

February 22, 2024

BMA MEETING MINUTES

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, yes; Mayor Williams, yes; In addition to staff and member of the press.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of February 8, 2024, as presented. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Mayor's Report

Mayor Williams read a Proclamation for National Engineering Week.

Alderman White thanked Holley Marlowe for her diligent effort monitoring election signs in the Farragut right-of-way. Mr. White also requested the board follow Roberts Rules of Order as the last meeting agenda item discussion had nothing to do with the motion and stated that the discussion must have bearing on the motion.

Alderman Burnette announced that the Shammrock Ball is March 2.

Vice-Mayor Povlin responded to Mr. White's statement concerning the motion and discussion from the previous meeting that the discussion pertained to items in the board packet concerning the agenda item.

Ordinances

Public Hearing and Second Reading

Ordinance 23-20, an ordinance to amend the Farragut Zoning Map to rezone the property located at 209 N. Watt Road from R-1 to C-1, 1.70 Acres (Debra Wilkerson, Applicant)

Motion was made to approve Ordinance 23-20 on second and final reading. Moved by Vice-Mayor Povlin, seconded by Alderman Burnette; Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

First Reading

Ordinance 24-03, Ordinance to amend the General Fund Budget and Capital Investment Program Budget for FY23-24, passed by Ordinance 23-07.

Motion was made to approve Ordinance 24-03 on first reading. Moved Alderman Meyer, seconded by Vice-Mayor Povlin; Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Business Items

Approval of Approval of Professional Services Agreement with Thompson Engineering, Inc. for Design Services for Watt Road Roundabout project

Motion was made to approve the professional services agreement with Thompson Engineering, Inc. for the design of Watt Road roundabout, with a lump sum fee of \$113,225. Moved by Alderman Meyer, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Approval of professional services agreement with Brewer, Ingram & Fuller for design of interior renovations to the Campbell Station Inn

Motion was made to approve the profession services agreement with Brewer, Ingram, Fuller Architects Inc. for design services for improvements to the Campbell Station Inn for \$71,470. Moved by Vice-Mayor Povlin, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Approval of First Amendment to Response Agreement for Fire, Emergency and Environmental/Hazardous Materials between Rural/Metro-Tennessee, L.P. and the Town of Farragut

Motion was made to approve the First Amendment to Response Agreement for Fire, Emergency and Environmental/Hazardous Materials Response between the Town of Farragut and Rural Metro of Tennessee. Moved by Alderman Meyer, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Approval of the Town of Farragut Emergency Management Plan, supplementing the Knoxville-Knox County Emergency Operations Plan

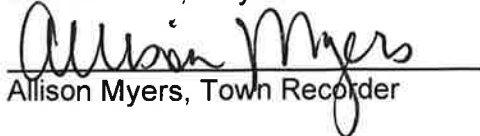
Motion was made to approve the updates to the Town of Farragut Emergency Management Plan supplementing the Knoxville-Knox County Emergency Operations Plan. Moved by Alderman White, seconded by Vice-Mayor Povlin; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays;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

Approval for utility easements in Founders Park associated with the Turkey Creek B-Line Sewer Replacement Project (First Utility District, Applicant)

Motion was made to approve the utility easements in Founders Park associated with the Turkey Creek B-Line Sewer Replacement Project. Moved by Alderman Meyer, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.



Ron Williams, Mayor



Allison Myers, Town Recorder



FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Community Center
239 Jamestowne Blvd

AGENDA
February 22, 2024

WORKSHOP
4:30 PM

Growth Policy Plan-Presentation from Knox County
General Fund Revenue/Expenditure Projections Budget Workshop

BEER BOARD
5:55 PM
See Beer Board Agenda

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. February 8, 2024**
- IV. Mayor's Report**
- V. Ordinances**
 - A. Public Hearing and Second Reading**
 - 1. Ordinance 23-20**, an ordinance to amend the Farragut Zoning Map to rezone the property located at 209 N. Watt Road from R-1 to C-1, 1.70 Acres (Debra Wilkerson, Applicant)
 - B. First Reading**
 - 1. Ordinance 24-03**, Ordinance to amend the General Fund Budget and Capital Investment Program Budget for FY23-24, passed by Ordinance 23-07.

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

VI. Business Items

- A.** Approval of Approval of Professional Services Agreement with Thompson Engineering, Inc. for Design Services for Watt Road Roundabout project
- B.** Approval of professional services agreement with Brewer, Ingram & Fuller for design of interior renovations to the Campbell Station Inn
- C.** Approval of First Amendment to Response Agreement for Fire, Emergency and Environmental/Hazardous Materials between Rural/Metro-Tennessee, L.P. and the Town of Farragut
- D.** Approval of the Town of Farragut Emergency Management Plan, supplementing the Knoxville-Knox County Emergency Operations Plan
- E.** Request for approval for utility easements in Founders Park associated with the Turkey Creek B-Line Sewer Replacement Project (First Utility District, Applicant)

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

Knox County Relationship of Plans



CURRENT

TN CODE § 6-58-101

Growth Plan

Establishes policies and boundaries for rural, planned growth, and urban growth areas

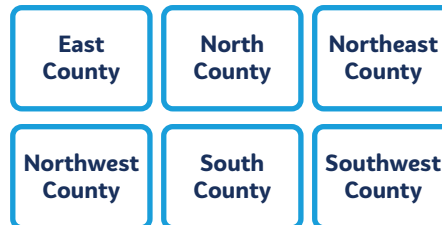
General Plan

Establishes land use policies, principals, and concepts to guide future development

TN CODE § 13-3-304

Sector Plans

15-year land use plans with 5-year implementation plans broken into smaller geographic areas based on census tract boundaries



Corridor Plans, Small Area Plans, Parks & Facilities Plans, & Special Studies

Studies and implementation plans for specific geographic or topic areas

TN CODE § 13-3-304

FUTURE

Growth Plan

Establishes policies and boundaries for rural, planned growth, and urban growth areas

TN CODE § 6-58-101

Comprehensive Plan

Establishes land use and transportation policies, principals, and action steps to guide future growth across unincorporated Knox County

TN CODE § 13-3-304

Corridor Plans, Small Area Plans, Parks & Facilities Plans, & Special Studies

Studies and implementation plans for specific geographic or topic areas

TN CODE § 13-3-304

This is a word document of pages (5-8) of the Knoxville-Farragut-Knox County Growth Policy Plan to better understand the proposed changes in the Resolution.

