

Visit Farragut online resources are aligned to provide users with engaging content, pertinent information, and an authentic sense of the Farragut community. As marketing efforts lead to engagement with the Visit Farragut website, and engagement with the website increases, engagement with the Town's retail, dining, entertainment, and hospitality-oriented businesses and cultural assets will increase.

Priority Initiatives

- All marketing efforts drive traffic to the Visit Farragut website
- Visit Farragut website content is refreshed so website users return to see what's new
- Retargeting is used as a Search Engine Marketing (SEM) strategy
- Engaging social media content is used to drive traffic to the website
- 'Stories' content is designed to appeal to the website visitor and motivate them to plan a stay in Farragut and explore the website for information about shopping, dining, entertainment, and lodging
- Targeted SEM to key zip code and locations where internet users are searching for information related to the East TN/Knoxville region
- Staff maintain awareness of trends in algorithmic preference to maximize content longevity and visibility
- SEM is evaluated frequently, and staff is responsive to changes and trends

4. Engaging, educating, supporting, and promoting retail, dining, entertainment, and hospitality businesses and assets.

Visit Farragut will focus on engaging and educating the business community, elected officials and citizens on the value and impact of tourism. Staff will be tenacious in measuring and reporting tourism numbers and make them relatable to our elected officials, town staff, business and tourism stakeholders and citizens. This collaborative process builds trust in Visit Farragut as a valued economic asset in the town.

Priority Initiatives

- Recruitment and training of Visit Farragut Ambassadors from both citizens and local hospitality staff
- Educate the community on the value of tourism
- Educate our elected officials on the value of tourism
- Provide networking opportunities for our tourism stakeholders
- Offer a variety of options for businesses to increase their marketing outreach (Visit Knoxville co-op ads, digital billboard campaigns)
- Distribute local business coupons through MVC deployments
- Visit Farragut staff will listen and respond to lodging partners request for collateral
- Mobile Visitor Center deployments will provide collateral and high-quality customer service throughout the region
- Collaborating with businesses and area partners to plan and promote special events that attract visitors and residents to retail, dining, entertainment, and hospitality related businesses
- Develop a placemaking plan and implement wayfinding signage to improve access to retail, dining, entertainment, and hospitality-oriented businesses



FARRAGUT BEER BOARD

JANUARY 12, 2023

5:55 PM

I. Approval of Minutes

A. November 10, 2022

II. Beer Permit

A. Approval of Class 1, On Premise Beer Permit for YAMATO Ramen House, 11527 Parkside Drive

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WWW.TOWNOFFARRAGUT.ORG

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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

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REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 1, On Premise Beer Permit for YAMATO Ramen House, 11527 Parkside Drive

DISCUSSION: The purpose of this agenda item is the approval of a Class 1, On Premise Beer Permit for YAMATO Ramen House, 11527 Parkside Drive

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 YAMATO Ramen House, 11527 Parkside Drive

BOARD ACTION:

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

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

TOWN OF FARRAGUT

Business Telephone number 865 288 3181

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

XIAO L YANG AXYANG95@gmail.com
3

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

Name: DE MIN YANG Birth Date: 11-11-1988
Address: _____
Phone Number: _____

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

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? NO If so, specify, where, when, and why:

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

Hatcher-Hill Properties LLC 311 S. Weisgarber Rd Knoxville TN 37919

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

Westgate Christian Fellowship 416 N. Campbell Station Rd Knoxville TN 37934

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

Farragut Primary School

18. Special Occasion Event Name:

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: 1001537405

20. Town of Farragut Business License Number _____

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

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

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

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

Xiao Yang

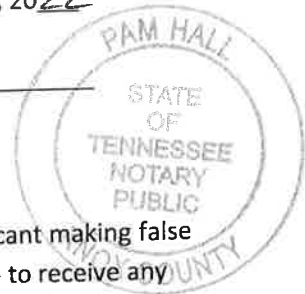
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 19 day of December, 2022

Pam Hall

Notary Public

My Commission Expires: My Commission Expires October 7, 2024



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



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 addition 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;

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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.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Mark Shipley, Community Development Director**SUBJECT:** Ordinance 22-12, an ordinance on second 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 December 8, 2022, Board of Mayor and Aldermen meeting, staff provided an overview of Ordinance 22-12. It was noted that, based on input provided during discussion with the Planning Commission, staff worked with both the applicant and Town Attorney to address the comments made. Staff noted that the final version of 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. At the December 8, 2022, Board of Mayor and Aldermen meeting, Ordinance 22-12 was approved on first reading by a vote of 4-1.

PROPOSED MOTION: To approve Ordinance 22-12 on second reading.**BOARD ACTION:****MOTION BY:**_____ **SECONDED BY:**_____

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

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

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 second and final 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

\$637,250

Requested Amendment

\$100,000

FY2023 Amended Budget

\$737,250

Approved By: PH

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

PROPOSED MOTION: Motion to approve Ordinance 22-17 on second and final reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

ORDINANCE
PREPARED BY
1ST READING
2nd READING
PUBLISHED IN
DATE

22-17
Myers

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Resolution R-2023-01, Appointment of Town of Farragut Municipal Judge

INTRODUCTION:

In accordance with the Town of Farragut Municipal Code Chapter 12, Section 12-2, the office of municipal judge shall be filled by a resolution of appointment by the Board of Mayor and Aldermen.

BACKGROUND:

Any person appointed to the office of municipal judge shall hold a baccalaureate degree from an accredited college or university; shall be at least thirty years of age and have been a resident of the town for a period of one-year preceding election to office.

The normal term of office for any officer appointed pursuant of section 3-105 shall be for one year and such officer shall continue to serve thereafter until such officer's successor has been appointed and is sworn in unless otherwise provided.

DISCUSSION:

Keith Alley, current Municipal Judge, was first appointed in 2016 and has agreed to serve another term.

PROPOSED MOTION:

To approve Resolution R-2023-01, Appointment of Keith Alley as the Town of Farragut Municipal Judge.

BOARD ACTION:

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

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



TOWN OF FARRAGUT

RESOLUTION R-2023-01

APPOINTMENT OF MUNICIPAL JUDGE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, wishes to appoint a Municipal Judge, and

WHEREAS, the level of compensation of the Municipal Judge may be set by the Board of Mayor and Aldermen,

NOW, THEREFORE, BE IT RESOLVED that _____ is hereby appointed effective February 1, 2023 as municipal judge to a term ending January 31, 2024, or thereafter until a successor Municipal Judge has been appointed and been sworn in and shall be paid compensation of \$100 per session of the Farragut Municipal Court.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 12th day of January 2023.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Recreation Director & Lauren Cox, Park Manager

SUBJECT: Approval of purchase for Town Hall Park Restroom

INTRODUCTION: The purpose of this item is consideration of proposal from the Public Restroom Company through the cooperative purchasing organization, Sourcewell, for purchase of a prefab restroom for Town Hall Park (Blue Cross Healthy Place Playground).

BACKGROUND: The Blue Cross Healthy Place Playground at Town Hall Park opened on October 28, 2021. There are no restroom services available at this playground during evenings and weekends. Park and playground users currently use the Farragut Town Hall restrooms Monday – Friday (8am – 5pm). The parks and recreation department opened reservation availability at the pavilion located at this site July 2022. The pavilion has since been reserved 22 times with only two of those reservations on weekdays. This is a highly used park and a great space for the community to gather. Town Hall Park is the only park with a playground that is not serviced by a restroom facility. Use of a prefab building is quite common in park settings and believed to be cheaper and easier than hiring an architect to draw plans and bidding out the project.

