



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

AGENDA
July 27, 2023
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. July 13, 2023**
- IV. Mayor's Report**
- V. Business Items**
 - A.** Approval of Agreement, Restrictive Covenant and Security Agreement between the Town of Farragut and Smithfield Homeowners Association for public infrastructure located in the Smithfield subdivision
 - B.** Approval of Appointment to the Farragut Education Relations Committee
 - C.** Approval of Amendment to Professional Services Agreement with Civil and Environmental Consultants, Inc. for Stormwater Infrastructure Mapping and Assessment Project.
 - D.** Approval of Amendment to Professional Services Agreement with Civil and Environmental Consultants, Inc. for Development of FY22 Stormwater Repairs Project.
 - E.** Approval of Supplement Request from Civil and Environmental Consultants, Inc. for Additional Services Related to the FY22 Stormwater Repairs Project.
 - F.** Approval of a Memorandum of Understanding between the Farragut West Knox Chamber of Commerce and the Town of Farragut for FY 2024.
 - G.** Approval of a Memorandum of Understanding between the Farragut Business Alliance and the Town of Farragut for FY 2024.
- VI. Town Administrator's Report**
- VII. Town Attorney's Report**
- VIII. Citizens Forum**

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

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

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

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

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

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

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

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

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

BMA MEETING MINUTES

July 13, 2023

WORKSHOP **5:15 PM**

Information Technology Strategic Plan Report

Representatives from Avero Advisors presented the Information Technology Strategic Plan Report to the Board of Mayor and Aldermen.

BMA Meeting

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, absent; Mayor Williams, yes; In addition to staff and member of the press.

Approval of Agenda

Motion was made to approve the agenda with the deletion of item V. D., Smithfield agreement. Moved by Vice-Mayor Povlin, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of June 22, 2023, as presented. Moved by Vice-Mayor Povlin, seconded by Mayor Williams; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Mayor's Report

Farragut Committee Annual Reports

- Visual Resources Review Board
- Farragut Education Relations Committee
- Tourism/Visitors Advisory Committee
- Arts and Beautification Committee
- Board of Zoning Appeals

Mayoral Proclamation – Parks and Recreation Month – July 2023

Business Items

Approval of the Town of Farragut emergency management plan supplement to the Knoxville-Knox County emergency operations plan

Motion was made to approve the Town of Farragut emergency management plan supplement to the Knoxville-Knox County Emergency Operations Plan. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin, voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Approval of rental agreement for temporary modular office space from Vesta Modular for Town Hall renovations

Motion was made to approve the rental agreement for temporary modular office space from Vesta Modular for a total of \$131,745, with monthly rental of \$5,975 if extended beyond the initial 12-month rental period. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin, voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Approval of steering committee for the Mixed-Use Town Center visioning plan and updates to the Comprehensive Land Use Plan (CLUP)

Motion was made to approve the following for the steering committee members for the Mixed-Use Town Center Visioning Plan and Updates to the Comprehensive Land Use Plan (CLUP):

Louise Povlin, George Ellis, Dan Johnson, Sue Stuhl, Suzanne Parham, Phil Dangel, Stephen Marlowe, Scott Russ, Darryl Whitehead, Julie Blaylock, Don Mann.

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

Citizens Forum

John McCarthy, 603 Stone Villa Lane

Steve Williams, 721 Virtue Road

Karyn Smydra, 559 Barnsley

Kristen Rose, 229 McFee Road

Staci Daganhardt, 225 McFee Road

Steven Williams, 12317 Butternut Circle

The meeting adjourned at 7:20 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Approval of Agreement, restrictive covenant and security agreement between the Town of Farragut and Smithfield Homeowners Association for public infrastructure located in the Smithfield subdivision

INTRODUCTION: The purpose of this agenda item is to approve an agreement between the Town of Farragut and the Smithfield Homeowners Association for infrastructure repairs.

BACKGROUND: Smithfield subdivision located to the east of Smith Road near the intersection of Grigsby Chapel Road was established in the early 1990's and has 40 lots. When the subdivision was first developed there were oak trees planted in the six-foot grass strip between the sidewalk and the street that have grown over the years and provide a beautiful streetscape for the neighborhood.

DISCUSSION: Although street trees are encouraged in our subdivision design regulations, the use of oak trees in such a tight space is problematic due to how large the trunks get and the damage that can occur as the root systems continue to mature. In the case of Smithfield subdivision, our public works department has been making numerous repairs to the sidewalks and catch basins for several years due to damage the roots from these street trees are causing.

Early this year staff identified Smithfield subdivision as needing to be repaved during the annual repaving program. Staff had discussions with the neighborhood and provided them options to repair the existing sidewalks and streets, which included the removal of all sidewalks (no future repair costs needed), bridging over the existing tree root systems in 36 areas that need to be repaired (the HOA would pay for future repair costs due to root issues) and then milling and repaving the streets. The neighborhood decided it was very important to them to preserve the trees and keep their sidewalks as well.

The attached agreement provides the town will make the necessary milling and repaving of the streets in the subdivision as is standard in all town residential subdivisions. If future repairs are needed due to root damage caused by the trees in the subdivision prior to 15 years after the current repairs are made, the Smithfield HOA would be responsible for the cost of those repairs. Between 15 and 25 years after the current repairs are made, the Town and Smithfield HOA would share the cost based on the age of the street at the time and under the formula that is defined in Section 5.b. of the agreement. All repair cost of the streets after 25 years would be the responsibility of the Town as stated in Section 5.b.iii. Any future sidewalk, curb or drainage inlet repairs that would need to be made due to root damage, the Smithfield HOA would be responsible for the cost to repair. As these public infrastructure items identified in the agreement are all within the Town of Farragut's right of way, all repairs would be the responsibility of the Town of Farragut and at the Town's sole discretion to decide on the method of repair.

FINANCIAL SECTION: The costs to repave the streets and perform sidewalk repairs are included in the FY23 repaving contract with APAC Atlantic, Inc.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the attached agreement, restrictive covenant and security agreement between the Town of Farragut and the Smithfield Homeowners Association

BOARD ACTION:

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

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

AGREEMENT, RESTRICTIVE COVENANT AND SECURITY AGREEMENT

This **AGREEMENT, RESTRICTIVE COVENANT AND SECURITY AGREEMENT** (the “Agreement”) is entered this ____ day of _____, 2023 by and between the **TOWN OF FARRAGUT**, a Tennessee municipal corporation, (the “Town”), and the **SMITHFIELD HOMEOWNERS’ ASSOCIATION**, a not-for-profit corporation (the “Association”) (the Town and Association are referenced herein as the “Parties”).

***** W I T N E S S E T H *****

WHEREAS, the Town owns and controls the public rights-of-way that are located within the limits of the Town, including the rights-of-way that are within the Smithfield subdivision (Smithfield”); and

WHEREAS, contained within the rights-of way of Smithfield are paved roadbeds, sidewalks, and landscaped strips that are generally six (6) feet in width that separate the sidewalks from the curb and gutters (the “Road Verge Areas”); and

WHEREAS, the Association has enjoyed planted trees within the Road Verge Areas that have matured over time to the point that, as the root systems of the trees grow and become more mature, the root systems are displacing and causing damage to the sidewalks and streets in numerous places in Smithfield; and

WHEREAS, such displacement and damage to the sidewalks have created uneven surfaces in the sidewalks that are potentially unsafe for use by the public; and

WHEREAS, the Town had advised Smithfield that in order to remedy these potentially unsafe conditions it must remove, or in the alternative, repair the sidewalks within the rights-of-way of the subdivision, so as to prevent a recurrence of similar displacement and damage to any replacement sidewalks; and

WHEREAS, at the request of the Association, the Town has devised a method of repairing the sidewalks that removes the unsafe conditions, but would also allow the preservation of the trees, a solution the Association prefers as it desires to retain the mature trees in the Road Verge Areas; and

WHEREAS, the Town has developed a method that its representatives believe will allow the trees to be preserved, the specifications and details of which are described on the attached documentation which is incorporated herein by reference and which is designated as **Exhibit A** (the “Plan”); and

WHEREAS, the employment of the Plan will result in the continuation of the growth of the root systems of the trees, potentially resulting in future damage to the sidewalks and limiting their useful life to a period of time that is estimated to be substantially shorter than would be the normal useful life of newly installed sidewalks were the trees permanently removed thereby completely eliminating the cause of potential future damage; and

WHEREAS, the Town is currently unwilling to agree to employ the Plan in order to preserve the existing trees, thereby knowingly using its funds to install sidewalks that will have a shorter than normal useful life, unless the Association on behalf of itself and its members, agrees as provided herein that in the future it will bear the costs incurred by the Town when future replacement, as a result of Tree Roots, becomes necessary to replace the sidewalks currently being installed pursuant to the Plan, such replacement to occur at the time when the Town determines, that the health, safety and welfare of the public requires the removal and replacement of the sidewalks; and

WHEREAS, the Parties hereto desire to memorialize the terms and conditions of their agreement with respect to the current replacement of the sidewalks pursuant to the Plan and the future repairs of the Road Verge Areas, the roadways and the replacement of the sidewalks in Smithfield.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Parties do hereby agree as follows:

1. Recitals. The recitals hereinabove set forth are accurate and are incorporated herein by reference with the same legal force and effect as though repeated herein verbatim.