Section 1

Recommended Growth Plan

Original:

Proposed:

Knox County embarked on a two-year process to create an integrated land use and transportation plan for the unincorporated county in 2021. The resulting future land use plan and the designation of rural and planned growth areas included in this growth plan was formed through careful consideration of citizens, community groups and businesspeople. It was based on existing conditions and infrastructure, trends in land use, population and the natural environment; and input by the citizens and detailed testimony by a wide variety of governmental service providers, including city and county departments, utility districts, emergency services and the school board.

The updated rural and planned growth areas presented in this plan, as well as the policies that guide development within these areas update the existing growth plan, originally developed in 2001. Terminology has been updated to refer to ‘placetypes’ which are the unit of land use categorization used in the Comprehensive Land Use and Transportation Plan. No recommended updates were made to any urban growth boundaries which surround the Town of Farragut or the City of Knoxville.

This section contains the policy recommendations of the coordinating committee; in addition to recommendations from the Knox County Comprehensive Plan, presented in written and graphic form. The remaining sections of the document provide background information used to develop the plan.

Growth Policy Map

Original:

Proposed:

The Growth Policy Map (following page 6) shows the recommended Rural and Planned Growth Areas for unincorporated portions of Knox County and Urban Growth Boundaries for Farragut and Knoxville. Knoxville’s Urban Growth Boundary contains 40.87 square miles; Farragut’s

Urban Growth Boundary contains 0.80 square miles; the Planned Growth Area contains 154.44 square miles; and the Rural Area contains 198.27 square miles (see Appendix D for more details and percentages).

Goals-This section remains the same

The following goals have been adapted from the TN Public Chapter 1101:

- In conjunction with the comprehensive plans of Knoxville, Knox County and Farragut, provide a unified physical design for the development of the local community;
- Encourage a pattern of compact and contiguous development to be guided into urban areas and planned growth areas;
- Establish an acceptable and consistent level of public services and community facilities and ensure timely provision of those services and facilities;
- Promote the adequate provisions of employment opportunities and the economic health of the region;
- Conserve features of significant statewide or regional architectural, cultural, historical, or archaeological interest;
- Protect life and property from the effects of natural hazards, such as flooding;
- Take into consideration such other matters that may be logically related to or form an integral part of a plan for the coordinated efficient and orderly development of the local community; and
- Provide for a variety of housing choices and assure affordable housing for future population growth.

Policies

Original: This number remains the same

1. The Rural, Planned Growth, and Urban Growth Boundary designations of this plan shall not impair the rights of a landowner to lawfully use property in accordance with the provisions of the Zoning Ordinances of Knoxville, Knox County and Farragut.

Original: This number remains the same

2. Rezoning decisions shall be consistent with the Growth Plan Map and policies.

Original:

- 3.

Proposed:

3. Rezoning of slopes shall be based on the adopted policies of each legislative body.

Original:

Proposed:

4. The following policies shall apply to the Rural Area

4.1 The Knox County Zoning Ordinance and Zoning Map shall determine land uses permitted in the Rural Area. The rural designation shall not impede the right of a property owner to use or develop the property for a purpose permitted by that property's zoning. A land use listed in the Zoning Ordinance as a "use on review" may be approved by the Planning Commission if it finds that the proposed development complies with all applicable standards in the ordinance.

4.2 Rezoning within the Rural area shall be limited to zoning districts that are consistent with the following placetypes: Rural Crossroads, Rural Conservation, and Rural Living and be consistent with the adopted comprehensive land use and transportation plan. (See placetypes in Appendix).

4.3 Residential development in the rural area shall be limited to all of the following conditions: (a) no more than 2 dwelling units per acre; and (b) sanitary sewer, or a sewage system approved and maintained by a public utility company and public water must be available; and (c) must be on a collector road with a minimum width of 18ft pavement, or with an approved memorandum of understanding in place to improve the road to 18ft or greater through the rural area to the adjacent Planned Growth or Urban Growth area, and as defined in the Major Road Plan or superseding documents, adopted by City Council and County Commission. The intent of this section is to allow residential development into rural areas where utilities and infrastructure are currently available or able to be expanded and in accordance with the Rural placetypes.

4.4 Land within the Rural area may not be rezoned for business parks or industry, in accordance with the Rural placetypes and standards.

4.5 As of the effective date of this plan, all previously approved densities in the Rural Area shall remain in effect and are subject to all plans, regulations, and/or conditions of their approval.

Original:

Proposed:

5. In Planned Growth Areas, the following policies shall apply:

5.1 The purposes of the Planned Growth Area designation are to encourage a reasonably compact pattern of development, promote expansion of the Knox County economy, offer a wide range of housing choices, and coordinate the action of the public and private sectors, particularly with regard to provision of adequate roads, utilities, schools, drainage and other public facilities and services.

5.2 Planned Growth Areas may include any land use or development permitted by the Knox County Zoning Ordinance.

5.3 Rezoning in the Planned Growth Area shall be consistent with the adopted land use map and comprehensive plan adopted by the Knoxville-Knox County Planning Commission and legislative bodies.

5.4 After receiving a recommendation from the Knoxville- Planning Commission, County Commission may amend the land use map and comprehensive plan.

Original:

Proposed:

6. In the Urban Growth Boundaries, the following policies shall apply:

6.1 The purposes of the Urban Growth Boundary designation are to encourage a reasonably compact pattern of development, promote expansion of the Knoxville-Knox County economy, offer a wide range of housing choices, and coordinate the actions of the public and private sectors, particularly with regard to provision of adequate roads, utilities , schools, drainage and other public facilities and services.

6.2 In Urban Growth Boundaries, any land use permitted in the Zoning Ordinance of the appropriate jurisdiction shall be permitted, subject to all requirements of that jurisdiction. Rezoning in the Urban Growth Boundaries shall be consistent with the applicable plan adopted by the Knoxville-Knox County Planning Commission or the Farragut Land Use Plan, as appropriate or one created hereafter in Knox County under provisions of state law.

Original:

Proposed:

7. No municipalities other than Farragut, Knoxville or one created under provisions of state law will be allowed to designate urban growth boundaries in Knox County.

Original:

There is not a number 8 in the Policy Section.

Proposed:

8. Official determinations of the location of the Urban Growth Boundaries, Planned Growth Area boundaries, or Rural Area boundaries shall be made by the chief zoning enforcement officer or a designee of Farragut, Knoxville, and Knox County, as appropriate, using the following standards:

8.1 Boundaries which appear to follow lot, parcel or property lines on the Official Growth Plan map shall be interpreted to coincide with such lines. If a lot or parcel appears to be split by a boundary, then its classification shall be determined as being the classification which accounts for the largest percentage of area within the lot or parcel.