DISCUSSION: Attached is the proposal from the Public Restroom Company for the prefab restroom at Town Hall Park. Included in the attachment is the footprint and elevation along with a rendering. The proposal includes drinking fountains (including a bottle filler which is highly requested); outdoor and indoor water electrical and hose bib; wood and stone siding; urinal in addition to a toilet, hydronic floor heating system and a standing metal roof similar to what we have at other parks. Colors will be decided after this proposal is accepted. The restroom pipe chase is heated so that it can be used year-round and is large enough to store basic cleaning and paper supplies. This restroom can handle up to 45 uses (flushes) per hour so it will more than handle the activity load.

This project includes the purchase of the prefab restroom with delivery and setup. The total budget for this project is \$200,000. The Town will be responsible for the building pad, tie-ins for electrical and sewer and a concrete connector. The prefab restroom is within the budget at a total cost of \$189,755. The remaining \$10,245 will be used for the pad, electrical, sewer and concrete. The restroom will be placed between the curb of the parking lot and the current playground – which side of the playground entrance will be determined later by proximity to the utilities. The lead time for this project is long – we can expect the building to be ready in early fall of 2023.

Once approved by the Board of Mayor and Aldermen, the Town of Farragut will purchase the prefab restroom through Sourcewell. Staff recommends moving forward with the purchase of the prefab restroom as it is within the budget.

FINANCIAL SECTION:

Project:			<u>Remaining</u>
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Amount</u>
200,000	189,755	189,755	10,245
Approved By: PH			

RECOMMENDATION BY: Sue Stuhl & Lauren Cox

PROPOSED MOTION: Approval of purchase of prefab restroom from the Public Restroom Company through Sourcewell Contract #081721-PRM for the cost of \$189,755.

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

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

Price Proposal: Town Hall Park - Town of Farragut, TN
Date: December 22, 2022
Reference: 11479-11/21/2022-3
PRC Sourcewell: Contract # 081721-PRM

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 168,487

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 21,268 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 189,755

Town Hall Park - Town of Farragut, TN | 12/22/2022 | Reference # 11479-11/21/2022-3
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6' POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6' POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to

cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM BUILDING FARRAGUT, TENNESSEE TOWN HALL PARK

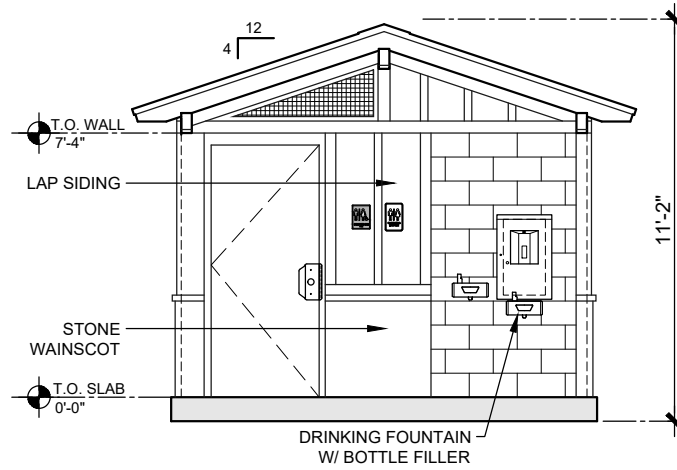
ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

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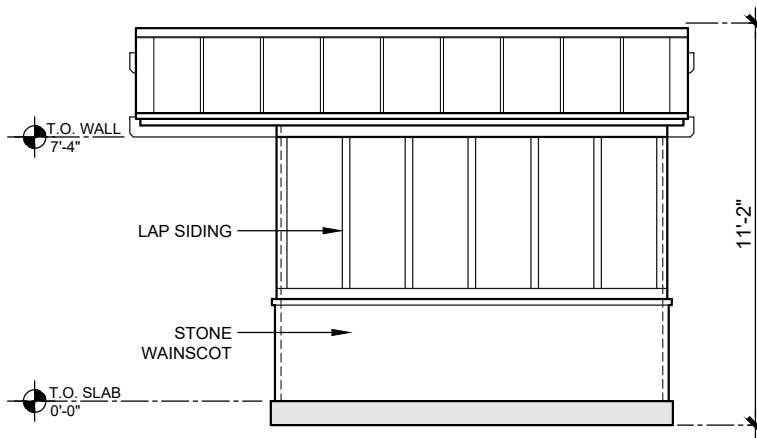


www.PublicRestroomCompany.com

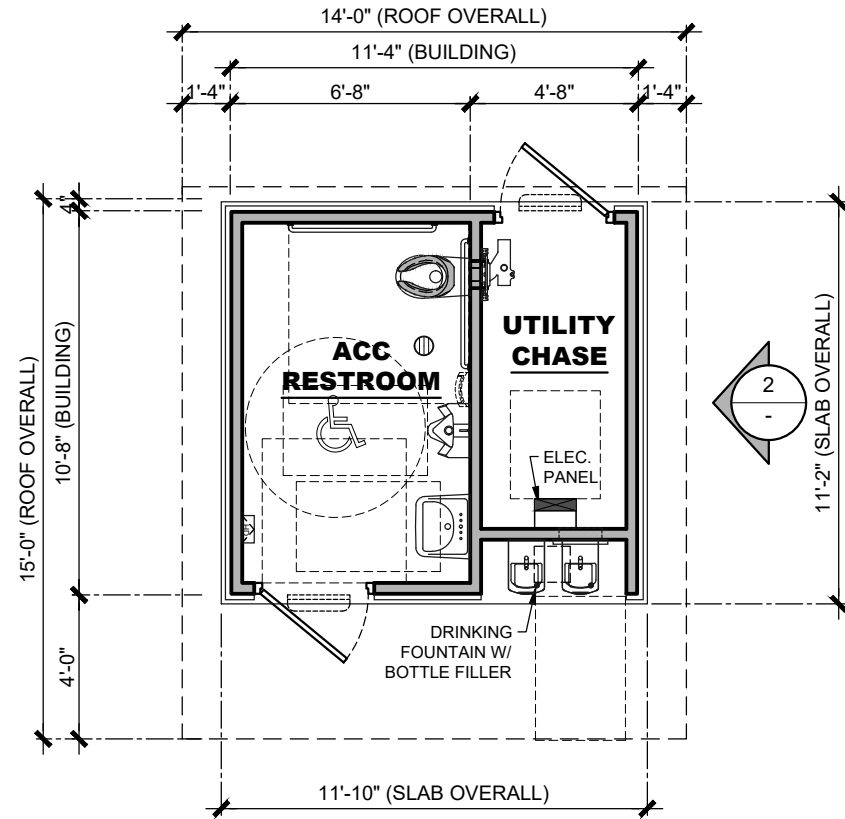
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448

**ELEVATION 1**

SCALE: 3/16"=1'-0"

**ELEVATION 2**

SCALE: 3/16"=1'-0"

**FLOOR PLAN**

SCALE: 3/16"=1'-0"



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PERMISSION OF PUBLIC
RESTROOM COMPANY.

BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**TOWN HALL PARK
FARRAGUT, TN**

REVISION #

3REVISION
DATE: **11/21/2022**

DRAWN BY: EOR

PROJECT #:

11479START
DATE: **11/10/2022**

DRAWN BY: EOR

SHEET#

MAX. PERSON / HOUR:

90 S



SPECIFICATIONS

Project #: 11479
Project Name: Town Hall Park
Site Address: 11408 Municipal Center Drive
City, State, Zip: Farragut, TN 37934

Date: 11/23/2022
Bldg Size: See Drawings
Type of Bldg: SP-111-CE-DF-BF
Restroom

TYPE OF BUILDING

Construction Type

LVR

Wood framed walls above cap beam, plank & beam roof structure - 1" x 1" x 3/16" S.S. vents [typically 2 each per corner]

FLOOR SYSTEM

ROOM/ITEM

FINISH

Entire Building	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Entire Building	Floor Coating with Skid Resistant Additive - Flakes
Footings/Foundation	Provide Steel Angle Tie Downs

WALL SYSTEM

BUILDING WALLS HEIGHT

Building Walls Height	7'4"
-----------------------	------

EXTERIOR WALLS - CMU

BLOCK TYPE AND COLOR

ROWS

Precision Exterior 4" CMU	Precision Gray	All
---------------------------	----------------	-----

CAP BEAM

Cap Beam	Cap Beam, Steel Tube, Painted
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WALL FINISHES - EXTERIOR

TYPE

FINISH

HEIGHT

Wainscot	Cultured El Dorado Stone With Water Sill	To 32" AFF
FRC Siding -Below- Cap Beam	Cedarmilll, Lap Siding, Horizontal-Allura - Painted	Above Wainscot To Cap Beam
FRC Siding -Above- Cap Beam	Cedarmilll, Lap Siding, Horizontal-Allura - Painted	Above Cap Beam
Alcove	Precision CMU Painted	To Cap Beam
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM

FINISH

HEIGHT

Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam

ROOF SYSTEM

ITEM

DESCRIPTION

Metal Sales Image II 26 GA	26 GA SSM, Metal Sales Image II Standing Seam With 12" Striations W/Ice & Water	
Entire Building Ceiling	(LVR) KD T&G Select Deck --- Stained, 716 Cedar Tone	
Roof Insulation	Insulate Building To Code	R Value:
Fascia	2x6 KD SPF Primed (LVR)	
Porch Truss	Stained Wood Truss and Posts	Gusset Plates
Vents SS Wire Mesh	Stainless Steel Wire Mesh - Provide Lexan Cover for Vents	

DOORS - HARDWARE	
ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuos Hinge
Deadbolt	SCHLAGE B600 series temporary large format core (std)

ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Weather Strip	Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684	All
Door Sweeps	Pemko Door Sweep 321SSN36"	All
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase

RESTROOM ACCESSORIES		
ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louver Sunvent Industries Model #157	Polished Aluminum
Surface Mount SS	Foundations Special Needs Changing Station # 100SSE-SM (ADULT)	Stainless Steel
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02,	Spray Nickel

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook (Standard)	Utility Hook, Bright Finish, Bobrick # B-670-PRC or Franklin Brass 5501 for Blazer
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353

RESTROOM SPECIALTY ITEMS			
ITEM	SIZE	DESCRIPTION	FINISH
Paperstone Shelving	4" X 36"	PaperStone, Color: Slate - over the lavatory & Urinal	Raw

PLUMBING	
FIXTURE/PART	DESCRIPTION
Drinking Fountain	(Murdock) Acorn GS Series, Wall Mount Drinking Fountain, # GSE64-FG-316SS- Dual
Bottle Filler	Acorn BF3 Series, Type 316 SS Bottle Filler, # A0000000-BF3-316SS
Toilets - Vitreous China	China Wall Hung Toilet Zurn # 5617-BWL
Urinals - Vitreous China	Zurn China Urinal, .125 to 1.0 GPF, Rear Spud, Model # Z5765-U
Lavs - Vitreous China	China Lav Zurn # 5341
Sensor - Toilet Flush Valve	Zurn Flush Valve 1.28 Ga Zurn # ZEMS6152AV-HET-7L-1.28
Sensor - Urinal Flush Valve	Zurn Urinal Flush Valve .125 Ga Zurn # ZEMS6195AV-ULF-7L
Metering Faucet	Single Hole Metering Faucet, Chicago Model # 333-E2805-665PSHABCP - Tempered
Floor Drains: W/Trap Primer	Floor Drain Zurn # ZN460-2NH-5B W/Strainer / With Trap Primer

PLUMBING GENERAL		
FIXTURE/PART	DESCRIPTION	
Water Heater	Stiebel DHC-E3	1 lavatory
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12	
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve	
Water Line Material	Copper (Std)	
Hose Bibb- Interior	Acorn #8121-LF - in the Chase	
Hose Bibb- Exterior	Jay R Smith 5509QT-R-150 Lockable	

ELECTRICAL		
ITEM	DESCRIPTION	
Electrical Panel	100 amp Single Phase - 120/240 v	20 Circuits
Breakers	Plug on (QOD)	
LIGHTING		
ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior-	Light Fixture Integrated Occupancy Sensor (OCC)	
Interior Lights	W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC	15 Watts
Lighting Control -Exterior-	Photo Cell Intermatic Photo Control #EK4336S	
Exterior Lights	W) Luminaire, AEL-12 (Dark Sky Compliant) 20" long	10 Watts
Exterior Light	W) Luminaire, AEL-24 (Dark Sky Compliant) 32" long	20 Watts
Chase Lights	C) Green AL-41L (small Chase) Waterproof	15 Watts
RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS		
ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI (Adjacent to Panel)	
Switches Single Pole	Single Pole (Adjacent to Panel)	
Switches By Pass	By Pass (To By Pass OCC Sensors)	
Compact Space Heater	QMARK CHPR25 Compact Freeze Protection Unit	
Fan	Broan Model # L100MG 120 VAC with 6" Round Duct Connector #1106466	
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl Smith, PE

SUBJECT: Approval of Professional Services Agreement from LDA Engineering, Inc. for Study to Determine Options to Extend Turkey Creek Greenway, Brixworth Subdivision to Virtue Road

INTRODUCTION: The purpose of this item is the approval of a proposal from LDA Engineering, Inc. to study the possibilities of extending the Turkey Creek Greenway from its western terminus (1850 feet west of Brixworth Boulevard) to Virtue Road.

BACKGROUND: One of the Town's strategic goals is providing excellent parks, recreation, cultural amenities and programs. The Town's FY22/23 Capital Investment Program includes funding to study options to connect the Turkey Creek Greenway (which currently ends 1850 feet west of Brixworth Boulevard) to Sheffield Subdivision and Virtue Road. When the Town constructed the Turkey Creek Greenway in the early 1990's, the designers opted to terminate the greenway at its current location, no doubt due to the high cost of construction through the steep terrain on the northern side of Turkey Creek Road. Most likely, this was done with the intent of extending the greenway farther to the west in the future, when the Town might improve the alignment of the western end of Turkey Creek Road. Completion of the Little Turkey Creek Greenway connection between Brookmere and Sheffield Subdivisions (scheduled to begin construction in Spring 2023) will provide a greenway connection from Sheffield Subdivision to Kingston Pike, and further connection to the Turkey Creek Greenway is a logical next step. It must also be noted that connection to the bridge over Little Turkey Creek will enable a future connection from that point to the future greenway at the Grove at Boyd Station subdivision when Virtue Road Phase 2 is constructed, likely beginning construction around 2028.