2. Responsibility for Rights-of-Way; Purpose of the Agreement. The Parties acknowledge that the sidewalks, Road Verge Areas, curbs, gutters, and roads within Smithfield are within the public right-of-way owned by the Town, and that by reason of such ownership, duties are owed by the Town with respect to the proper maintenance and care of the rights-of-way, which are created and maintained to be used by the public as ways of ingress and egress for members of the Association. Moreover, the Parties acknowledge that it is not the intention of this Agreement for the Town to delegate in any way its responsibilities for designing and maintaining its rights-of-way in Smithfield. Rather, the Parties agree that it is the purpose and intent of this Agreement to provide for an allocation between the Parties of the future costs to the Town resulting from its agreement to accommodate the requests of the Association to employ the Plan and to preserve the trees in the Road Verge Areas.

3. The Plan. Conditioned upon the Association, for itself and its members, agreeing to the terms hereof and submitting this Agreement for recording in the Knox County Register's office, such that it will run with land owned by the Association, the Town agrees to remedy the current deficiencies in the sidewalks located in Smithfield in accordance with the specifications as outlined in the Plan, and without removing the trees that are located under and adjacent to the sidewalks.

4. Town's Responsibility for Cost of the Current Improvements. The Town will bear the professional costs to develop and engineer the Plan and will also construct the sidewalks in accordance with the Plan at its expense inasmuch as, in the absence of this Agreement, it would be responsible for such costs to make these improvements to its rights-of-way in Smithfield.

5. Association Responsible for Certain Costs of Future Expense to Replace Sidewalks and to Repair or Replace Curb and Gutter and Roadways directly related to tree root damage. The normal useful life of subdivision sidewalks built to the Town's specifications would be 50+ years. The normal useful life of the asphalt surface to the streets built to the Town's specifications would be approximately 25 years.

- a. Sidewalks, Curbs and Drainage Inlets.** Because of the continued growth and presence of the trees and their root systems in the Road Verge Areas, the Town will incur expenses, sooner than it would have had the current project been, as preferred by the Town, the removal of the trees and their root systems followed by the repair and/or removal and replacement of the sidewalks. When the Town determines in the future that the replacement sidewalks installed pursuant to the Plan must be repaired or replaced as a direct and primary result of the root system from the trees currently being left in place under the Plan, the Association agrees to pay the costs to the Town of repairing and/or replacing the sidewalks and any costs to repair the damage to the curbs and drainage inlets within Smithfield caused by the continued growth of the root systems of the trees. For clarity, on or after January 1, 2073, all repair and costs determined to be necessary under this subparagraph shall be the responsibility of the Town and any responsibility of the Association for said expenses shall cease.
- b. Streets.** When the Town determines in the future that areas of the asphalt streets must be repaired because of damage directly and primarily caused by the root systems of the trees, the Parties hereto agree that the party responsible to bear the cost of repairing the asphalt streets will depend upon the length of time the streets that are currently being resurfaced have lasted before resurfacing is again required.

 - (i) If it is determined at any point prior to January 1, 2038 that, as a result of the continued growth of the tree roots, an area or areas of the streets require repairs or replacement, then the Association and its members will bear the cost of the repair, including, but not limited to, the excavation of the street to get access to the problem, the removal of the tree roots involved, the placement of material to fill the void left by the tree roots, and the required resurfacing.
 - (ii) If it is determined at any point between January 1, 2038 and January 1, 2048, that as a result of the continued growth of the tree roots an area or areas of the streets require repairs or replacement, then the Town and the Association and its members will share, on a pro rata basis, as defined hereinafter, the cost of the repair, including, but not limited to, the excavation of the street to get access to the problem, the removal of the tree roots involved, the placement of material to fill the void left by the tree roots, and the required resurfacing. The portion of the cost to be borne by the Town will be the total cost multiplied by a fraction, the numerator

of which is the number of years since 2023 that the streets were used, and the denominator of which would be 25, representing the useful life of a subdivision street (the “Town’s Share”). The portion of the cost to be borne by the Association and its members will be the portion of the total cost remaining after subtracting the Town’s Share.

- (iii) If it is not determined that resurfacing of the streets is required until after January 1, 2048, then all repair and resurfacing costs shall be the responsibility of the Town and any responsibility of the Association for repairs or resurfacing of the asphalt streets shall cease. Consistent with the foregoing, the decisions with respect to when and specifications for making modifications to, or to take actions with respect to repairs and maintenance now and in the future remain decisions within the discretion and control of the Town, including the exercise of the Town’s right to remove from the Town’s right-of-way the trees and their root systems in the event this Agreement is not amended to extend its terms.

c. Communications and cost savings. For any work to be done at the expense of the Association pursuant to this Agreement, the Town hereby agrees to communicate with the Association, prior to approving such work, regarding the scope, necessity, and anticipated cost of the work. Further, the Town agrees to consider alternative methods to accomplish the work, including any suggested by the Association, which will effectively remedy the damage at issue as caused by the tree root systems.

6. Methods of Collection Available to the Town and Association Sinking Fund.

The Association hereby grants the Town a security interest in its right to receive, but not to make, assessments from its members as security for the amount the Association is obligated to pay the Town for the costs resulting from the provisions of Section 5 hereof. Additionally, the Association agrees to create a sinking fund with annual contributions by the Association members for the purpose of covering all expenses of the Association justly due and owing under this Agreement. The Association hereby grants the Town a security interest in this fund. The Association authorizes the Town to perfect said security interests specifically in the sinking fund and in the Association’s right to receive, but not to make, assessments from its members by the filing of UCC-1 Financing Statements. Any amount remaining in this sinking fund on January 1, 2048, will be transferred into the Association’s general fund and the sinking fund will be closed.

7. Mediation. Notwithstanding any provision in this Agreement to the contrary, in the event (i) a dispute develops between the Parties concerning any matter in connection with this Agreement and (ii) if such dispute cannot be resolved, then unless immediate injunctive or similar equitable relief is necessary, the Parties agree that such matters shall first be submitted for mediation using a mediator located in Knoxville, Tennessee and mutually agreed to by the Parties with the Parties sharing equally in the cost of such mediator. Such mediation shall occur within thirty (30) days of the dispute being brought to the attention of the other party or at such other time as agreed upon by the Parties in good faith and without delay. Except in such situation where immediate injunctive or other immediate equitable relief is necessary, only if such

mediation is unsuccessful and the Parties are unable to resolve the matter or matters in conflict, may either party proceed with litigation.

8. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, addendums, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any proposal or other agreement between the Parties not made a part of this Agreement, the terms and conditions of this Agreement shall supersede and control.

9. Notices. All notices and communications under this Agreement shall be made in writing, signed by the Party making the same, shall specify the section of this Agreement pursuant to which it is given, and shall be deemed given on the date delivered if delivered in person or on the third (3rd) business day after mailed if mailed certified mail (with postage prepaid), return receipt requested, as follows:

If to Association:

If to the Town:

David Smoak, Town Administrator
Town of Farragut - Town Hall
11408 Municipal Center Drive
Farragut, TN 37934

With a copy to:

Thomas M. Hale, Esq.
Kramer Rayson LLP
800 S. Gay Street, Suite 2500
Knoxville, Tennessee 37929
865.525.5134

or to such other representative or to such other address as the Parties hereto may furnish to the other Parties in writing. If notice is given pursuant to this section of a permitted successor or assigns of a Party of this Agreement, then notice shall be given as set forth above to such successor or assign of such Party.

10. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity,

illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each Party.

12. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. Assignment. This Agreement may not be assigned by either party. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the Parties. Any attempted assignment of this Agreement by either party in violation of this Paragraph 11 shall be null and void.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. Choice of Law. This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Tennessee.

16. Choice of Forum. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in any United States federal court or state court located in the State of Tennessee in the County of Knox, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS

AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. Attorneys' Fees. In the event that either party institutes any legal suit, action, or proceeding against the other party arising out of or relating to this Agreement, the prevailing party shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by the prevailing party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

19. Counterparts. This Agreement may be executed in counterparts by one or more of the Parties hereto at different locations and at different times it being the intent of the Parties that all copies of the same when signed by all of the Parties hereto shall constitute binding originals with the Effective Date first written above. Signature pages delivered electronically (in pdf or other similar format) or by facsimile shall be considered binding.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Smithfield Homeowners' Association

The Town of Farragut

By: _____

By: _____

Ron Williams, Mayor

Its: _____

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

SUBJECT: Approval of Appointment to the Farragut Education Relations Committee

INTRODUCTION: The purpose of this business item is to appoint an applicant to the Farragut Education Relations Committee.

DISCUSSION: The Farragut Education Relations Committee charter states that the voting members of the committee shall be composed of a representative of each of the public educational institutions within the Town limits. The committee representative for Farragut Primary School did not request reappointment for FY2024 after the maximum number of allowed absences from committee meetings was reached.

Jhasta Tack has applied to serve as the Farragut Primary School representative on the Farragut Education Relations Committee. Jhasta Tack is the 2023-2024 Farragut Primary School PTO President and volunteers with both the primary and intermediate schools.

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

PROPOSED MOTION: To appoint Jhasta Tack to the Farragut Education Relations Committee.