8.2 Boundaries which appear to follow roads or railroads shall be interpreted to coincide with the right of way lines. When a section of road or railroad right of way abuts an urban growth boundary, that section of right of way shall be designated as being entirely within the urban growth boundary. A section of the right of away abutting both a planned growth area and a rural area shall be designated as being entirely within the planned growth area.

8.3 When an urban growth boundary appears to follow a body of water designated by a solid or intermittent blue line on the most recently published United States Geological Survey (USGS) topographic quadrangle map, then all of that portion of the waterway contiguous to the boundary shall be designated as being entirely within the urban growth boundary.

8.4 When there is uncertainty as to the location of an urban growth boundary then the planning commission with jurisdiction over the boundary creating the uncertainty shall determine the location of the boundary.

Other Recommendations

Proposed:

These recommendations address significant policy issues raised during the Coordination Committee's previous year-long planning process and the process of developing the Knox County Comprehensive Land Use and Transportation Plan.

Original:

Proposed:

1. The Growth Policy Coordinating Committee shall be reconvened based on the need for plan amendments.

Original:

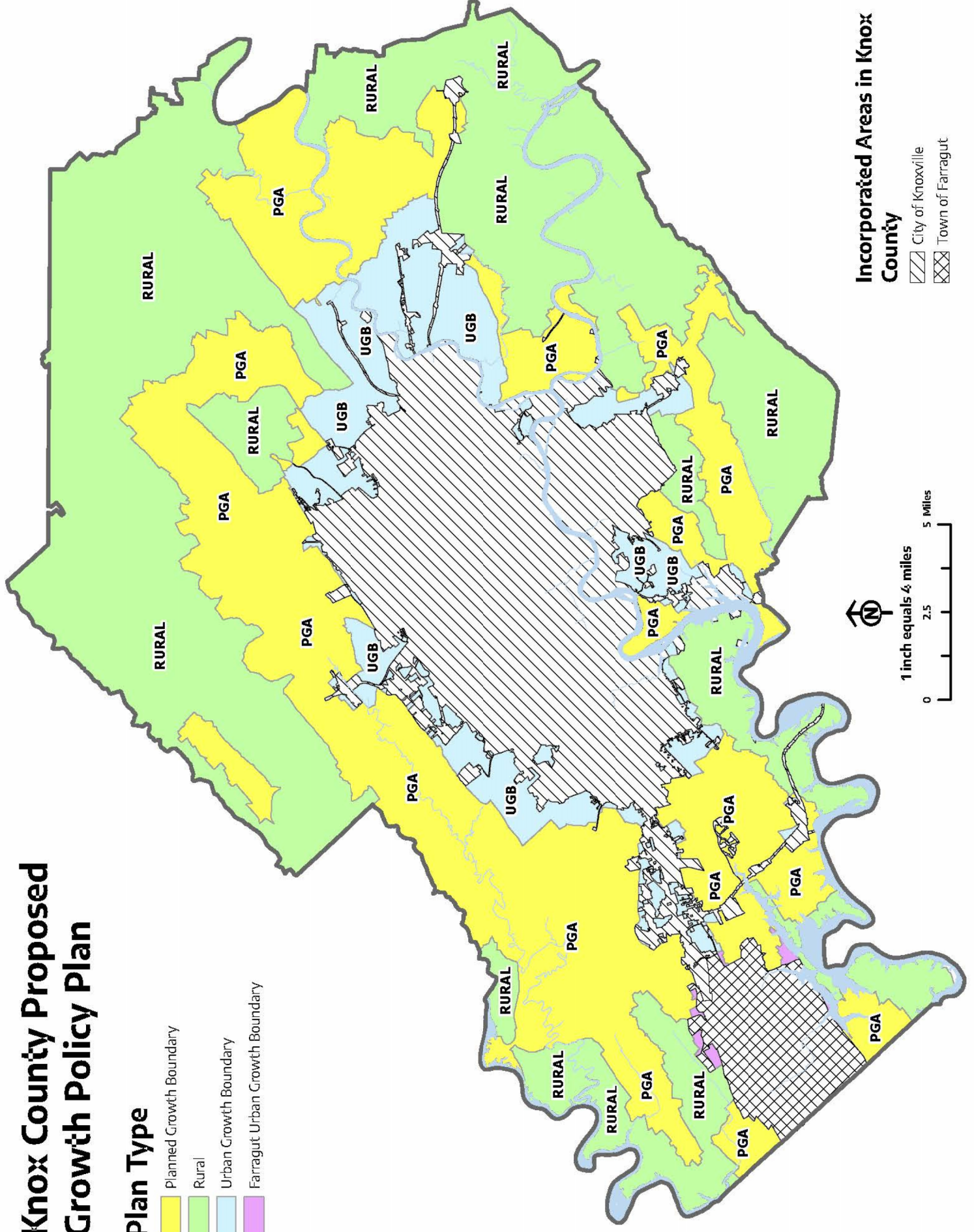
Proposed:

2. The Growth Policy Plan should be updated or reviewed in concurrence with the Comprehensive Plan or as needed according to the guidelines in Appendix C of the adopted Growth Policy Plan from 2000.

Knox County Proposed Growth Policy Plan

Plan Type

- Planned Growth Boundary
- Rural
- Urban Growth Boundary
- Farragut Urban Growth Boundary



Incorporated Areas in Knox County

- City of Knoxville
- Town of Farragut

Rural Living

Rural Living areas are primarily made up of agriculture, open space, and single family residential within a rural setting. These areas may include some limited commercial that supports agriculture and civic uses.

LAND USE MIX

Primary Uses

Agriculture, private open space, or forestry
Residential, Single family

Secondary Uses

Commercial (small-scale)
Civic

HOUSING MIX

- Single family on a wide range of lot sizes

FORM ATTRIBUTES

BUILDING FORM

Height

1-2 Stories

Setback

Varies

TRANSPORTATION

Primary Mode

Automobile

Secondary Mode

n/a

Parking

Surface lots

Streets

Primarily automobile access. Each lot may have direct access to a corridor.

OPEN SPACE

Mostly private. Agriculture and undeveloped private land serves as open space. May have trail access.

EXAMPLE PATTERN



EXAMPLE CHARACTER



Form attributes serve as a general guide to the intended scale and character of development. Specific standards including building height, setback, lot size, and lot coverage (among other standards) are defined in the Zoning Ordinance.

Rural Conservation

Rural Conservation areas are intended to conserve forested areas, ridges, wetlands, and other significant natural areas by clustering development and minimizing land disturbance. Generally, these areas conserve between 50-70 percent of a site as natural open space.