The attached proposal from LDA Engineering outlines the scope of services for study of up to three alternative alignments to connect the Turkey Creek Greenway to Virtue Road, for a lump sum fee of \$23,000.

FINANCIAL SECTION:

Project: Study to Extend Turkey Creek Greenway			
<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$100,000.00	\$23,000	\$0	\$77,000
Approved By: 			

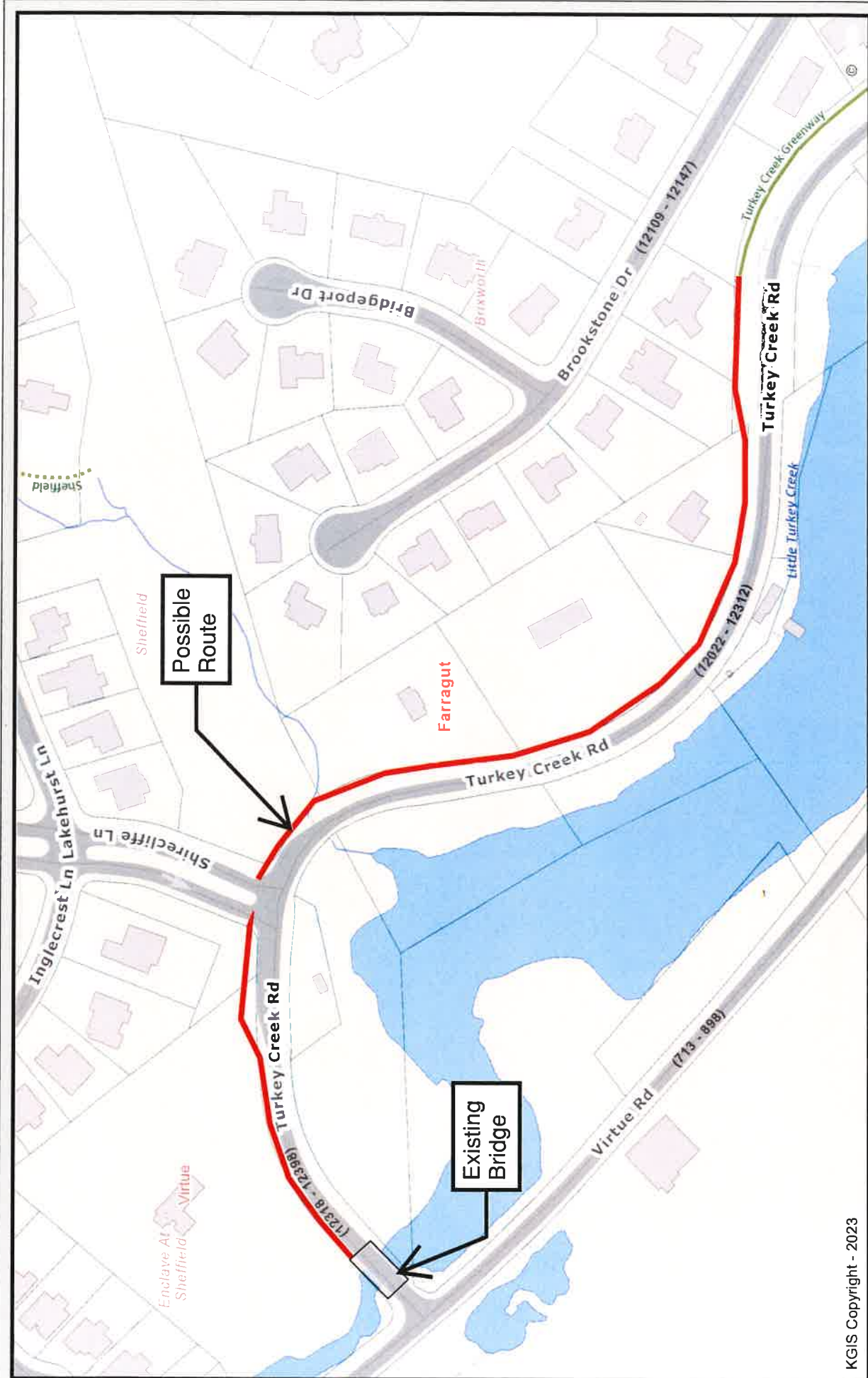
RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of professional services agreement with LDA Engineering, Inc., for study to determine options to extend Turkey Creek Greenway, from Brixworth Subdivision to Virtue Road.

BOARD ACTION:

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

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



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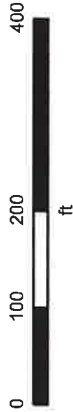
Turkey Creek Greenway Extension

Brixworth Subdivision to Virtue Road

Knoxville - Knox County - KUB Geographic Information System



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TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

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

Project: Turkey Creek Greenway Connection Study

Location: From Brixworth Subdivision to Virtue Road

Description of Project: Develop up to three alternates for 1,900' gap in greenway

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

See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$23,000.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before June 30, 2023.

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

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the

schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

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

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

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

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

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

workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

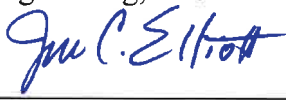
Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

LDA Engineering, Inc.

By:  _____

Printed
Name: _____ Jason Elliott

Title: _____ Principal Engineer

Date: _____ 12/14/2022



LDA ENGINEERING

ATTACHMENT A

December 14, 2022

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

Reference: Proposal for Professional Services
Turkey Creek Greenway Connection Study

Dear Brannon,

We appreciate the opportunity to work with the Town of Farragut on this project. Below is our proposal to provide engineering and surveying services related to the design of the project.

PROJECT DESCRIPTION

The Turkey Creek Greenway Connection Study consists of investigating, evaluating, and developing functional plans and planning estimates for up to three viable alternates for the connection of the Turkey Creek Greenway between the Brixworth subdivision and Virtue Road. The total length of the gap in the existing greenway is approximately 1,900 linear feet.

This is a locally funded project. TDOT Standard Drawings and Specifications will be the governing guidelines for engineering and design. Other standards may include ADA, MUTCD, AASHTO, and FHWA publications.

SCOPE OF SERVICES

Task 1 – Preliminary Engineering Study

- A. Develop base mapping of existing features and property lines using KGIS data and limited field survey along the proposed greenway alignment. Field survey will be limited to key features and elements that are not included with KGIS data.
- B. Design up to three alternates for the horizontal and vertical geometry of the greenway. This will include plan, profile, and cross sections.
- C. Evaluate storm water management and erosion prevention/sediment control methods for each alternate.
- D. Evaluate the need for and size of retaining walls for each alternate.
- E. Evaluate acquisition and impacts to private property within the project limits.
- F. Identify potential conflicts with existing utilities.
- G. Develop functional plans and planning cost estimates for each alternate.

ESTIMATED SCHEDULE (DAYS TO COMPLETE)

- Base mapping and field survey – 15 days from Notice to Proceed
- Design of alternates – 30 days from completion of survey
- Develop functional plans and estimates – 30 days from completion of Town Staff review of alternates
- Present the alternates to the Farragut Municipal Planning Commission and to the Farragut Board of Mayor and Aldermen – two meetings, schedule and dates TBD

EXCLUDED SERVICES

Although not a complete list of services to be excluded from this proposal, the following services are specifically excluded.