BOARD ACTION:

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

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



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Jhasta Tack

Address 11416 Glen Iris Lane Zip 37934

Home Phone _____ Business Phone N/A

Fax N/A E-mail _____

Occupation Stay-At-Home-Mom, 23-24 FPS PTO President & FPS/FIS Volunteer

Education University of Tennessee College of Law Juris Doctor, 2007, BA in Communications & Political Science UTK 2003, Farragut High School Class of 2000

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

Intro to Farragut Program Graduate Yes No

Indicate which Committee you are interested in serving:

Arts and Beautification Committee

Board of Plumbing & Gas/Mechanical Examiners

Board of Zoning Appeals (BZA)

☒ Farragut Education Relations Committee

Farragut Museum Committee

Farragut Tourism / Visitor Advisory Committee *

Parks & Athletics Council

Stormwater Advisory Committee

Visual Resources Review Board (VRRB)

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

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

Signature Jhasta Tack Date July 2, 2023

Please sign, date and return to:

Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934

Fax: 675-2096 or scan/e-mail to ahiqinbotham@townoffarragut.org

JHASTA MOORE TACK

**11416 Glen Iris Lane
Knoxville, TN 37934**

EDUCATION:

The University of Tennessee College of Law

Knoxville, TN

Doctor of Jurisprudence, May 2007

Honors: Accepted to the Knox Co. Public Defender's Externship Program and received the highest grade of 4.3 (Fall 2006); Accepted as a student attorney in the UT College of Law Domestic Violence Clinic (Spring 2007); UT College of Law Scholarship Recipient (2004-2007)

Activities: Research Assistant for Professor Joseph Cook; Teaching Assistant for Professor Sybil Marshall's Legal Research class; Student Bar Association – Secretary (2006 – 2007), 2L Class Representative (2005 – 2006); Association of Trial Lawyers of America (UT Chapter) – Treasurer (2005-2006); Tennessee Trial Lawyers Association (UT Chapter) – Treasurer (2005-2006); Phi Alpha Delta; Black Law Student Association; Criminal Law Society; Law Women; University of Tennessee Pro Bono (Saturday Bar and Habitat for Humanity); Advisor to Incoming First Year Law Students; Assisting with the University of Tennessee Undergrad Mock Trial Team; Learned Hand Bowling League; UT Communication Studies Alumni Assoc.

The University of Tennessee

Knoxville, TN

Bachelor of Arts, Fall 2003, summa cum laude

Major: Speech Communication Minor: Political Science Grade Point Average: 3.8/4.0

Honors: University of Tennessee Scholarship and Grant recipient; Dean's List; Phi Eta Sigma Honor Society; National Honor Society of Collegiate Scholars; Golden Key National Honor Society; Phi Kappa Phi Honor Society; Lambda Pi Eta Speech Communication Honor Society

Activities: Phi Alpha Delta Fraternity Pre-Law Chapter; Speech Communication Club

Farragut High School

Knoxville, TN

High School Diploma, Class of 2000, Highest Honors

Honors: Honor Roll (Admiral's List) for all 4 years

Activities: Farragut High School Pom Pon Squad (now Dance Team) - Captain 1999-2002; National Honor Society, Drama Club, DECA

EXPERIENCE:

F45

Rocklin, CA

Head Coach, Trainer, Social Media Coordinator (Jan 2020 - Dec 2020)

Efficiently led F45 programmed workouts as well as managed all the trainers; ran workouts in a solo format as well as team coaching; always maintained a large class size fueled by high energy and enthusiasm; held an F45 certification as well as a CPR certification and ISSA Personal Trainer certification; developed and organized alternative methods of providing our product

during the COVID lockdown via Zoom and outdoor workouts; was able to deliver an effective and safe workout while making sure our members had fun, used proper form, and felt a true sense of community.

Operation Bootcamp

Knoxville, TN

Camp Lead, Instructor, Social Media Coordinator (Summer 2014 - Feb 2016)

Efficiently led Boot Camp style workouts for the franchise, Operation Bootcamp; served as the instructor leading warm-ups, the workout, and the cool-down; followed OBC templates and was allowed to create my own workouts for clients; served as the Camp Lead with duties to delegate responsibilities amongst other instructors and make sure all camps were set up and ready for clients; OBC camps took place outside at both Lakeshore Park and Cherokee Country Club; led AMRAP and EMOM style workouts; held an OBC certification as well as a CPR certification; was able to deliver an effective and safe workout while making sure our members had fun, used proper form, and pushed their personal limits in an effort to become the best version of themselves.

The Rush (now ‘Gold’s Gym’)

Knoxville, TN

GX Instructor (August 2009 – May 2013) – **ZUMBA, Group Groove, Hip Hop**

Group X Instructor specialized in teaching ZUMBA Fitness as well as Group Groove (part of the Mossa - formerly BTS - programs) and self choreographed Cardio Dance/Hip Hop. Taught at all Knoxville RUSH locations where I was known for having the largest class attendance across the board. Certified in ZUMBA Basic, ZUMBA Toning, and ZUMBAatomic (now ZumbaKids); Choreographed routines and learned routines provided by ZUMBA Fitness; Dedicated to continuously making class exciting, fun, and energetic for any level of client; Held the record of 100+ clients in one class; Maintained an organized class structure, used music appropriate to the brand/facility/client, and used proper adaptation of the ZUMBA formula; Utilized communication skills in working with other RUSH instructors and recruiting RUSH clientele; Assisted with Super Zumba classes and served as a ‘point person’ for the RUSH Zumba Fundraisers and events.

The Bosch Law Firm

Knoxville, TN

Attorney (March 2011 – November 2013)

Experience in all divisions of Knox County Criminal Court, Knox County General Sessions Court, Knox County Juvenile Court, Knox County Municipal Court (City Court), as well as Courts in several neighboring counties/jurisdictions; Licensed to practice in both Tennessee State and Federal Court; Handled clients’ cases from beginning to end – conducted interviews, prepared memoranda and documents, prepared trial notebooks, managed office calendar, completed legal research, negotiated with Assistant District Attorneys, interacted and worked alongside other members of the defense bar as well as in-office legal assistants.

Knox County Public Defender Community Law Office

Knoxville, TN

Attorney (May 2007 – Feb 2011)

Experience in all divisions of Knox County Criminal Court, Knox County General Sessions Court, Knox County Juvenile Court, and Knox County Municipal Court (City Court); Handled

clients' cases from beginning to end – conducted interviews, prepared memoranda and documents, completed legal research, negotiated with Assistant District Attorneys, interacted and worked alongside other members of the defense bar; participated on Defense Teams; served as coordinator/supervisor for Law Clerks; served as an Extern supervisor.

Knox County Public Defender Community Law Office **Knoxville, TN**
Law Clerk (July 2006 – May 2007)

Completed research assignments and prepared memoranda for the Public Defender and Assistant Public Defenders; Conducted Interviews; Handled client's cases from beginning to end; Assisted in Criminal Division, Felony, Misdemeanor, DUI, and Juvenile Courts; Aided lawyers and secretaries with filing and paperwork that accompanies open and closed cases; Participated on two Defense Teams under the direction of the Knox County Public Defender.

Farragut Middle School Dance Team **Knoxville, TN**
Coach and Choreographer (March 2002 – July 2006)

Conducted practice with approximately 14 to 16 middle school students; helped dancers learn the fundamentals of dance technique, teamwork, and discipline; choreographed award winning routines to be performed at competitions, basketball games, and area functions; received the Universal Dance Assoc. Coach's Leadership Award; conducted the tryout process; directed informational meetings.

Farragut High School JV Dance Team **Knoxville, TN**
Coach and Choreographer (April 2001 – May 2007) **Nationally Ranked** (Universal Dance Association National Dance Team Championship 2006 – 2nd Place)

Conducted practice with approximately 10 to 19 high school students; helped prepare dancers to excel at the Varsity level while also teaching the values of teamwork, leadership, and discipline; choreographed award winning routines to be performed at competitions, football games, basketball games, and pep rallies; delegated responsibilities to team captains; received the Universal Dance Assoc. Coach's Leadership Award; conducted the tryout process; directed informational meetings.

LEGAL ACTIVITIES: Legal Aid of East Tennessee Saturday Bar – Attorney Volunteer (2007 – 2013); TACDL Young Lawyers – Knoxville Representative/Liaison (2008 – 2011); Knoxville Bar Association Barristers – Active Member (2007 – present), voted to position of Member At Large (Dec 2008 – Dec 2009), Volunteer Breakfast Coordinator (2009 – 2011), Public Relations Committee Chair (Dec 2010 – 2012); West High School Mock Trial – Attorney Coach (2008 – 2010; team ranked in both County and State 2009 Competition); Church Street UMC Volunteer (2008-2014), Concord UMC Volunteer (2022-present)

FITNESS CERTIFICATIONS: ISSA Personal Trainer Certification, F45, Zumba Fitness (certifications are still valid but currently inactive), Operation Bootcamp, The Rush (we had our own certification through the gym that we had to test on and obtain)

COMMUNITY OUTREACH AND EVENT PLANNING

- Farragut Schools (FPS PTO President 2023-2024, 2022-2023 Room Mom for both FIS and FPS, Volunteered every chance available at both FPS & FIS, maintained a fantastic relationship amongst all Admin, Teachers and Staff, and Students
- Serving on the Board for The Muse, Knoxville (3 year term starting 7/1/23)
- Tour De Cure Fundraiser featuring ZUMBA at The RUSH Fitness Complex - assisted in organization of a ZUMBA Fundraiser at The Rush. Worked side-by-side with GX Coordinator. Arranged instructors (choosing which instructors to participate for which location, which routines to be featured, what to wear, what music to use, when to meet, etc). Promoted event. Collected donations. Recruited participants. Assembled routine setlist and audio playlist. Produced copy of setlist and a CD copy of all music for each instructor. Assisted in ordering door-prizes and Served as a 'point-person'. Took initiative and led a successful event raising over \$4000 total.
- Knoxville Bar Association Barrister's Fundraiser (Cornhole Throwdown) – Raised over \$3000 for the Hunger and Poverty Relief Committee. Secured location, donations, materials, and participants. Set up and broke down entire event. Served as 'Emcee' for portions of event.
- Knoxville Bar Association Fundraiser (Cheers For Charity) – Raised over \$3000 for Legal Aid of East Tennessee. Helped to secure location, donations, materials, and participants.
- Tennessee Association of Criminal Defense Lawyers CLE (General Sessions Training) – Single-handedly planned a Continuing Legal Education seminar for area lawyers. Organized entire event. Gave opening and closing remarks as well as introductions and also served as moderator. Organized and arranged for all speakers, topics, and materials. Arranged for fully donated lunch and location. Secured technological equipment and became familiar with it. Handled the acceptance and processing of all fees paid. Administered survey to be completed at end of program.
- Volunteer Ministries via Knoxville Bar Association Barrister's Volunteer Breakfast Committee – serve as the coordinator for the Volunteer Breakfast Committee. Breakfast at Volunteer Ministries on a monthly basis. Recruit volunteers to help prepare and serve. Purchase items for the breakfast. Work within a budget.
- Wesley House and KBA Barristers – Assisted with organization of lunch to be served to children. Healthy lunch donated and picked up. Coordinated with other local attorneys to assist in serving and speaking to students.
- I have also donated my time and utilized my social networking skills in an effort to secure participants and/or solicit donations for many local events.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl Smith, PE, Town Engineer

SUBJECT: Approval of Amendment to Professional Services Agreement with Civil and Environmental Consultants, Inc. for Stormwater Infrastructure Mapping and Assessment Project.