In growth areas, corridors and pockets of rural conservation indicate places that may be subject to development similar to the adjacent place types, but where more compact and low impact site design is expected.

In rural areas, these places are generally appropriate for residential development in a conservation pattern with lots that are smaller than typical rural lots and are clustered to leave natural areas undeveloped.

LAND USE MIX

Primary Uses

Residential, Single family (conservation pattern)

Secondary Uses

Residential, Attached (conservation pattern)
Civic

HOUSING MIX

- Single family residential subdivisions in a clustered pattern that preserves 50 percent or more open space on a given site

FORM ATTRIBUTES

BUILDING FORM

Height

1-2 Stories

Setback

Varies

TRANSPORTATION

Primary Mode

Automobile

Secondary Mode

n/a

Parking

Private off-street.

Streets

Primarily automobile access. Subdivisions have long blocks and meandering streets. Sidewalks are uncommon.

OPEN SPACE

Mostly private. May have trail access.

EXAMPLE PATTERN



EXAMPLE CHARACTER



Conservation design (above, left) yields the same number of homes on a given parcel as a conventional subdivision design (above, right). The conservation design results in less pavement, shorter distances to run utilities, and greater open space preservation.

Form attributes serve as a general guide to the intended scale and character of development. Specific standards including building height, setback, lot size, and lot coverage (among other standards) are defined in the Zoning Ordinance.

Rural Crossroads Commercial

Rural Crossroads Commercial areas are appropriate for small commercial nodes occurring at intersections within rural areas. These places provide rural communities with goods and services that meet day-to-day and agricultural needs. These areas may feature multiple small buildings clustered in a walkable pattern.

LAND USE MIX

Primary Uses

Commercial

Secondary Uses

Residential, Single family

Civic

HOUSING MIX

- A range of housing may be considered

FORM ATTRIBUTES

BUILDING FORM

Height

1-2 Stories

Setback

Varies widely. Generally, buildings are closer to the street than in suburban areas.

TRANSPORTATION

Primary Mode(s)

Automobile

Secondary Mode(s)

Walk, Bike

Parking

Surface lots.

Streets

Primarily automobile access, but development should accommodate walking and biking by providing street and path connections between adjacent commercial sites and neighborhoods.

OPEN SPACE

Agriculture and undeveloped private land serves as open space. May have trail access.

EXAMPLE PATTERN



EXAMPLE CHARACTER



Form attributes serve as a general guide to the intended scale and character of development. Specific standards including building height, setback, lot size, and lot coverage (among other standards) are defined in the Zoning Ordinance.

DRAFT FY25 General Fund Revenues and Expenditures Workshop

2/21/2024

General Fund Budget					
BEGINNING FUND BALANCE	27,268,445	27,842,296	30,263,066	30,263,066	29,114,349
	FY2021-22	FY2022-23	FY2023-24	FY2023-24	FY2024-25
REVENUE	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
Local Sales Tax	8,786,542	9,580,403	9,350,000	9,903,724	10,101,798
State Sales Tax	2,659,454	2,791,381	2,750,000	2,790,246	2,800,000
Wholesale Beer, Liquor & Mixed Drink	1,525,650	1,668,602	1,545,000	1,599,447	1,580,000
Intergovernmental	611,385	757,725	738,600	732,469	725,500
Building Permits & Licenses	823,672	948,410	559,000	615,615	580,650
Recreation Fees	333,477	403,037	259,000	422,490	322,000
Traffic Enforcement Program & Fines	109,263	107,294	95,000	105,577	88,000
Rent	149,475	87,776	103,340	122,757	118,407
Miscellaneous	79,489	986,573	102,300	1,119,086	502,200
Total Revenue	15,126,544	17,331,200	15,502,240	17,411,411	16,818,555
	FY2021-22	FY2022-23	FY2023-24	FY2023-24	FY2024-25
EXPENDITURES	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
Legislative	40,048	41,414	56,040	39,263	56,050
Town Court	71,485	100,000	94,652	91,399	97,387
Administration	846,251	1,010,190	1,277,883	1,174,420	1,197,654
Human Resources	196,811	194,968	211,756	211,756	276,174
Information Technology	429,920	562,331	689,316	602,316	734,788
Communications	0	0	216,122	213,429	221,752
Engineering	814,829	938,865	1,081,209	1,041,793	1,072,544
Community Development	1,018,143	1,060,887	1,295,315	1,286,483	1,267,362
General Government	154,018	182,356	256,750	202,122	289,850
Parks & Recreation	1,200,933	1,081,143	1,134,016	1,083,141	1,176,019
Public Works	2,278,670	2,442,896	2,850,424	2,909,579	2,862,763
Non-Departmental	711,541	530,825	586,500	616,500	581,000
Community Center	221,729	368,056	655,358	606,326	676,893
Economic Development	93,315	96,500	116,600	116,600	117,500
Total Expenditures	8,077,693	8,610,431	10,521,941	10,195,127	10,627,736
	FY2021-22	FY2022-23	FY2023-24	FY2023-24	FY2024-25
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
Revenue over (under) expenditures	7,048,851	8,720,770	4,980,299	7,216,284	6,190,819
Total Transfers In	0	0	0	0	0
Total transfers out	-6,475,000	-6,300,000	-8,365,000	-8,365,000	-7,425,000
Unassigned Fund Balance	27,842,296	30,263,066	26,878,365	29,114,349	27,880,168
ENDING BALANCE	27,842,296	30,263,066	26,878,365	29,114,349	27,880,168
Assigned Fund Balance	0	0	6,000,000	0	6,000,000
30% of Expenditure	2,423,308	2,583,129	3,156,582	3,058,538	3,188,321
AVAILABLE FUND BALANCE	25,418,988	27,679,936	17,721,782	26,055,811	18,691,848



FARRAGUT BEER BOARD

Farragut Community Center
239 Jamestowne Blvd

February 22, 2024
5:55 PM

- I. Approval of Minutes
 - A. February 8, 2024
- II. Beer Permit
 - A. Approval of Class 6, Special Occasion Beer Permit for Southern Tequila & Taco Festival



FARRAGUT BEER BOARD

Farragut Community Center
239 Jamestowne Blvd

February 8, 2024

Alderman Burnette, Chairman called the meeting to order at 5:55 PM. Members present; Mayor Williams, Alderman Burnette, Meyer, Vice-Mayor Povlin and Alderman White.

Approval of Minutes

to approve the minutes of January 11, 2024, as presented. Moved by Vice-Mayor Povlin, seconded by Mayor Williams; voting yes; Mayor Williams, Alderman Burnette, Meyer, Vice-Mayor Povlin and White; no nays; motion passed.