- NEPA documentation
- Boundary survey and property deed research
- Environmental permitting
- Utilities coordination
- Construction documents

PROJECT FEES

The total fee to complete the above Scope of Services is \$23,000. The actual compensation will not exceed this total unless approved in advance by the client.

If all conditions of this proposal are acceptable, please sign below for authorization to proceed. Thank you again for this opportunity.

Respectfully,



Jason C. Elliott, P.E.
Principal Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____

Date: _____



LDA ENGINEERING

ATTACHMENT B 2022 BILLING RATES

MANAGING ENGINEER	225.00
SENIOR PROJECT MANAGER	195.00
CIVIL-ENV. ENGINEER/SCIENTIST V	225.00
CIVIL-ENV. ENGINEER/SCIENTIST IV	205.00
CIVIL-ENV. ENGINEER/SCIENTIST III	175.00
CIVIL-ENV. ENGINEER/SCIENTIST II	155.00
CIVIL-ENV. ENGINEER/SCIENTIST I	135.00
ELECTRICAL ENGINEER II	245.00
ELECTRICAL ENGINEER I	225.00
GIS/CADD IV	135.00
GIS/CADD III	115.00
GIS/CADD II	95.00
GIS/CADD I	75.00
GIS PROFESSIONAL/RLS II	165.00
GIS PROFESSIONAL/RLS I	145.00
FIELD TECHNICIAN V	135.00
FIELD TECHNICIAN IV	115.00
FIELD TECHNICIAN III	105.00
FIELD TECHNICIAN II	95.00
FIELD TECHNICIAN I	75.00
PROJECT ADMINISTRATOR III	95.00
PROJECT ADMINISTRATOR II	85.00
PROJECT ADMINISTRATOR I	75.00
COMMUNICATION SPECIALIST II	125.00
COMMUNICATION SPECIALIST I	115.00
2-PERSON SURVEY CREW	220.00

Automobile mileage will be invoiced at prevailing IRS rate which is \$0.58/mile effective January 1, 2022. Sub-consultant professional services including but not limited to geotechnical and survey will be invoiced at cost plus 8%. Rates listed are subject to annual adjustment on January 1, 2023.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** **Approval of Contract with Tennessee Department of Transportation for Development of Project to Reconstruct Interchange at I-40/75 and Campbell Station Road**

INTRODUCTION: The purpose of this item is approval of an agreement with the Tennessee Department of Transportation for development of a project that will reconstruct the interchange at I-40/75 and Campbell Station Road.

BACKGROUND: The Town has approached the Knoxville Regional Transportation Planning Organization (KRTPO) and the Tennessee Department of Transportation (TDOT) many times over the years, requesting development of a project that would reconstruct the I-40/75 interchange with Campbell Station Road. Our town's leadership has also lobbied for improvements to the interchange, bringing the matter to state and federal officials for consideration.

In 2020, WSP USA (engineering consultant) completed a study of Interstate 40 across the state, identifying deficiencies for TDOT's Strategic Transportation Investments Division (STID). As that work was being completed, KRTPO, Knox County and the Town of Farragut requested a more "in-depth" study be conducted of the corridor from the Interstate 40/75 split through the I-40/75/Lovell Road interchange. WSP's further study concluded with completion of Technical Planning Reports for the Campbell Station Road and Watt Road interchanges, including recommendations for additional lanes through the corridor. The Campbell Station report considered several types of interchange and found the most efficient and cost-effective design for this location to be a "diverging diamond" layout (see attached map). Switching sides for the NB and SB movements thru the interchange allows all turns to be made as "free movements," only signalizing the movements where the two sides are switched. This provides a greatly improved level of service, while minimizing the amount of additional right of way required. Please note the alignment shown on the attached map provides for Campbell Station Road to be elevated above I-40/75 and moved to the west to utilize existing right of way on the north side that was dedicated to the Town during the 1990's as that property was developed.

DISCUSSION: TDOT announced last year that Governor Lee's state budget for this fiscal year provides necessary funding for improvements to both the Campbell Station Road and Watt Road interchanges. Mayor Williams and staff met with TDOT Deputy Commissioner/Chief Engineer Paul Degges on June 8 to discuss the Campbell Station interchange, and we were informed the funding will cover all costs for the interchange itself, as well as 50% of the state share Local Interstate Connector (LIC) funding for tie-ins to Campbell Station Road. Total costs for the project are estimated to approach \$57 million, with the Town of Farragut responsible for \$8,750,000 as a local match of the LIC funds. The attached contract includes a breakdown of the Town's participation by fiscal year as follows:

- FY23: \$500,000
- FY24: \$2,062,500.00
- FY25: \$2,062,500.00
- FY26: \$2,062,500.00
- FY27: \$2,062,500.00

The Board met in workshop sessions in late 2022 to discuss revising project priorities that would allow these funds to be allocated, and this funding schedule agrees with the Board's assessment. Town staff is pleased to recommend approval of the attached contract for development of the project.

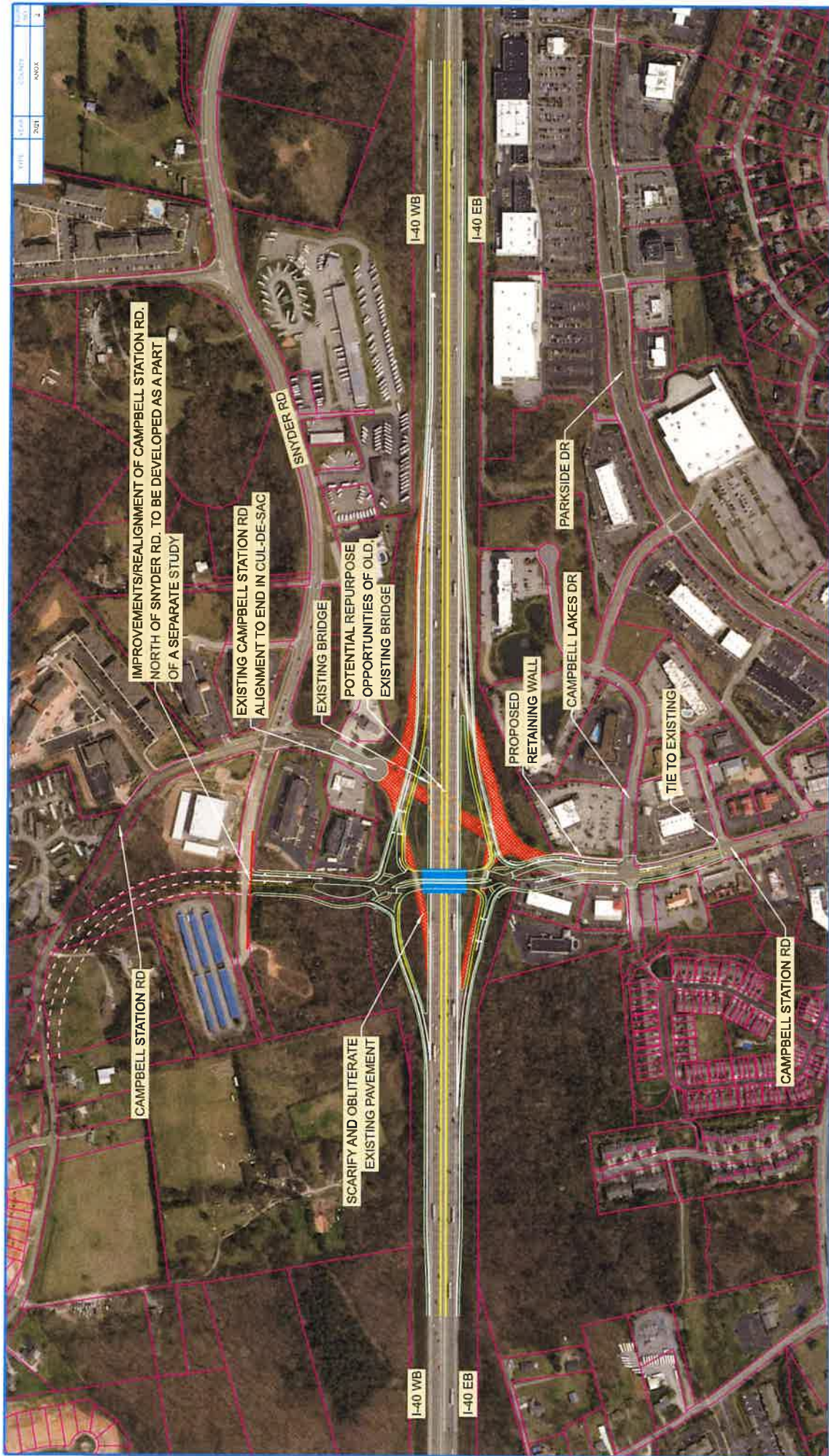
RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of Contract with the Tennessee Department of Transportation for development of project to reconstruct interchange at I-40/75 and Campbell Station Road.