INTRODUCTION: The purpose of this agenda item is approval of an amendment to a contract the Town entered into with Civil and Environmental Consultants, Inc. (CEC) for mapping and assessing the Town's stormwater infrastructure.

BACKGROUND: The Board of Mayor and Aldermen approved a contract with CEC in February 2022 to map and assess all the Town's stormwater infrastructure. Funding for the contract is provided through a Tennessee Department of Environment and Conservation (TDEC) grant of funds (awarded fall 2022) from the American Rescue Plan Act of 2021 (ARPA), along with a local match.

DISCUSSION: The grant requires the Town to follow procurement standards outlined in 2 CFR 200.318 through 200.327, which establishes administrative requirements for Federal awards to non-Federal entities. These standards require the Town to include certain provisions and certifications in all contracts with federal funding (see attached). Since the Town does not normally require these provisions and certifications, we did not include them in our original contract with CEC. This amendment does not have a financial impact on the contract, but simply brings us into compliance with 2 CFR Part 200.

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

PROPOSED MOTION: Approval of amendment to contract with Civil and Environmental Consultants for Stormwater Infrastructure mapping and assessment project.

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	_____	_____	_____	_____	_____

TOWN OF FARRAGUT

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement ("First Amendment") is made and entered into effective as of the 12th day of July, 2023, by and between Town of Farragut ("Client") and Civil & Environmental Consultations, Inc. ("Contractor").

W I T N E S S E T H

WHEREAS, on June 25, 2021, the parties entered into a Professional Services Agreement related to the performance by Contractor of a stormwater infrastructure project ("Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement.

NOW WHEREFORE, the parties hereto acknowledging the receipt and sufficient of a valuable consideration, hereby agree as follows:

1. The provisions of the Professional Services Agreement are amended by adding the following provisions to Section 16(g):

- (i) During the performance of this contract, the Contractor agrees as follows with respect to Equal Employment Opportunity:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of his nondiscrimination clause.
 - (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment

because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of

paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Town of Farragut (herein the "Client" or the "Applicant" further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance,

guarantee); refrain from extending any further assistance to the Applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(ii) Compliance with Copeland "Anti-Kickback Act":

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

(iii) Compliance with the Contract Work Hours and Safety Standards Act:

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the total of \$27 for each calendar day on which such individual was required or permitted to work in excess

of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Town of Farragut shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- (iv) Compliance with the following Acts:
- (1) Clean Air Act
 - (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (b) The Contractor agrees to report each violation to the Town of Farragut and understands and agrees that the Town of Farragut will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.
 - (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
 - (2) Federal Water Pollution Control Act.
 - (a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The Contractor agrees to report each violation to the Town of Farragut and understands and agrees that the Town of Farragut will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency Regional Office.

(c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(v) Requirements regarding Suspension and Debarment:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Town of Farragut. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Farragut, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(vi) Compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- (vii) This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.
- (viii) The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the Contractor's actions pertaining to this contract.
- (ix) The following Four Federal Government required certifications have been completed and affixed to the Agreement as Attachments C, D, E and F:

Attachment C – Iran Divestment Act Certification

Attachment D – Non-Boycott of Israel Certification

Attachment E – Certification Regarding Debarment and Suspension

Attachment F – Byrd Anti-Lobbying Amendment Certification

2. Except as expressly amended by this First Amendment and the foregoing modifications, the Professional Services Agreement shall remain in full force and effect, and the Client and the Contractor do hereby ratify and reconfirm all of the terms and conditions of the Professional Services Agreement, and agree to be bound to and abide thereby for the term of the Agreement, and any renewal thereof.

3. All capitalized terms used herein having the meanings as specified either herein, or as specified in the Professional Services Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

*****Signatures on Following Page****
Remainder of Page Intentionally Left Blank

CLIENT
Town of Farragut

Mayor Ron Williams

CONTRACTOR
Civil & Environmental Consultants, Inc.

By: 
Its: Vice President



**STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION**

SUBJECT CONTRACT NUMBER(S):	311-029
CONTRACTOR LEGAL ENTITY NAME:	Civil & Environmental Consultants, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	N/A

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/general-services/procurement/central-procurement-office-cpo-library/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.



CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Aaron Henry, Vice President

PRINTED NAME AND TITLE OF SIGNATORY

July 12, 2023

DATE

ATTACHMENT C



**STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119

	July 12, 2023
Signature of Authorized Representative	Date
Aaron Henry	865-977-9997 ahenry@cecinc.com
Printed Name	Phone Number / Email Address

ATTACHMENT D



STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

☒ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

☒ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 contract 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;

☒ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

☒ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	July 12, 2023
Signature of Authorized Representative	Date
Aaron Henry	865-977-9997
Printed Name	ahenry@cecinc.com
	Phone Number / Email Address

☐ I am unable to certify to the above statements. Explanation is attached.

ATTACHMENT E



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

☒ If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

☒ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT F

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 36, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	July 12, 2023
Signature of Authorized Representative	Date
Aaron Henry	865-977-9997 ahenry@cecinc.com
Printed Name and Title	Phone Number / Email Address

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl Smith, PE, Town Engineer**SUBJECT:** Approval of Amendment to Professional Services Agreement with Civil and Environmental Consultants, Inc. for Development of FY22 Stormwater Repairs Project.

INTRODUCTION: The purpose of this agenda item is approval of an amendment to a contract the Town entered into with Civil and Environmental Consultants, Inc. (CEC) for development of our next stormwater repairs project.

BACKGROUND: The Board of Mayor and Aldermen approved a contract with CEC in February 2022 to develop plans for repairs to stormwater infrastructure in various locations around the town. Funding for the contract is provided through a Tennessee Department of Environment and Conservation (TDEC) grant of funds (awarded fall 2022) from the American Rescue Plan Act of 2021 (ARPA), along with a local match.

DISCUSSION: The grant requires the Town to follow procurement standards outlined in 2 CFR 200.318 through 200.327, which establishes administrative requirements for Federal awards to non-Federal entities. These standards require the Town to include certain provisions and certifications in all contracts with federal funding (see attached). Since the Town does not normally require these provisions and certifications, we did not include them in our original contract with CEC. This amendment does not have a financial impact on the contract, but simply brings us into compliance with 2 CFR Part 200.

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

PROPOSED MOTION: Approval of amendment to contract with Civil and Environmental Consultants for Stormwater Infrastructure mapping and assessment project.

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	_____	_____	_____	_____	_____

TOWN OF FARRAGUT

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement ("First Amendment") is made and entered into effective as of the 12th day of July, 2023, by and between Town of Farragut ("Client") and Civil & Environmental Consultants, Inc. ("Contractor").

W I T N E S S E T H

WHEREAS, on June 25, 2021, the parties entered into a Professional Services Agreement related to the performance by Contractor of a stormwater infrastructure project ("Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement.

NOW WHEREFORE, the parties hereto acknowledging the receipt and sufficient of a valuable consideration, hereby agree as follows:

1. The provisions of the Professional Services Agreement are amended by adding the following provisions to Section 16(g):

(i) During the performance of this contract, the Contractor agrees as follows with respect to Equal Employment Opportunity:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of his nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment

because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of

paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Town of Farragut (herein the "Client" or the "Applicant" further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance,

guarantee); refrain from extending any further assistance to the Applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(ii) Compliance with Copeland "Anti-Kickback Act":

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

(iii) Compliance with the Contract Work Hours and Safety Standards Act:

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the total of \$27 for each calendar day on which such individual was required or permitted to work in excess

of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Town of Farragut shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- (iv) Compliance with the following Acts:
- (1) Clean Air Act
 - (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (b) The Contractor agrees to report each violation to the Town of Farragut and understands and agrees that the Town of Farragut will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.
 - (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
 - (2) Federal Water Pollution Control Act.
 - (a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (b) The Contractor agrees to report each violation to the Town of Farragut and understands and agrees that the Town of Farragut will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency Regional Office.
 - (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
- (v) Requirements regarding Suspension and Debarment:
 - (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by the Town of Farragut. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Farragut, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (vi) Compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- (vii) This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.
- (viii) The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the Contractor's actions pertaining to this contract.
- (ix) The following Four Federal Government required certifications have been completed and affixed to the Agreement as Attachments C, D, E and F:

Attachment C – Iran Divestment Act Certification

Attachment D – Non-Boycott of Israel Certification

Attachment E – Certification Regarding Debarment and Suspension

Attachment F – Byrd Anti-Lobbying Amendment Certification

2. Except as expressly amended by this First Amendment and the foregoing modifications, the Professional Services Agreement shall remain in full force and effect, and the Client and the Contractor do hereby ratify and reconfirm all of the terms and conditions of the Professional Services Agreement, and agree to be bound to and abide thereby for the term of the Agreement, and any renewal thereof.