Beer Permit

Approval of Class 6, Special Occasion Beer Permit for St. John Neumann Derby Auction

Motion was made to approve a Class 6, Special Occasion Beer Permit for St. John Neumann Derby Auction event March 2, 2024. Moved by Alderman Meyer, seconded by Alderman White; voting yes; Mayor Williams, Alderman Burnette, Meyer, Vice-Mayor Povlin and White; no nays; motion passed.

Drew Burnette, Chairman

Allison Myers, Town Recorder

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 6, Special Occasion Permit for Remote Area Medical Southern Tequila & Taco Festival, April 26, 2024.

DISCUSSION:

The Remote Area Medical is planning a Southern Tequila & Taco Festival and is requesting a special event beer permit. The Town's Municipal Code governing special occasion beer permits is below.

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

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

- (1) The beer board is authorized to issue a special occasion beer permit to bona fide charitable or nonprofit organizations for special events.
- (2) The special occasion beer permit shall not be issued for longer than one (1) forty-eight-hour period, unless otherwise specified by the beer board, subject to the limitations on the hours, imposed by law.
- (3) The application for the special occasion beer permit shall state whether the applicant is a charitable or nonprofit organization, include documents showing evidence of the type of organization, and state the location of the premise upon which alcoholic beverages shall be served and the purpose for the request of the license.
- (4) For purposes of this section:
Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.
- (5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The Remote Area Medical is a nonprofit organization and is requesting the permit for April 26, 2024, from 5:00-9:00 PM. The event will be held at the Mayor McGill Plaza.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to approve the special occasion beer permit for the Remote Area Medical Southern Tequila & Taco Festival, April 26, 2024.

BOARD ACTION:

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) John Volpe

4. Type of applicant (check one):
Person ____ Firm ____ Corporation ____ Joint-Stock Company ____ Syndicate ____ Other X ____
5. List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business: Remote Area
Medical

6. Applicant's present home address: 727 Dunnview Lane, Knoxville, TN 37934
7. Date of Birth 09/02/1964 Home Telephone Number _____
Business Telephone Number (865)579-1530 Social Security Number _____
8. Representative Email Address: jcvolpe3@gmail.com
9. Under what name will the business operate? _____
10. Business address _____
Business Telephone number _____
11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:

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

Name: _____ Birth Date: _____

Address: _____

Phone Number: _____

13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ____Yes __X__No. If yes, give particulars of each charge, court, and date convicted.

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

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

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

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

18. Special Occasion Event Name: __Southern Tequila & Taco Festival_____

Location of the special occasion event: Mayor Ralph McGill Plaza_____

Event Date & Times: _04/26/2024 5PM to 9PM_____

Representative name & phone number: _John Volpe (216)374-6426_____

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

19. Tennessee Sales Tax Number: _____

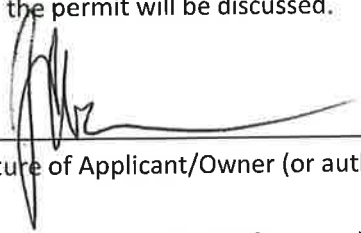
20. Town of Farragut Business License Number _____

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

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

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

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



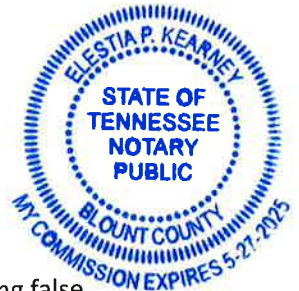
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 1st day of February, 2024.



Notary Public

My Commission Expires: 5/27/2025



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

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

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

Beer Board Chairman

Town Recorder

February 8, 2024

BMA MEETING MINUTES

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, yes; Mayor Williams, yes; In addition to staff and member of the press.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of January 25, 2024, as presented. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, and White; Vice-Mayor Povlin abstained; no nays; motion passed.

Presentation of Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023

Travis Lowe with Pugh, CPA gave an overview of the Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023.

Mayor's Report

Marilyn Childress (President, Veterans Heritage Site Foundation) gave an overview of the Wreaths Across America event.

John Schoonmaker introduced the youth Knox County Planning Commission member.

Ordinances

Public Hearing and Second Reading

Ordinance 24-02, Ordinance to amend the ARPA Fund Budget for Fiscal Year 2023-2024, passed by Ordinance 23-07

Motion was made to approve Ordinance 24-02 on second and final reading. Moved by Alderman Meyer, seconded by Alderman White; Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

First Reading

Ordinance 23-20, an ordinance on first reading to amend the Farragut Zoning Map to rezone the property located at 209 N. Watt Road from R-1 to C-1, 1.70 Acres (Debra Wilkerson, Applicant)

Motion was made to approve Ordinance 23-20 on first reading. Moved by Vice-Mayor Povlin, seconded by Alderman Burnette; Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Approval of 2024 Forget Me Not Race

Motion was made to approve the event application on April 13, 2024, involving the use of the Town's public rights of ways and pedestrian facilities for the Forget Me Not Race for Alzheimer's benefiting the Pat Summit Clinic. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Rejection of bids for Contract 2024-10, On-Call Speed Cushion Installation

Motion was made to reject the bids for the 2024-10 on-call speed cushion installation contract. Moved by Alderman Meyer, seconded by Alderman White. Gary Steimer, 809 O'Connell and Kim Frasch, 853 Belle Grove spoke on the item. Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Approval of Professional Services Agreement with O.R. Colan Associates, LLC for Acquisition Services on Sonja Drive/Admiral Road Sidewalk Project.

Motion was made to approve the Professional Services Agreement with O.R. Colan Associates, LLC for Acquisition Services on Sonja Drive/Admiral Road Sidewalk Project, with a lump sum fee of \$235,500. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Design Services for Anchor Park Pedestrian Crossings Project

Motion was made to approve the Professional Services Agreement with Cannon & Cannon, Inc. for Design Services for Anchor Park Pedestrian Crossings Project, with a lump sum fee of \$27,600. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

The meeting was adjourned at 6:55 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 23-20, an ordinance on second reading to amend the Farragut Zoning Map to rezone the property located at 209 N. Watt Road from R-1 to C-1, 1.70 Acres (Debra Wilkerson, Applicant)

INTRODUCTION AND BACKGROUND: This item involves a rezoning request for a parcel along N. Watt Road to the north of the Rural Metro fire station. The property is currently zoned Rural Residential (R-1) and is 1.70 acres. There are two occupied homes on the property and some accessory structures. To the north of the property is Mayor Bob Leonard Park which is zoned Open Space/Park (OS-P) and to the west is property that is zoned General Commercial (C-1) and has been conditionally approved for a grocery store.