BOARD ACTION:

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

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



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
S.D.D.
FIGURE 2
BUILD ALTERNATIVE #2
DIVERGING DIAMOND
INTERCHANGE ON
NEW ALIGNMENT

TECHNICAL PLANNING REPORT

I-40 EXIT 373
CAMPBELL STATION ROAD
KNOX COUNTY



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

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

January 3, 2023

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

Re: Interchange Modification at I-40 Interchange at Campbell Station Road (Exit 373)
Farragut, Knox County
PIN: 132673.00
Federal Project Number: N/A
State Project Number: 47I040-S3-007; 47CCIT-S3-002
Contract Number: 220199

Dear Mayor Williams:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires any additional explanation. The estimated cost for your agency's share of the preliminary engineering phase is \$500,000.00.

If you find the contract fully satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Upon execution by your Agency, please return your preliminary engineering deposit of \$500,000.00 to TDOT. Once the contract is fully executed Adobe Sign will send you a link to download the contract for your files.

The deposit may be made either by check delivered to Matt Burcham in the Local Programs Development Office at the address listed above or via deposit into the Local Government Investment Pool (LGIP) account. To deposit funds into your LGIP account, please follow the attached instructions.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

Lisa Dunn

Lisa Dunn
Transportation Manager 1

Attachment

C O N T R A C T

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE**, hereinafter referred to as the "Treasury", and _____, Tennessee, hereinafter referred to as the "Local Agency".

W I T N E S S E T H:

WHEREAS, the State of Tennessee, acting through the Department of Transportation, entered into a contract with the _____, hereinafter called "Local Agency", on the _____ day of _____, 20____ relative to providing for implementation of _____.

WHEREAS, said agreement provides that the Local Agency may deposit its pro rata share of the estimated cost of the project with the Treasury for temporary investment as an alternative to furnishing the Department with said share, and the Local Agency has elected to use said alternate; and

WHEREAS, the Local Agency has made application to participate in the Local Government Investment Pool which has been accepted by the Treasury and has deposited its pro rata share of the estimated cost of the project by immediate credit transfer and advised the Treasury thereof and identified the account to which said deposit should be credited.

NOW THEREFORE, in consideration of the premises, the Treasury and the Local Agency agree as follows:

The Local Agency hereby authorizes Treasury to transfer from its Local Government Investment Pool Account (LGIP Account) relative to the above- identified project, to the account of the Department of Transportation, such amounts as said Department may request from time to time by written instructions from its Finance Director, without liability.

The Local Agency understands that no funds in its LGIP account shall be subject to withdrawal until the project is completed and the actual pro rata share of cost is determined. On completion, any surplus will be returned to the Local Agency pursuant to written instructions of said Department with an accounting of transfers made.

The Treasury will credit interest to the account which will be added to the principal and will become part of the surplus, if any, for disposition by said Department at the completion of the project. LGIP account statements will be sent to the Local Agency and said Department monthly. There will be an administrative fee charged to the Local Agency for the LGIP account at the same rate as other LGIP accounts are charged.

It is understood by the parties that the Treasury shall be responsible for the investment of aforesaid sum in accordance with the terms and conditions of the administration of the pool.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officials as of the date above written.

**STATE OF TENNESSEE
TREASURY DEPARTMENT**

By: _____

NAME OF OFFICIAL WHOSE
SIGNATURE APPEARS BELOW

(Type or Print)

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

COUNTY OF: _____

SIGNATURE
OF OFFICIAL: _____

INSTRUCTIONS FOR DEPOSITING FUNDS
FOR INVESTMENT IN LOCAL GOVERNMENT INVESTMENT POOL

Enclosed herewith you will find one (1) copy of a contract relative to investing in the Local Government Investment Pool (LGIP) administered by the State Treasury Department. These are for your use in providing evidence that the Local Agency's pro-rata share of funds for the amount set forth in the project agreement relative to the project identified in the contract have been deposited for the use of the Department of Transportation. After completing the information necessary in the body of the contract you will need to have a total of four (4) original copies signed by an authorized official. Due to the sophistication of today's copiers, signatures in ink of a color other than black will clearly mark them as original signatures and prevent possible delays. Mail two (2) copies to, Assistant Director of Investment Department, P. O. Box 198785, Nashville, TN., 37219-8785, and one (1) copy to Jennifer Herstek, Finance Administrator, Tennessee Department of Transportation, 800 James K. Polk Building, Nashville, TN 37243-0329. The remaining copy is to be retained for your file until a fully executed copy is returned by the Treasury Department. Any questions you have should be directed to **Assistant Cash Manager for LGIP Administration at (615) 532-1163.**

Please note that due to the volume of deposits, the Treasury Department will not confirm to TDOT that your deposit has been made more than once a month. To prevent delays in project development, once you have made the deposit, call the person who signed the letter transmitting this document. Give that person the account number to which you have made your deposit, the amount of your deposit and the date on which you submitted it.