3. All capitalized terms used herein having the meanings as specified either herein, or as specified in the Professional Services Agreement.

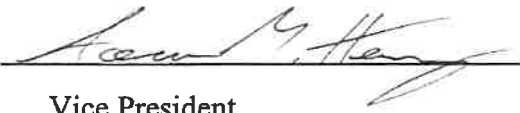
IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

*****Signatures on Following Page****
Remainder of Page Intentionally Left Blank

CLIENT
Town of Farragut

Mayor Ron Williams

CONTRACTOR
Civil & Environmental Consultants, Inc.

By: 
Its: Vice President



**STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION**

SUBJECT CONTRACT NUMBER(S):	314-742
CONTRACTOR LEGAL ENTITY NAME:	Civil & Environmental Consultants, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	N/A

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/comptroller/cos/procurementcentral-procurement-office-cpo-library/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.


CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Aaron Henry, Vice President

PRINTED NAME AND TITLE OF SIGNATORY

July 12, 2023

DATE

ATTACHMENT C

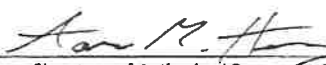


STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) in compliance with, or adherence to, calls for a boycott of Israel, or
- 2) in a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119

	July 12, 2023
Signature of Authorized Representative	Date
Aaron Henry	865-977-9997
Printed Name	ahenry@cecinc.com
	Phone Number / Email Address

ATTACHMENT D



STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

☒ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

☒ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 contract 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;

☒ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

☒ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	July 12, 2023
Signature of Authorized Representative	Date
Aaron Henry	865-977-9997
Printed Name	ahenry@cecinc.com
	Phone Number / Email Address

☐ I am unable to certify to the above statements. Explanation is attached.

ATTACHMENT E



STATE OF TENNESSEE
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

☒ If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

☒ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT F

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	July 12, 2023
Signature of Authorized Representative	Date
Aaron Henry	865-977-9997 ahenry@cecinc.com
Printed Name and Title	Phone Number / Email Address

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl Smith, PE, Town Engineer

SUBJECT: Approval of Supplement Request from Civil and Environmental Consultants, Inc. for Additional Services Related to the FY22 Stormwater Repairs Project.

INTRODUCTION: The purpose of this item is approval of a request for supplement from Civil and Environmental Consultants (CEC) for additional services required to complete development of plans for the Town's next stormwater infrastructure repairs project.

BACKGROUND: The Town entered into a contract with CEC, Inc. in February 2022 for development of plans for repairs to several pipes in various locations around the Town. Since that time, funding has been increased substantially with a Tennessee Department of Environment and Conservation (TDEC) grant of funds (awarded fall 2022) from the American Rescue Plan Act of 2021 (ARPA). We have added three locations for repairs and CEC has updated their approach to repairs after additional CCTV was completed. These adjustments were outside CEC's original Scope of Work.

FINANCIAL SECTION:

Project: Stormwater Improvements			
<u>Project Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Available Amount</u>
\$1,807,226	\$9,250	\$23,200	\$1,774,776
Approved By: <u> A. Myers </u>			

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

PROPOSED MOTION: Approval of supplement request from CEC, Inc. for additional services related to the FY22 Stormwater Repairs project.

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	_____	_____	_____	_____	_____



Civil & Environmental Consultants, Inc.

AUTHORIZATION FOR ADDITIONAL SERVICES

Client Name: Town of Farragut **Contact:** Mr. Darryl Smith, PE
Address: 11408 Municipal Center Drive **Client Phone:** _____
Farragut, TN 37934 **Client Fax:** _____
Client Email: dsmith@townoffarragut.org
Date: 07/12/2023
Request No.: 1 **CEC Project Manager:** Ben Swanner, PE
CEC Project: 314-742 **Task:** 6
Project Name: Stormwater Infrastructure Project – Addendum 2: Additional Services for Design and Coordination
Location: Farragut, TN

Proposed Scope of Services:

CEC is providing this addendum based on discussion and email correspondence with the Town of Farragut on May 19, 2023. The addendum is related to additional assistance required for CCTV contractor coordination, site specific reviews, plans set revisions regarding 2023 specific comments, and the addition of new site locations to the plans package in comparison to the original scope in 2021. The following specific tasks are addressed by this Addendum:

- Additional Coordination with CCTV contractor for field inspections.
- Review and classification of updated CCTV data for locations already included on Phase 1 planset in order to determine current 2023 construction bid approach, including review and recommendations for open cut, not a candidate for CIPP, and/or no work required locations.
- Addition of 3 new locations to the Project location evaluation list: 312 Maple Tree Drive, 313 Cloverfork Drive, and 317 Treyburn Drive. Design evaluation for the 2023 Stormwater Repairs package included all Phase 1 sites still requiring assessment for repair disposition, in addition to these new locations.

Reason(s) for Additional Services and Impacts to Schedule:

All tasks described above have been completed and incorporated into the Final Design package submittal dated June 9, 2023.

CEC Principal Signature: _____

Estimated Additional Fee: \$9,250

Please provide a signature below authorizing CEC to proceed with the additional services. Upon receipt, CEC will begin the additional services under the Terms and Conditions of our initial Agreement for the additional fee identified above.

Client Authorized Signature: _____

Date: _____

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Trevor Hobbs, Assistant to the Town Administrator**SUBJECT:** Approval of a Memorandum of Understanding between the Farragut West Knox Chamber of Commerce and the Town of Farragut for FY 2024.

INTRODUCTION: The memorandum of understanding with the Town of Farragut and Farragut West Knox Chamber of Commerce expired as of June 30, 2023, and is proposed for renewal for an additional year, through June 30, 2024, at a cost of \$35,000.

BACKGROUND: The Town of Farragut most recently signed a memorandum of understanding with the Farragut West Knox Chamber of Commerce in 2022, for a one-year period, which expired as of June 30, 2023.

The prior agreement included a payment to the Farragut West Knox Chamber of Commerce of \$12,500 each six-month period, for a total of \$25,000 per fiscal year. The proposed renewal includes an increase in payment to \$17,500 each six-month period, for a total of \$35,000 per fiscal year.

DISCUSSION: It is proposed that the Town approve a one-year memorandum of understanding with the Farragut West Knox Chamber of Commerce to expire as of June 30, 2024. The Farragut West Knox Chamber of Commerce will continue to provide and assist with a range of programs, services, and events to enhance economic development within the Town, and recruit, support, and retain businesses to/in the Town of Farragut.

Minor changes reflected in the proposed memorandum of understanding include an updated Enterprise Club Benefits Chart (Attachment A) and additional clarity has been added regarding the initiatives the Chamber will engage in, as well as key performance indicators that will help communicate the impact of commonly held goals of both the Town and the Chamber (Attachment B).

In summary, the engagement activities included in the agreement support several of the Critical Success Factors contained in the Town's strategic plan framework. These engagement activities will also align with critical success factors and goals that will be proposed in the Town's Economic Development Strategic Plan that has been in drafted to reflect the partnerships between the Town, the Chamber, the Farragut Business Alliance, and the Town's Tourism Program, Visit Farragut. Because it is the basis for our working relationship, the proposed agreement between the Town and the Farragut West Knox Chamber of Commerce is important to the continued execution of initiatives in support of economic development in the Town.

RECOMMENDATION BY: Assistant to the Town Administrator, Trevor Hobbs**PROPOSED MOTION:** Approval of the Memorandum of Understanding between the Farragut West Knox Chamber of Commerce and the Town of Farragut, for FY 24.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into as of the 27th day of July, 2023 by and between Farragut West Knox Chamber of Commerce ("Chamber") and The Town of Farragut, a municipal corporation created under the laws of the state of Tennessee (the "Town").

WHEREAS, the Town seeks to further economic development for the benefit of its citizens and business to enhance awareness of local businesses and increase marketing through the use of publications and special events;

WHEREAS, the Town desires to further these economic development objectives of promoting local business by coordinating with the Chamber to better serve their needs and to provide support and services designed to attract the citizens of the Greater Knoxville Area to patronize the Town's businesses; and

WHEREAS, the Chamber possesses the qualifications and desire to assist with programs, services and events to enhance economic development within the Town and the awareness of the Town's businesses and community; and

WHEREAS, the parties desire to memorialize herein the terms and conditions of an agreement whereby the Town commissions the Chamber to undertake services and provide support to the Town in these efforts.