DISCUSSION: On the Future Land Use Map (FLUM), the property that is the subject of this rezoning request is shown as Parks and Recreation. When the Watt Road corridor community visioning workshop was conducted, some amendments were made to the FLUM based on citizen input. Some of the properties adjacent to MBLP were given a Parks and Recreation land use designation. Those properties, including the subject property, were previously shown as a Medium Density Residential land use.

To make the FLUM consistent with the applicant’s rezoning request, a resolution to amend the FLUM designation for the property from Parks and Recreation to Commercial will be presented to the Planning Commission for a vote at their next meeting on February 15. During a workshop discussion at the December Planning Commission meeting, Commissioners expressed support for the FLUM amendment.

RECOMMENDATION: The applicant’s request to rezone the property to General Commercial (C-1) would be compatible with how the properties to the west, south, and east (east side of N. Watt Road) are currently zoned. At their meeting on December 21, 2023, the Planning Commission unanimously recommended approval of the rezoning reflected in Ordinance 23-20. At the Board of Mayor and Aldermen meeting on February 8, 2024, Ordinance 23-20 was approved unanimously on first reading. There have been no changes to Ordinance 23-20 since the first reading and Community Development Director, Mark Shipley, recommends approval of Ordinance 23-20 on second reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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



|farragut

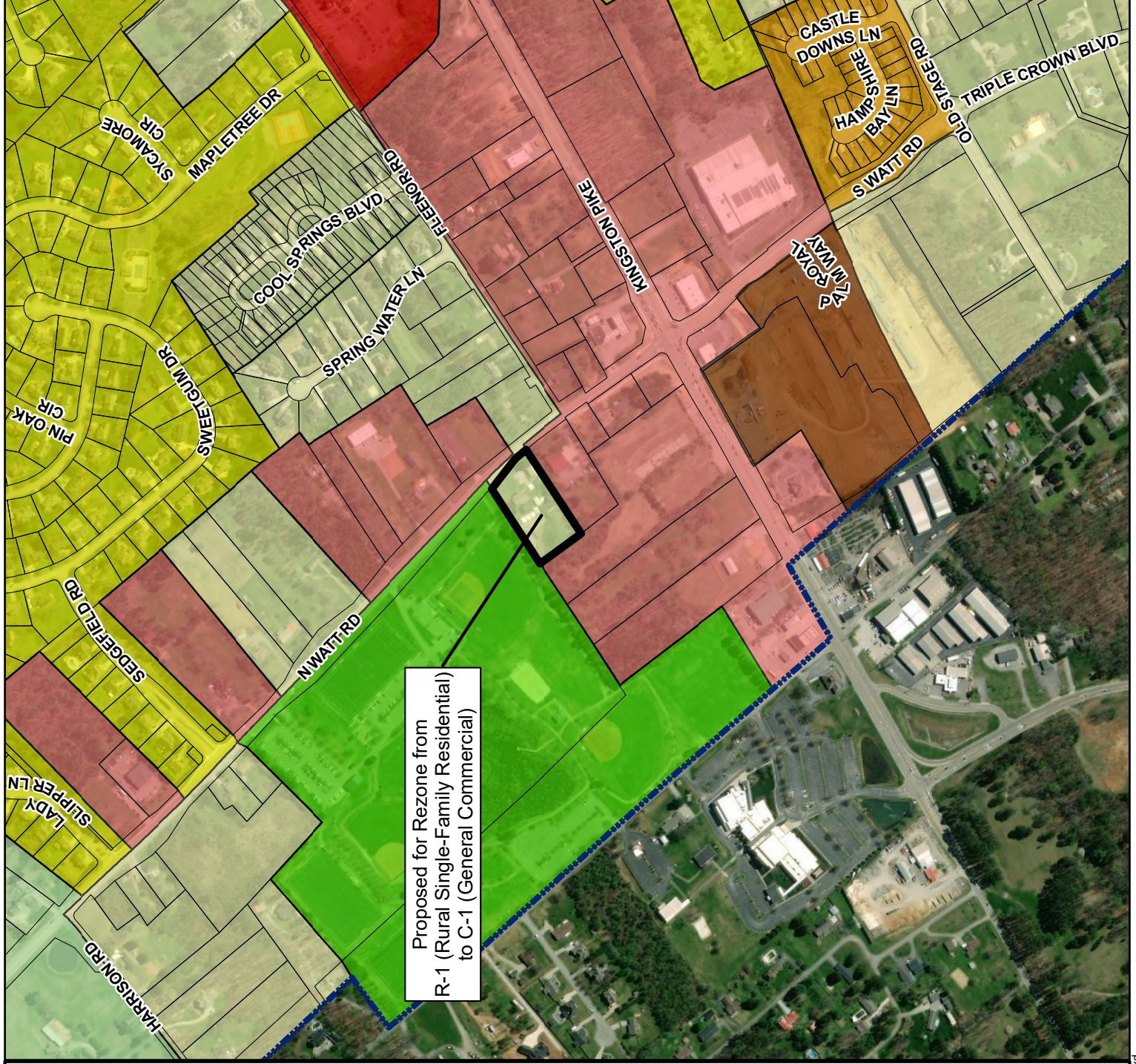
Exhibit A Ordinance 23-20

Rezoning of 209 N. Watt Road
Parcel 151 031, Tax Map 151

Proposed for Rezone from
R-1 (Rural Single-Family Residential)
to C-1 (General Commercial)

Legend

- Parcels
- Subject Area
- A, Agricultural
- OS-P, Open Space/Park
- R-1, Rural Single-Family Residential
- R-2, General Single-Family Residential
- R-4, Attached Single-Family Residential
- R-1/OSR, Open Space Residential Overlay
- C-1, General Commercial
- C-1-3, General Commercial, Three Stories
- PCD, Planned Commercial Development



1 in = 560 ft

ORDINANCE: 23-20
PREPARED BY: Shipley
REQUESTED BY: Debra Wilkerson
CERTIFIED BY FMPC: December 21, 2023
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning the property located at 209 N. Watt Road from Rural Single-Family Residential (R-1) to General Commercial (C-1) (See Exhibit A).

SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2023, with approval recommended by the Farragut Municipal Planning Commission (FMPC).