Agreement Number: 220199
Project Identification Number: 132673.00
Federal Project Number: N/A
State Project Number: 47I040-S3-007; 47CCIT-S3-002
State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

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

"Interchange Modification on I-40 Interchange at Campbell Station Road (Exit 373)"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

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

A.2 Modifications and Additions:

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

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

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

Utility Coordination by: **Department** **Project**

Construction by: **Department** **Project**

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

B.2 Completion Date:

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

B.3 Environmental Regulations:

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

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

B.4 Plans and Specifications

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

B.5 Right-of-Way

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

B.6 Approval of the Construction Phase

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

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

B.7 Detours

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

B.8 Utilities

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

B.9 Railroad

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

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

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

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

C.2 Eligible Costs:

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

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

C.3 Limits on Federal and State Participation:

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

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

C.4 Payment Methodology:

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

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

C.5 The Department's Obligations:

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

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

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

1) **Misrepresentation:**

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

2) **Litigation:**

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

3) **Approval by Department:**

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

4) **Conflict of Interests:**

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

5) **Default:**

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

C.6 Final Invoices:

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

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

C.7 Offset:

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

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

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

C.8 Travel Compensation

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

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

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

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

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

D.3 State Law:

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

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

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

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

D.5 Appropriations of Funds:

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

D.6 Rights and Remedies Not Waived:

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

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

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

D.8 Independent Contractor:

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

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

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

D.9 Maintenance:

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

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

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

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

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

D.11 Tennessee Department of Transportation Debarment and Suspension:

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

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

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

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

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

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

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

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

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

D.13 Equal Employment Opportunity:

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

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

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

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

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

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

D.16 Conflicts of Interest:

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

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

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

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

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

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

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

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

D.19 Records:

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

D.20 Inspection:

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

D.21 Annual Report and Audit:

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

D.22 Termination for Convenience:

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

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

D.23 Termination for Cause:

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

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

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

D.25 Agreement Format:

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

D.26 Certification Regarding Third Party Contracts:

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

D.27 Amendment:

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

D.28 State Liability:

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

D.29 Force Majeure:

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

D.30 Required Approvals:

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

D.31 Estimated Cost:

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

D.32 Third Party Liability:

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

D.33 Deposits:

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

D.34 Department Activities:

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

D.35 Congestion Mitigation and Air Quality Requirement:

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

D.36 Investment of Public Funds:

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

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

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

D.37 Federal Funding Accountability and Transparency Act:

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

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

TOWN OF FARRAGUT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Ron Williams **Howard H. Eley**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Tom Hale **John Reinbold**
Attorney **General Counsel**

By: _____ Date _____
Daniel Pallme
Interim Director

EXHIBIT "A"

AGREEMENT #: 220199

PROJECT IDENTIFICATION #: 132673.00

FEDERAL PROJECT #: N/A

STATE PROJECT #: 47I040-S3-007; 47CCIT-S3-002

PROJECT DESCRIPTION: I-40 Interchange at Campbell Station Road (Exit 373): Construction of a diverging diamond configuration above I40/75 and west of the existing bridge over Campbell Station Road. Realignment of Campbell Station Road north of Snyder road. Project also includes north/south bike/pedestrian connection for the Campbell Station corridor using the existing Campbell Station Road under the existing I-40/75 bridge.

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

TYPE OF WORK: Interchange Modification

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	LIC	0%	50%	50%	\$1,000,000.00
PE-DESIGN	STA	0%	100%	0%	\$2,250,000.00
RIGHT-OF-WAY	LIC	0%	50%	50%	\$8,000,000.00
RIGHT-OF-WAY	STA	0%	100%	0%	\$500,000.00
CONSTRUCTION	LIC	0%	50%	50%	\$8,500,000.00
CONSTRUCTION	STA	0%	100%	0%	\$29,500,000.00

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

LEGISLATIVE AUTHORITY: LIC: Tennessee Code Annotated 54-5-501; LIC: Local Interstate Connecting Route Act of 1965

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

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

NOTE: The Town of Farragut will be providing their \$8.75 million match in the following increments with the understanding that the Department will not proceed with construction until the Town's full obligation has been received.

FY23: \$500,000.00

FY24: \$2,062,500.00

FY25: \$2,062,500.00

FY26: \$2,062,500.00

FY27: \$2,062,500.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Karen Tindal, Tourism Manager**SUBJECT:** Approval of Program Change in the Tourism Department

INTRODUCTION: This request is for re-structuring the organization chart with the increase of the part-time Tourism Assistant position to a full-time Tourism Program Coordinator position, and the addition of a temporary part-time Tourism Assistant position that will be fully funded through the Tennessee Tourism & Hospitality Recovery Fund (ARP) grant from FY 23 through November 30, 2026.

BACKGROUND: In September 2022, the Town was awarded \$237,500.00 in American Recover Plan (ARP) funds through the Tennessee Tourism & Hospitality Recovery Fund. This 100% fully reimbursable grant provides funds to Destination Marketing Organizations (DMOs) for tourism marketing and development initiatives to restore consumer demand, tax revenue and jobs. Alongside additional grant-related projects, the Visit Farragut program is growing at a rapid pace. Demand for new collateral, assistance with events, website expansion, development of the Mobile Visitor Center (MVC), the Tennessee Tourism & Hospitality Fund grant, and creation of additional marketing programs led to an assessment of the current staffing level within the department. Currently the workload exceeds the capacity of the current 65 hours a week staffing model.

JUSTIFICATION: To address ongoing increases in workload, the existing Tourism Assistant position will transition to a full-time position as Tourism Program Coordinator. Additionally, the administration and implementation of the ARP funding will include complex projects and initiatives over the next four years requiring dedicated personnel to handle the administration and oversee the compliance of this grant under the supervision of the Tourism Manager. To address these grant-related needs, a temporary part-time position will be created for new Tourism Assistant with the terms of their employment ending on November 30, 2026.

DIRECT AND ALLOCATED COSTS: For the Program Coordinator position, the difference in FY 23 and amended FY 23 budget is a total of \$21,568.00 for reallocation to a full-time position. The difference from amended FY 23 to FY 24 is \$17,900.00 for this full-time position.

For the temporary part-time, grant-related Tourism Assistant, the direct and allocated costs for this position for the remaining months of FY 23 with the contract period ending on June 30, 2023, would be a net change increase of \$19,690; all costs would be covered with the ARP awarded funds. The direct and allocated costs for this position for each of the remaining years of grant funding (FY 24, FY25, FY26, FY27) would be \$31,449; all costs would be covered with the ARP awarded funds.