NOW, THEREFORE, in consideration for the terms, conditions and agreements provided for hereinafter, the sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. Engagement. The Town hereby engages the Chamber to perform the following services and to provide the following support to the Town and its businesses located within the Town's boundaries:

- (a) Provide the Town all benefits that are included as being an "Admiral" Enterprise Member, which benefits are described on Exhibit A attached hereto and incorporated herein by reference;
- (b) The Town shall also be recognized as a sponsor at all major Chamber events and functions for at least the levels articulated in Exhibit A, with all advertising/marketing benefits included in kind;
- (c) Provide the Town with a complimentary table of up to 10 guests, as applicable, at all events and functions;
- (d) Display the Town logo prominently on the Chamber's website with linked capabilities to the Town website.
- (e) Conduct business development activities generally as follows;

- (i) Promote local business through ongoing programs/events/educational opportunities and marketing strategies to enhance retail awareness and revenues; Collaborative social media marketing strategic plan;
- (ii) Assist businesses in hosting their own special events in Farragut;
- (iii) Communicate and coordinate economic development activities between the Town's Business Liaison, Farragut Business Alliance, Knoxville Chamber, and Visit Farragut as appropriate;
- (iv) Continue to partner with the Tennessee Small Business Development Center and SCORE of Greater Knoxville to promote and provide assistance and critical information to local businesses, including free mentoring and advising opportunities located in Farragut;
- (v) Assist prospective business owners on how to open a business in Farragut and provide informational packets to relocation entities or the general public on relocating to, living and working in Farragut;
- (vi) Assist the Town in the retention and recruitment of retail and office business by partnering with the Business Liaison and Shop Farragut as appropriate to attract new business and consult with existing; maintain joint database of businesses located in Farragut;

The Chamber accepts such engagement and will provide services necessary to accomplish the foregoing with reasonable assistance of representatives of the Town in providing the Chamber with relevant information possessed by the Town.

2. Term. The Chamber shall commence work effective July 1, ~~2021~~ **2023**, and shall devote the time and attention it deems appropriate and required in order to comply with the goals hereunder. The term of this agreement shall be one year from July 1, ~~2021~~ **2023 and ending June 30, 2024**, except as otherwise provided in paragraph 8 below.

3. Compensation. In full compensation for the Chamber's performance hereunder and conditioned on approval and adoption of the Town's budget by the Board of Mayor and Alderman during the applicable fiscal years, the Chamber shall receive the sum of ~~\$25,000.00~~ **\$35,000.00** paid by the Town, to be paid to the Chamber in the manner provided in paragraph 4.

4. Manner of Payment. (a) Subject to the provisions of this Agreement, the sum of ~~\$25,000.00~~ **\$35,000** shall be paid to the Chamber as follows:

- (a) The sum of ~~\$25,000~~ **\$35,000** for the fiscal year from July 1, ~~2022~~ **2023** through June 30, ~~2023~~ **2024** payable in two semiannual installments in the amount of ~~\$12,500~~ **\$17,500**, the first due on November 1, ~~2022~~ **2023** conditioned upon the due submission of progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board of Mayor and Alderman in the ~~2022-2023~~ **2023-2024** fiscal year;

(b) In addition, the Town shall provide the following in-kind benefits:

- i. Complimentary use of the Farragut Community Center for the Chamber's Holiday Open House; or all fees for authorization and/or permits shall be waived the for the Chamber's Holiday Open House;
- ii. Complimentary use of the Farragut Community Center for Chamber New Member Orientations;
- iii. Complimentary use of the Farragut Community Center for quarterly home-based business member ribbon cutting events;

5. Progress Reports. The Chamber shall furnish Town with written progress reports at the end of each six month period from and after May 1, 2022 2023. The content of the Progress Report should include a summary of the actions taken by the Chamber, during the subject six month period, in furtherance of the services and support hereunder (See section 1-Engagement, Attachment A, and Attachment B), along with information related to the key performance indicators specified in Attachment C, and the organization's most recent financial report as approved by its Board of Directors. If the Chamber fails to furnish a Progress Report, or if it appears from the report that no progress has been made in the advancement and achievements since the last Progress Report, the Town shall have the right to withhold payment until the Chamber resumes progress on the work. In addition, the Chamber shall, if the Town so requests, confer with representatives of the Town from time to time on matters of substance concerning the efforts that have been and will be taken to advance the goals hereunder.

6. Delays in Completion. In the event contingencies arise that hinder the ability of the Chamber from moving forward with its services and support through no fault of the Chamber, the Chamber shall inform the Town Administrator of such circumstances as soon as possible. The Town will take steps within its control to assist the Chamber with overcoming said contingencies.

7. Independent Contractor. It is the mutual understanding of the parties that the Chamber is an independent contractor. The Chamber shall be solely responsible for reporting for tax purposes the amount received hereunder and for the payment of any taxes of every kind that may be payable on account of the payments provided for herein. The Chamber specifically agrees to indemnify, defend, and hold the Town harmless from any such taxes and related penalties, and other costs incurred by the Town including, but not limited to, attorneys' fees and costs incurred thereby.

8. Termination on Convenience of Municipality. For any reason the sufficiency of which the Town shall be the sole judge, the Town may terminate this Agreement, including, but not limited to, the non-approval of the Town's budget by the Board of Mayor and Alderman in the applicable fiscal year, refusal of the Chamber to comply with any of the provisions of this Agreement or for the convenience of the Town.

In such event, the payments the Chamber has theretofore received, plus a pro rata amount of payment as compensation for the work performed during the six-month period in which the

determination to terminate is made, shall constitute the Chamber's full and final compensation, and the Chamber shall have no further claim with respect thereto.

9. Waiver. The failure of any party hereto at any time to require performance of any of the provisions hereof shall in no manner affect the right to enforce same.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to rules concerning conflicts of law.

11. Further Assurances. The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties except as otherwise specifically provided herein. Nevertheless, all parties agree to cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intentions of this Agreement.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Assignment. The Chamber shall not assign, transfer or otherwise dispose of any of its rights, duties or obligations hereunder without the prior written consent of the Town. Any attempted assignment without such prior written consent shall be void *ab initio*.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the transaction contemplated, and supersedes all prior agreements, understandings, negotiations, both written and oral, among the parties with respect thereto.

16. Amendments. This Agreement may be amended only by a written instrument duly executed by all parties or their respective successors, assigns or legal representatives.

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

Farragut West Knox Chamber

As to Form:

Town of Farragut:

Thomas M. Hale
Town Attorney

Ron Williams, Mayor

Attachment A

Enterprise Club Benefits	Admiral
Option for Customizable benefits package	•
Donate a Standard 1-Yr Membership (Up to a \$635 Value)	•
Sponsorship for Annual Auction Fundraiser Gala (*) includes table of 10	Event Level (\$2,500)
Sponsorship for Breakfast Speaker Series events included (*) includes table	Event – All (Up to \$4,000 or 4/yr)
Sponsorship for Annual Business Expo (*) Includes Booth (Value Unknown)	Event Level (\$2,500)*
Sponsorship for bi-annual New Member Orientation Sponsorship included	All (\$600)
Invitation & tickets to annual Regional Legislative Breakfast	6 (\$210)
Invitation to present CE Scholarships & all related press coverage	All (Priceless)
Complimentary Annual Auction tickets (to use or give to clients)	4 (\$300)
Complimentary Individual Breakfast Speaker Series tickets (to use or give to clients)	4 (\$120)
Color Business Card ad in Chamber Life in Farragut press (32,000 Impressions per Issue)	8 (\$800)
Linked Business Sponsor E-Blast Advertising (top of content)	8 wks (\$800)
Linked Business Spotlight E-Blast Advertising (mid-content)	8 wks (\$400)
Complimentary feature article in Chamber Life in Farragut press (32,000 Impressions per Issue)	3 (\$1,800)
Complimentary Excel Directory or Mailing Label Set (no emails per CAN-SPAM laws)	Upon Request (Up to \$350 ea)
Special recognition upon each annual renewal in print, digital, and social medias	Logo
Recognition at Annual Auction, Breakfast Speaker Series, Enterprise Banner at Networking's (Approx. 40-45/Year) & New Member Orientation	Logo
Recognition in the monthly Chamber Life in Farragut Press (384,000 Annual Impressions)	Logo
Recognition on all Chamber letterhead & In all Print Pieces	Name
First right of refusal for additional sponsorship opportunities & annual networking opportunities	•
Breakfast/Lunch with Board Chair & President	•
Logo recognition & Link on website	•
Personalized engraved statuette/plaque for display with public welcome at major event	•
Annual Standard Membership Dues Included (Up to a \$635 Value)	•
Additional Location/Branch of SAME company dues (\$125 per location/branch)	Unlimited
Annual Investment	\$25,000+
Estimated Value of Package is valued AT LEAST	\$36,130+