Scott Russ, Chairman

Shannon Preston, Secretary

RESOLUTION PC-23-14

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF THE PROPERTY LOCATED AT 209 N. WATT ROAD FROM RURAL SINGLE-FAMILY RESIDENTIAL (R-1) TO GENERAL COMMERCIAL (C-1)

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

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

WHEREAS, a public hearing was held on this request on December 21, 2023;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval of Ordinance 23-20 to the Farragut Board of Mayor and Aldermen, an ordinance amending the Farragut Zoning Ordinance and Map, Ordinance 86-16, by rezoning the above noted property.

ADOPTED this 21st day of December 2023.

Scott Russ, Chairman

Shannon Preston, Secretary

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 24-03, Ordinance to amend the General Fund and Capital Investment Program Budgets for Fiscal Year 2023-2024, passed by Ordinance 23-07

INTRODUCTION:

The purpose of this agenda item is to approve Ordinance 24-03 on first reading to amend the Fiscal Year 2024 General Fund and Capital Investment program budgets.

General Fund

DISCUSSION:

The General Fund Budget will be amended by increasing the appropriated expenditures from \$10,439,602 to \$10,479,602, an increase of \$40,000. This amendment is needed to budget for the document scanning project for the Community Development and Engineering departments. The project was budgeted in FY23 and the contract was approved in February 2023. The project has begun and the expenses need to be budgeted in FY24.

FINANCIAL SECTION: General Fund Budget

Account Number: General Fund Expenditures		
<u>FY2024 Budget</u>	<u>Requested Amendment</u>	<u>FY2024 Amended Budget</u>
\$10,439,602	\$40,000	\$10,479,602
Approved By: A. Myers		

Capital Investment Program

DISCUSSION:

The Capital Investment Program budget will be amended by increasing the appropriated expenditures from \$23,125,681 to \$23,138,906, an increase of \$13,225. The additional expenditure is needed for the professional services agreement for the Watt Road roundabout project.

FINANCIAL SECTION: Capital Investment Program

Account Number: Capital Investment Program		
<u>FY2024 Amended Budget</u>	<u>Requested Amendment</u>	<u>FY2024 Amended Budget</u>
\$23,125,681	\$13,225	\$10,479,602
Approved By: A. Myers		

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

PROPOSED MOTION: Motion to approve Ordinance 24-03 on first reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

ORDINANCE	24-03
PREPARED BY	Myers
1 ST READING	February 22, 2024
2 ND READING	
PUBLISHED IN	Farragut Press
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE FISCAL YEAR 2023-2024 ARPA FUND BUDGET, PASSED BY ORDINANCE 23-07

WHEREAS, the Town of Farragut adopted the fiscal year 2023-24 budget by passage of Ordinance Number 23-07 on June 8, 2023; and

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

WHEREAS, expenses for the General Fund and Capital Investment Program budget will be greater than budgeted; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2023-2024 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 23-07 is hereby amended by:

DISCUSSION:

The **General Fund Budget** will be amended by increasing the appropriated expenditures from \$10,439,602 to \$10,479,602, an increase of \$40,000. This amendment is needed to budget for the document scanning project for the Community Development and Engineering departments.

The **Capital Investment Program** budget will be amended by increasing the appropriated expenditures \$23,125,681 to \$23,138,906, an increase of \$13,225. The additional expenditure is needed for the professional services agreement for the Watt Road roundabout project.

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

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl Smith, PE

SUBJECT: Approval of Professional Services Agreement with Thompson Engineering, Inc. for Design Services for Watt Road Roundabout project

INTRODUCTION: The purpose of this item is the approval of an agreement to design a roundabout on Watt Road at the southern entrance to Mayor Bob Leonard Park.

BACKGROUND: One Critical Success Factor in the Town's Strategic Plan is "Advancing a high-quality and well-maintained community," and the Town's Capital Investment Program includes a project to add a roundabout on Watt Road at the southern entrance to Mayor Bob Leonard Park (MBLP).

DISCUSSION: The intent of the project is to provide a safer entrance to MBLP by slowing vehicles as they pass the southern entrance. It is understood the roundabout will also discourage heavy truck traffic that might be using Watt Road to avoid the truck scales on Interstate 40/75 just east of Watt Road.

The attached agreement outlines Thompson Engineering's responsibilities in the design of the project, with a lump sum fee of \$113,225.

FINANCIAL SECTION:

Project: Watt Road Roundabout			
<u>Amended Project</u>		<u>Contracted</u>	
<u>Budget</u>	<u>Requested Amount</u>	<u>Amount</u>	<u>Remaining Amount</u>
\$113,225	\$113,225	\$0	\$0
Approved By: <u>A. Myers</u>			

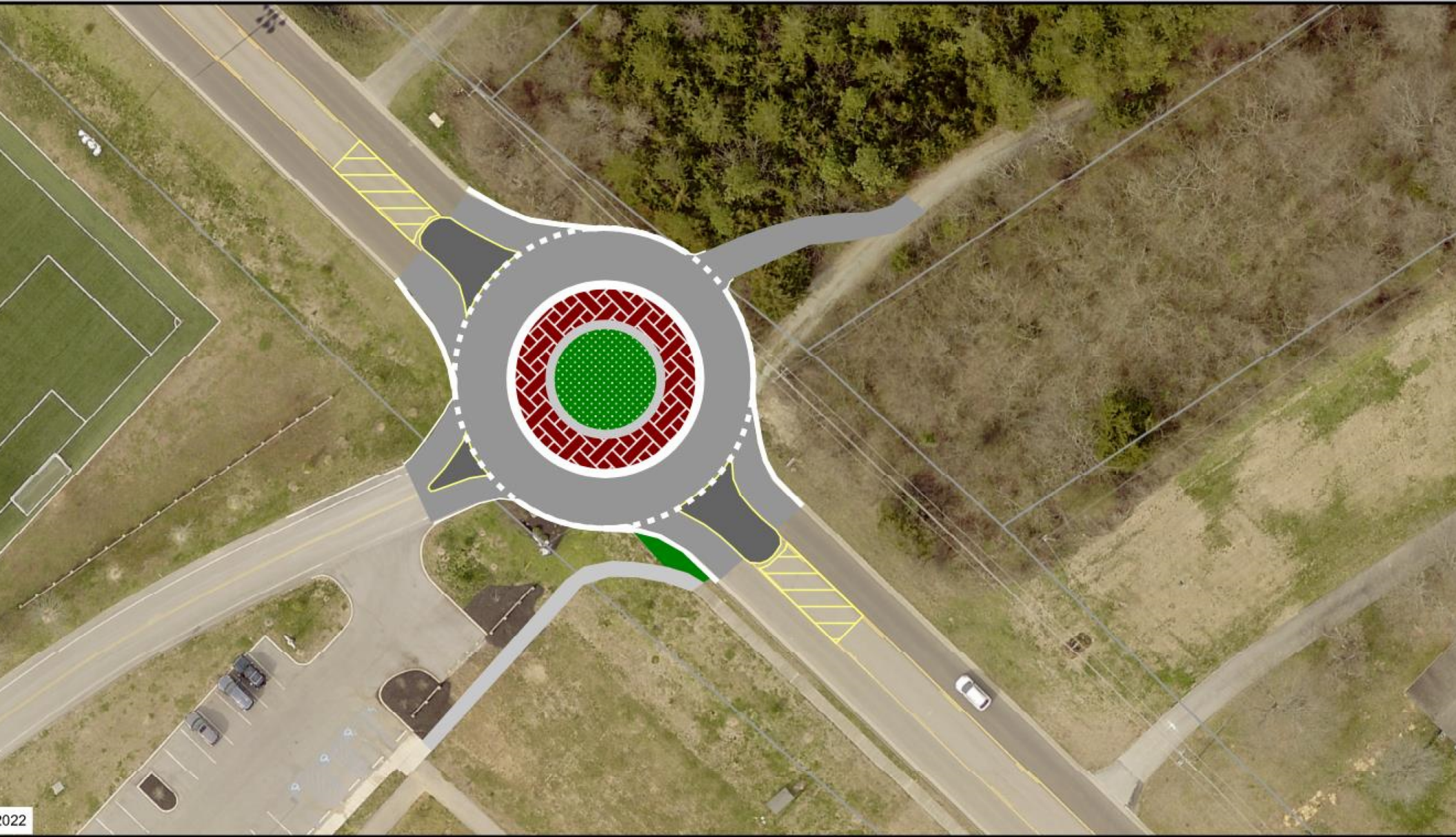
RECOMMENDATION BY: Darryl Smith, PE, Town Engineer for approval.