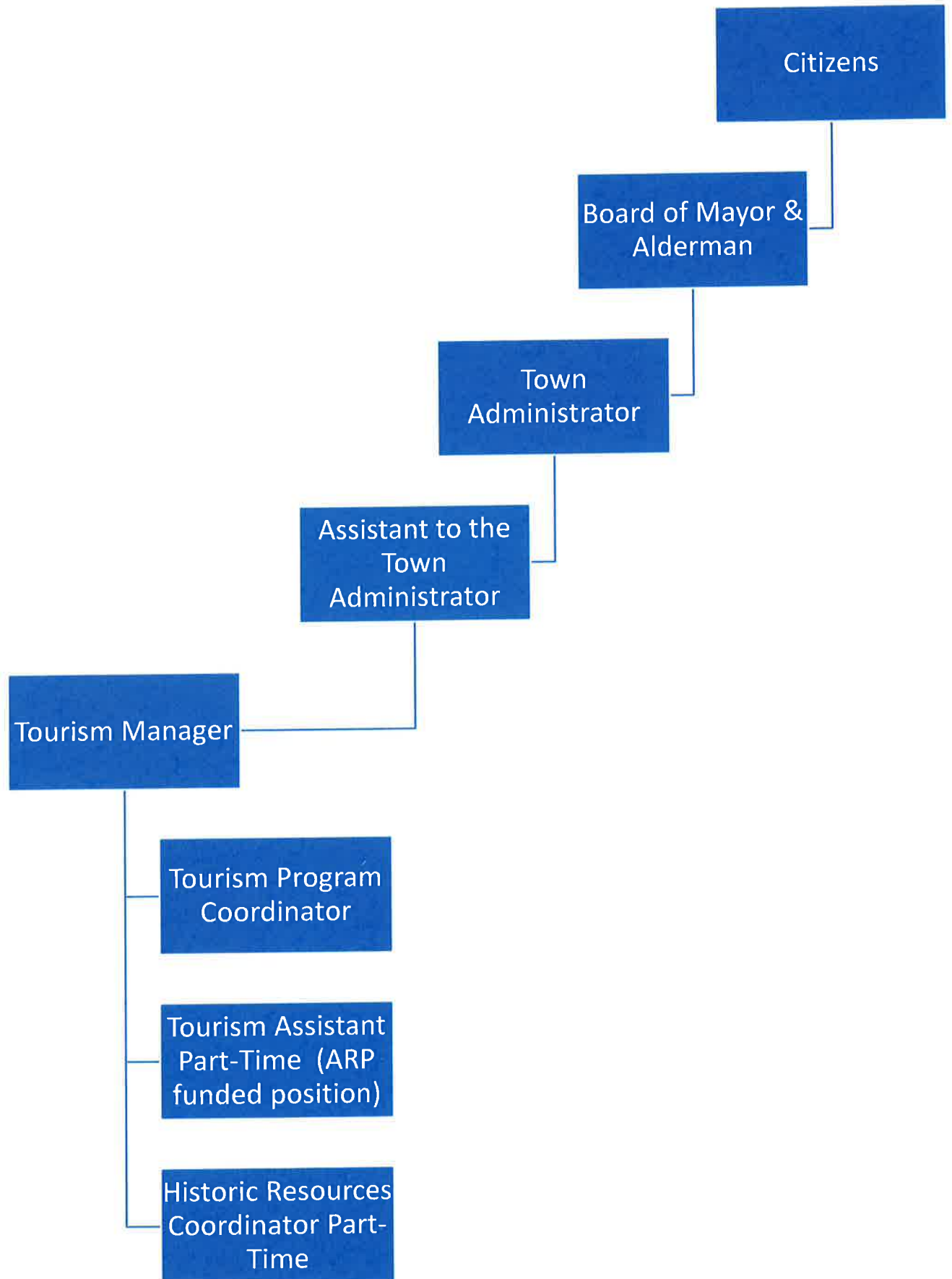
RECOMMENDATION BY: Assistant to the Town Administrator Trevor Hobbs and Tourism Manager Karen Tindal for approval.

PROPOSED MOTION: Approval of the attached program change request for the Tourism Department

BOARD ACTION:

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

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



Tourism Program Coordinator

Department: Administration

FLSA Status: Non-Exempt

General Definition of Work

Performs moderate professional and administrative work in the development and implementation of plans and programs to attract and sustain cultural tourism and business in the Town of Farragut. Work involves implementing goals and processes under the direction of the Tourism Manager.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions.

Essential Functions

- Assists in development and implementation, in conjunction with the Tourism Manager, integrated tourism marketing, advertising, media and public relations strategies and tactics on a national, regional, state, and local level.
 - Writes marketing copy
- Assists in development and implementation of the design of tourism logos, advertisements and social media graphics.
- Assists in the schedule and content of Town's tourism social media account(s) and Visit Farragut website.
 - Primary social media content creator
 - Knowledge and experience with graphic and video design applications, and social media scheduling platforms
- Coordinates and designs promotional publications/materials for tourism such as flyers, posters, brochures, videos, etc.
- Coordinates, performs and edits event photography and videography.
- Coordinates work done by outside consultants on tourism efforts.
- Works with local hotels, businesses, and organizations to unify local, regional, and state-wide efforts to promote natural, cultural and heritage tourism.
- Responds to citizen requests and concerns.
- Performs other duties and coordinates other projects as assigned.

Knowledge, Skills, and Abilities

Basic knowledge of tourism policies, practices and procedures; thorough knowledge of writing and editing techniques required to prepare reports and related documents; general knowledge of town programs, policies and structure; previous experience with photography and/or video, some knowledge of first aid methods and necessary safety precautions to be used in recreation work; thorough skill researching and organizing data; ability to develop promotional copy and perform technical editorial work; some skill operating standard office equipment, hardware and software; some skill operating standard tools of the trade; ability working closely with various citizens, committee and staff members; ability to make arithmetic computations using whole numbers, fractions and decimals; ability to communicate effectively, both orally and in writing; ability to establish and maintain effective working relationships with associates, elected officials, local businesses, the media and the general public.

Education and Experience

Bachelor's degree with coursework in tourism, marketing, communications or related field or any equivalent combination of education, training and experience which provides the requisite knowledge, skills and abilities for this position.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires walking, sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires standing and repetitive motions and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Ability to work occasional nights and weekends for programs, events and tourism promotion as scheduled.
CPR/First Aid/AED certification within one year.
Valid driver's license in the State of Tennessee.

Part-Time Tourism Assistant

ARP Fully Funded Position

Department: Administration

FLSA Status: Non-Exempt

General Definition of Work

Performs moderate professional and administrative work in the development and implementation of plans and programs to attract and sustain cultural tourism and business in the Town of Farragut. Work involves implementing goals and processes under the direction of the Tourism Manager.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions.

Essential Functions

- Assists in administration and implementation of the Tennessee Tourism & Hospitality Recovery Fund grant, in conjunction with the Tourism Manager and Tourism Coordinator.
 - Submits spending plans
 - Submits required reimbursement documentation
 - Ensures grant compliance
- Assists in development and implementation of the projects and initiatives associated with the Tennessee Tourism & Hospitality Recovery Fund grant, these duties may include but are not limited to:
 - Assisting with RFQ proposals and submissions
 - Procurement of third-party vendors and materials
 - Development and implementation of training programs for front line hospitality partners and program volunteers
 - Design and production of tourism collateral
- Assists in the supporting the management of the Town's tourism social media account(s) and Visit Farragut website.
 - Responds in a timely and appropriate manner to comments and messages on social media platforms
 - Assists with social media content creation, management and analytics
 - Assists with website platform management and analytics
 - Knowledge and experience with graphic and video design applications, and social media scheduling platforms
- Coordinates and assists in designing promotional publications/materials for tourism such as flyers, posters, brochures, videos, etc. .
- Coordinates work done by outside consultants on tourism efforts.
- Works with local hotels, businesses, and organizations to unify local, regional, and state-wide efforts to promote natural, cultural and heritage tourism.
- Responds to citizen requests and concerns.
- Performs other duties and coordinates other projects as assigned.

Knowledge, Skills, and Abilities

Basic knowledge of tourism policies, practices and procedures; thorough knowledge of writing and editing techniques required to prepare reports and related documents; general knowledge of town programs, policies and structure; previous experience with photography and/or video, some knowledge of first aid methods and necessary safety precautions to be used in recreation work; thorough skill researching and organizing data; ability to develop promotional copy and perform technical editorial work; some skill operating standard office equipment, hardware and software; some skill operating standard tools of the trade; ability working closely with various citizens, committee and staff members; ability to make arithmetic computations using whole numbers, fractions and decimals; ability to communicate effectively, both orally and in writing; ability to establish and maintain effective working relationships with associates, elected officials, local businesses, the media and the general public.

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Part-Time Tourism Assistant

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Special Requirements

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