Attachment B

MOU @ \$25,000 +	KPI
TOF Eco. Dev. Initiative - 1. Enhancing Local Revenues & Financial Position: Local Sales Tax Revenue has Increased. Town Businesses who are a member of FWKCC [We provide this breakdown in monthly & annual updates. FUTURE initiative growth requires TOF providing us with at least an annual list of ALL businesses in TOF, then monthly updates.]	% of TOF businesses who are FWKCC members
TOF Eco. Dev. Initiative - 3. Supporting/Retaining Existing Businesses: FWKCC Membership has increased. FWKCC Membership has increased	# of Total FWKCC Members Y.O.Y.
TOF Eco. Dev. Initiative - 3. Supporting/Retaining Existing Businesses: FWKCC Membership has increased. FWKCC Retention goes UP	Retention % Rate Y.O.Y.
TOF Eco. Dev. Initiative - 4. Attracting/Recruiting NEW Businesses: New Businesses have opened in the Town. Proposed ADD: One-pager on the Farragut Business Privilege license with info supplied by Town for accuracy, and distributed in Chamber member & prospect packets, relocation materials, PR materials, etc.	Est. # future handouts
TOF Eco. Dev. Initiative - 4. Attracting/Recruiting NEW Businesses: New Businesses have opened in the Town. New Business Referrals (we do this now; need to log contacts more specific to Farragut) Requires additional hours from FWKCC staff.	# of referrals
TOF Eco. Dev. Initiative - 2. Building Community & Creating a Sense of Place: The Farragut community offers a wide variety of daytime, evening, weekday, and weekend social, cultural, civic, and entertainment opportunities, produced by the Town, partners, private organizations, and businesses. Assist/encourage members in hosting their own events in Farragut [We do this via ribbon cutting info and through general referrals to spaces in Farragut, including Comm. Ctr rentals, etc. Proposed ADD: One-Pager with info on Farragut "venues", event permits/policy. Additionally, we have invited the ToF to co-sponsor events on chamber social pages; these are not consistently accepted.]	# of referrals
TOF Eco. Dev. Initiative - 3. Supporting/Retaining Existing Businesses: The % of Town businesses who participate in FBA programs has increased. Invite members to engage in FBA/Visit Farragut events & reverse (We share their events now in emails when requested; could increase to more strategic social shares. They have the option to post all their events to our calendar themselves through the Online Portal)	# of events posted by FBA/VF through FWKCC portal
TOF Eco. Dev. Initiative - 5. Promoting our Community Assets: Farragut is recognized as a premier regional destination for retail, dining, entertainment, and hospitality-oriented businesses: Sponsorships for annual/multi-annual events at the following levels with all included marketing & impressions: *Auction/Gala (\$2500), *Breakfasts (\$1500 ea, avg 3/year), Orientation (Trade for room fee plus option to have info presented, avg 2/year)	
TOF Eco. Dev. Initiative - 5. Promoting our Community Assets: Farragut is recognized as a premier regional destination for retail, dining, entertainment, and hospitality-oriented businesses. Guest Tables of up to 10 at large-scale events provide opportunities to build on visibility, and business / community relationships.	

TOF Eco. Dev. Initiative - 5. Promoting our Community Assets: Farragut is recognized as a premier regional destination for retail, dining, entertainment, and hospitality-oriented businesses: High Level of Sponsorships with Enterprise benefits INCLUDES and invites the opportunity for a table of info at every business-oriented event, not JUST people in seats and enables targeted recruitment opps to live businesses to consider relocating or expanding/opening in TOF.	
TOF Eco. Dev. Initiative - 5. Promoting our Community Assets: Farragut is recognized as a premier regional destination for retail, dining, entertainment, and hospitality-oriented businesses: Promotional Value: Every single thing done to promote the FWKCC or our activities across the county and outside it has "FARRAGUT" in the name. Track/report impressions and mentions.	# of approx impressions across all media
TOF Eco. Dev. Initiative - 4. Attracting/Recruiting NEW Businesses: New Businesses have opened in the Town: Support Recruitment of Business to Town: Town provides monthly list of their new targets with avail. Contact info. [Currently, we refer; TH starting to provide some of this]	Commercial Occupancy Rate, Retail Occupancy Rate, New Joints to FWKCCC
TOF Eco. Dev. Initiative - 3. Supporting/Retaining Existing Businesses: FWKCC Membership has increased: Supplement Retention Tracking of Town businesses via our records (This is a TOWN responsibility as a whole)	Commercial Occupancy Rate
TOF Eco. Dev. Initiative - 5. Promoting our Community Assets: Collaborative Social Media Strategic Plan: FBA, VF & FWKCC to create a strategic plan of 6 mos, 1 yr, and possible 5 yr timelines, same hashtags, duplicate messaging & cross-sharing Requires additional man hours from FWKCC staff	Social Media Engagements
TOF Eco. Dev. Initiative - 3. Supporting/Retaining Existing Businesses: FWKCC Membership has increased. FLAG/Track category numbers within membership and within TOF such as Retail, Hospitality, Entertainment & report to TOF bi-annually. Requires additional man hours from FWKCC staff	# of types per category and overall tax producing

Attachment C

Key Performance Indicators (to be reported in semiannual progress reports and as appropriate)

- ***Farragut West Knox Chamber of Commerce Membership***- The total number of members in the Farragut West Knox Chamber of Commerce (measured monthly).
- ***Farragut Business Membership*** – The percentage of Farragut businesses who are FWKCC members (measured monthly).
- ***New Joins to Farragut West Knox Chamber of Commerce***- The total number of new members located in the Town of Farragut (measured monthly).
- ***Farragut West Knox Chamber of Commerce Membership Retention Rate***- The percentage of chamber members who renew their membership (measured monthly).
- ~~***Business Hosted Special Events***~~–~~The total number of special events hosted by a Farragut business (measured monthly).~~

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs, Assistant to the Town Administrator

SUBJECT: Approval of a Memorandum of Understanding between the Farragut Business Alliance and the Town of Farragut for FY 2024.

INTRODUCTION: The memorandum of understanding with the Town of Farragut and Farragut Business Alliance expired as of June 30, 2023. The proposed MOU would replace the FY 23 MOU effective July 1, 2023, at a cost of \$55,000.

BACKGROUND: The Town of Farragut most recently signed a memorandum of understanding with the Farragut Business Alliance in October 2019, for a one-year period of FY 20, which renewed automatically in subsequent years.

The prior agreement included a payment to the Farragut Business alliance of \$17,500 each quarter, for a total of \$70,000 per fiscal year, and was in compensation for all activities conducted in pursuit of their program of work.

DISCUSSION: It is proposed that the Town approve a one-year memorandum of understanding with the Farragut Business Alliance to renew automatically as of June 30, 2024, unless otherwise terminated. The proposed MOU includes a reduction in payment to \$35,000 per fiscal year for work conducted under the Shop Farragut Program, with an additional \$20,000 to be used in producing community events, for a combined total of \$55,000 for the annual term.

For clarity, changes to the language of the MOU include minor changes for dates and dollar amounts, as well as the inclusion of the word “the” to improve readability.

Modifications were made to Sections 3 regarding “Compensation” in order to specify and differentiate between compensation for work conducted under the Shop Farragut Program, and work conducted in providing Community Events. Related modifications were made to Section 4 related to “Manner of Payment” to specify that quarterly payments will be made of \$8,750 for an annual total of \$35,000 as compensation for work conducted under the Shop Farragut Program, in addition to two installments of \$10,000 each to be paid up to 90 days prior to the production of a community event.

Language was also added to specify that at least two community events will be provided, where participant vendors or businesses are not required to be domiciled in the Town of Farragut, and at least two Shop Farragut events will be provided, where participant vendors or businesses must be domiciled in the Town of Farragut. Similar language is found in the FBA’s program of work.

Language was also added to memorialize historic verbal agreements to provide in-kind support in the form of complementary facility rentals at the Farragut Community Center. The proposed MOU provides for up to six complimentary facility rentals for the annual term.

Finally, in relation to quarterly reports, language was added to require the FBA submit along with their report to the Town, a copy of their most recent approved financial statements.

In terms of the Program of Work more broadly, the FBA based their plan on an updated mission statement to clarify three main goal areas for their Shop Farragut Program:

- 1. Educate the greater Farragut community regarding businesses located in Farragut and why they should patronize these businesses.
- 2. Utilizing the Shop Farragut brand; Plan and successfully produce programs and events that persuade and motivate the public to financially invest in and support Farragut’s local businesses.
- 3. Foster business to business networking, collaboration, and cross-promotion.

In summary, the engagement activities included in the agreement support several of the Critical Success Factors contained in the Town’s strategic plan framework. These engagement activities will also align with critical success factors and goals proposed in the Town’s Economic Development Strategic Plan that has been drafted to reflect the partnerships between the Town, the Chamber, the Farragut Business Alliance, and the Town’s Tourism Program, Visit Farragut. Because it is the basis for our working relationship, the proposed agreement between the Town and the Farragut Business Alliance supports the continued execution of initiatives in support of economic development in the Town.

RECOMMENDATION BY: Assistant to the Town Administrator, Trevor Hobbs

PROPOSED MOTION: Approval of the Memorandum of Understanding between the Farragut Business Alliance and the Town of Farragut, for FY 24.

BOARD ACTION:

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

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

FY 24 PROGRAM OF WORK

Farragut Business Alliance, Inc.

OUR MISSION

The FARRAGUT BUSINESS ALLIANCE's mission is to positively impact Farragut's business community's growth, reputation and contribution of sales tax revenue by educating and informing the public, motivating retail purchases, encouraging investments and providing opportunities for professional networking, collaboration, and cross- promotion.

OUR VISION

A professional community dedicated to bringing in local business and creating a supportive environment in which they can thrive, while also growing the merchant customer base and Sales tax revenue generation in the Town of Farragut.

OUR GOALS

1. The Farragut Business Alliance will educate the greater Farragut community regarding businesses located in Farragut and why they should patronize these businesses.

- a. Create a robust website that supplies users with up-to-date information, direction and guidance to our Farragut business community.
- b. Create and maintain a current Farragut Business Directory with enhanced digital links.
- c. Utilize the website and social media platforms for business marketing and other advertising opportunities.
 - i. Cross promotions through shares, likes and retweets on social media.
 - ii. Create content on social media routing followers to Farragut Business pages.
- d. Utilize the website and social media platforms as a benefit to FBA Sponsors.
- e. Assist the Town Administration in support of new business and start-ups.
 - i. Manage the "GRAND OPENING" Sign program for the Town of Farragut.
- f. Support, budget and coordinate with the Town, Farragut West Knoxville Chamber of Commerce and Visit Farragut with economic development initiatives.

2. Utilizing the Shop Farragut brand; plan and successfully produce programs and events that persuade and motivate the public to financially invest in and support Farragut's local businesses.

- a. Create monthly informational email campaigns for awareness and as a call to action.
- b. Continue the successful TOWN SAMPLER CONTEST each month which places actual gift cards into the hands of potential shoppers.

c. Use public service, and paid advertising opportunities, highlighting the SHOP FARRAGUT advertising opportunities for small businesses to get their message out by creating co-op or underwritten options for them to choose from.

d. Create Farragut Centric Festivals, Expositions and Fairs. Examples include: Farragut B2B Events, Foot Traffic Events in Shopping Strips, Brand Awareness/Community Engagement activities, Fund-Raisers, Place-making and Pop-up Events. **Including, but not limited to:**

i. **Community Events:** There will be a minimum of two (2) special events provided where participant vendors/businesses do not need to be domiciled in Farragut.

ii. **Shop Farragut Events:** There will be a minimum of two (2) special events provided where participant vendors/businesses must be domiciled in Farragut.

e. Continue building the annual SHOP FARRAGUT FOR THE HOLIDAYS Campaign with the temporary signage and “Santa Shops Farragut” components.

f. Institute a “Shop Farragut Spotlight” business program to highlight and bring attention to specific businesses and their initiatives throughout the year.

3. Foster Farragut business through professional business to business networking, collaboration, and cross-promotion in order to achieve the Farragut Business Alliance’s vision.

a. During the year and when appropriate, conduct online surveys to and for our businesses that address the business environment and other timely issues.

b. Host Town-wide public meetings on specific business-related topics and issues.

4. Ensure Farragut Business Alliance, Inc., dba SHOP FARRAGUT, observes prudent fiscal policies and acts as proper stewards of Town support continuing as an ongoing concern.

a. Hold regular open FBA board meetings, as outlined in bylaws. b. Involve Board Members in creation of committees and engagement of volunteers as needed.

c. Maximize FBA board composition and involvement to reflect a variety of businesses, locations and interests within the Town of Farragut. Ensure that the board works productively while achieving objectives.

d. Keep books monthly and ensure 100% on-time filings for relevant IRS and State of Tennessee forms and reports.

e. Actively identify and secure supplemental funding to leverage Town’s investment.

i. Secure organizational sponsorship dollars.

ii. Explore other revenue avenues for the FBA.

1. Admissions to programs and events.

2. Website linking fees or other digital advertising.

f. Ensure attendance/representation at BOMA meetings when possible, and subsequently reporting back to board.

g. Monitor Municipal Planning Commission (the "FMPC") agendas and provide input/updates if needed.

h. Provide quarterly reports and updates to the Town per Memorandum of Understanding and as requested.

i. Review and update bylaws.

MEMORANDUM OF' UNDERSTANDING

This Memorandum of Understanding ("MOU") entered into as of the __27th__ day of __July__, 2019 ~~2023~~ by and between Farragut Business Alliance, a 501(c)6 corporation filed under the laws of the State of Tennessee ("FBA") and The Town of Farragut, a municipal corporation created under the laws of the state of Tennessee (the "Town").

WHEREAS, the Town has secured the efforts of the FBA in the past to assist it in the development and implementation of a strategic action plan designed to enhance awareness of local businesses and increase marketing through the use of various marketing avenues and special events for the overall benefit of the Town's citizens and businesses; and

WHEREAS, the Town desires to continue a relationship with ~~the~~ FBA to further its economic development objectives of promoting local business through the coordination of the Town's business community to better serve the needs of the business community, to increase retail revenues by attracting the citizens of the greater Knoxville area to shop at the Town's businesses and to support the Town's efforts to retain existing businesses and recruit new ones; and

WHEREAS, ~~the~~ FBA possesses the qualifications and desire to develop and implement a Program of Work consisting of a series of defined steps all designed to bolster economic development efforts of the Town to improve the level of business conducted within the Town; and

WHEREAS, the parties desire to memorialize herein the terms and conditions of an agreement whereby the Town commissions the FBA to undertake the process of developing and implementing the Program of Work for the Town.

NOW, THEREFORE, in consideration for the terms, conditions and agreements provided for hereinafter, the sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. Engagement. The Town hereby engages the FBA to perform the following services and to provide the following support to the Town and its businesses located within the Town's boundaries by implementing the steps and accomplishing the goals set out in the attached Exhibit A entitled "Farragut Business Alliance-Program of Work" (the "Program of Work"). The FBA accepts such engagement and will provide services necessary to accomplish the Program of Work with reasonable assistance of representatives of the Town in providing the FBA with relevant information possessed by the Town.

2. Term. ~~The~~ FBA shall commence work hereunder effective July 1, 2019 ~~2023~~, and shall devote the time and attention it deems appropriate and required in order to accomplish the goals outlined within the Program of Work. The term of this agreement shall be one year from July 1, 2019 ~~2023~~ through June 30, 2020 ~~2024~~, at which time and on each anniversary date thereafter it shall renew automatically for additional one-year terms ("Renewal Terms") unless this Agreement is terminated as provided in paragraph 8 hereinafter.

3. Compensation. In full compensation for the FBA's work hereunder, conditioned on approval and adoption of the Town's budget by the Board of Mayor and Alderman during the applicable fiscal year, the FBA shall receive ~~the sum of \$70,000~~ **payments** for the term of this MOU paid by the Town, to be paid to the FBA in the **following** manner, **and as** provided in paragraph 4:

(a) **\$35,000 for services provided in implementing and administering the Shop Farragut Program as described in the Program of Work.**

(b) **\$20,000 as sponsorship for two (2) community events as described in the Program of Work.**

4. Manner of Payment. Subject to the provisions of this Agreement, the compensation payable hereunder shall be paid to the FBA **as follows**:

(a) **Shop Farragut Program. ~~in the sum of \$70,000~~ 35,000 shall be payable** for the Term and for each Renewal Term payable each year in four equal quarterly installments commencing on October 1, and continuing for the following three, three (3) month intervals ("Quarter" or "Quarters") during the Term and any Renewal Terms conditioned upon the due submission of the progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board of Mayor and Alderman in the fiscal years encompassing the Term and any Renewal Terms.

(b) **Community Events. \$10,000 shall be payable as sponsorship for each of two (2) community events during the Term and for each Renewal Term as specified in The Program of Work. Each installment of \$10,000 shall be payable up to 90 days prior to each planned event, to be used for planning, marketing, preparing, and conducting the community event. Sponsorship payments for conducting community events shall not exceed \$20,000 for the Term and each Renewal Term.**

(c) In addition, the Town shall provide the following in-kind benefits:

(i) **Complimentary use of the Farragut Community Center for up to six (6) event rentals related to programming to administer the Shop Farragut Program as described in the Program of Work.**

5. Progress Reports. **The** FBA shall furnish the Town with written progress reports at the end of each Quarter from and after July 1 of the Term and any Renewal Term (i.e., September 30, __, December 31, __, March 30, __, June 30, __, etc.). The content of the Progress Report should include a summary of the actions taken by the FBA, during the subject Quarter, in furtherance of the Program of Work, **as well as the organization's most recent financial report as approved by its Board of Directors.** If **the** FBA fails to furnish a Progress Report, or if it appears from the report that no progress has been made in the advancement and achievement of the Program of Work since the last Progress Report, the Town shall have the right to withhold the quarterly payment until **the** FBA resumes progress on the work. In addition, the FBA shall, if the Town so requests, confer with representatives of the Town from time to time on matters of substance concerning the efforts that have been and will be taken to advance the goals of the Program of Work.

6. Delays in Completion. In the event contingencies arise that hinder the ability of the FBA from moving forward with the Program of Work through no fault of the FBA, the FBA shall inform the Town Administrator of such circumstances as soon as possible. The Town will take steps within its control to assist the FBA with overcoming said contingencies.

7. Independent Contractor. It is the mutual understanding of the parties that the members of the FBA are undertaking the Program of Work as independent contractors, not as employees of the Town. The FBA shall be solely responsible for reporting for tax purposes the amount received hereunder and for the payment of any taxes of every kind that may be payable on account of the payments provided for herein. The FBA specifically agrees to indemnify, defend, and hold the Town harmless from any such taxes and related penalties, and other costs incurred by the Town including, but not limited to, attorneys' fees and costs incurred thereby.

8. Termination on Convenience of Municipality. For any reason the sufficiency of which the Town shall be the sole judge, the Town may terminate this Agreement, including, but not limited to, the non-approval of the Town's budget by the Board of Mayor and Alderman in the applicable fiscal year, refusal of the FBA to comply with any of the provisions of this Agreement, or for the convenience of the Town. In such event, the payments FBA has theretofore received, plus a pro rata amount of payment as compensation for the work performed during the Quarter in which the determination to terminate is made, shall constitute the FBA's full and final compensation, and FBA shall have no further claim with respect thereto.

9. Waiver. The failure of any party hereto at any time to require performance of any of the provisions hereof shall in no manner affect the right to enforce same.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to rules concerning conflicts of law.

11. Further Assurances. The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties except as otherwise specifically provided herein. Nevertheless, all parties agree to cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intentions of this Agreement.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Assignment. FBA shall not assign, transfer or otherwise dispose of any of its rights, duties or obligations hereunder without the prior written consent of the Town. Any attempted assignment without such prior written consent shall be void ab initio.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the transaction contemplated, and supersedes all prior agreements, understandings, negotiations, both written and oral, among the parties with respect thereto.

16. Amendments. This Agreement may be amended only by a written instrument duly executed by all parties or their respective successors, assigns or legal representatives.

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

Farragut Business Alliance

As to Form:

Town of Farragut:

Thomas M. Hale

Town Attorney

Ron Williams, Mayor