PROPOSED MOTION: Approval of professional services agreement with Thompson Engineering, Inc. for design of Watt Road roundabout, with lump sum fee of \$113,225.

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	_____	_____	_____	_____	_____



2022

Watt Road Roundabout

Knoxville - Knox County - KUB Geographic Information System



Printed: 3/18

0 20 40

ft

no representation or warranty as to the accuracy of this map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damages or claims arising out of or in connection with the use of this map product.

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Watt Rd. at Mayor Bob Leonard Park Roundabout

Location: Watt Rd., Farragut, TN

Description of Project: Survey and Design

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

See **Exhibit A ("Scope of Services")** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of **\$113,225**, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Exhibit C** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before **November 22, 2024**. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

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

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

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

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

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Thompson Engineering, Inc.

By: _____

Printed
Name: _____

Title: _____

Date: _____



February 6, 2024

Mr. Darryl W. Smith, PE
Town Engineer
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

RE: Proposal – Watt Road @ Mayor Bob Leonard Park Roundabout

Dear Mr. Smith:

Thompson Engineering (Thompson) is pleased to submit this proposal to provide professional engineering services for the above referenced project. This proposal was prepared based on our understanding of the project from the meeting held on January 22, 2024. The intent of this document is to establish a professional services agreement that defines our scope of services and to establish a fee estimate for these services. Please see Exhibits A, B and C for details. If the outlined terms of this proposal are acceptable, please forward a signed copy and I will return a fully executed copy to you.

The Project Manager for the project will be Andrea Hall. Andrea can be reached at 865.368.0681 or ahall@thompsonengineering.com. We appreciate the opportunity to provide our engineering services to the Town of Farragut. Please do not hesitate to contact us with any questions.

Respectfully submitted,
THOMPSON ENGINEERING INC.

Jennifer Stone, PE, CPESC
Area Office Manager
865.405.4183
jstone@thompsonengineering.com

Paul Beebe, PE
Senior Consultant
865.924.7989
pbeebe@thompsonengineering.com

Enclosure

Scope of Services

Project Description

The Watt Rd. @ Mayor Bob Leonard Roundabout project includes survey and design for a 4-leg roundabout at the south entrance to the park. The proposed roundabout intends to provide traffic calming and improve pedestrian safety. The design will include accommodation for both school buses and WB65 (semi-truck) vehicles while maintaining the least property impacts as possible. Design will also be mindful of terrain, existing utilities, and drainage. The current Average Daily Traffic (ADT) is less than 25,000 and the existing speed limit is 45 mph. A conceptual sketch is shown below:



Project Tasks

Survey

- Project Control – up to four (4) control points
- Topographic survey tied to the state plane coordinates
- Planimetric and utility information
- Right-of-way, property lines and easement information
- Right-of-way and easement staking
- Up to four (4) fee simple legal descriptions and exhibits

Public Involvement

- Attendance at up to two (2) property owner meetings as well as the Planning Commission meeting to assist in presenting information and answering questions

Engineering Design

- Preliminary Design (40%)
 - Prepare preliminary plans for Town review
- Right-of-Way (ROW) Plans (70%)
 - Prepare ROW plans for the Town's use in property and easement negotiations and acquisition
 - Prepare a preliminary Opinion of Probable Construction Cost (OPCC)

- Construction Plans (90%)
 - Prepare construction plans to include all construction items/quantities, details, and notes for final Town approval
 - Prepare a final OPCC to be used for budgeting purposes
- Final Sealed Construction Plans (100%)
 - Provide final drawings sealed and signed by a professional engineer in the State of Tennessee

Project Clarifications

- Thompson will provide deliverables in pdf and native format (i.e., dgn, xls).
- Design will be in accordance with appropriate federal, state and local standards.
- Survey codes, item nos, plans format, etc. will be in accordance with the Tennessee Department of Transportation (TDOT) guidelines.
- Environmental (NEPA) coordination and document preparation is not included in the scope.
- Town will provide any necessary right-of-entries or other property access for survey operations.
- Town will advertise for bids and hold the pre-bid and bid opening meetings.
- Thompson will attend up to one (1) pre-bid meeting.
- Construction support can be provided as needed according to hourly rates as described in Exhibit C.
- Any other requested items not included in the scope can be considered and provided according to hourly rates as described in Exhibit C.

Work Schedule and Compensation

Provided the scope and fee are acceptable, execution of the attached *Professional Services Agreement* (Exhibit B) will serve as our Notice to Proceed for the work. Immediately upon execution, we will schedule the personnel needed to complete the scope of work in your desired timeframe. Personnel assignments will always be managed in order to meet your specific budgeting costs or delivery priorities.

Monthly invoices will be submitted based upon standard hourly rates for the actual effort performed. Payment of invoices shall be received within 30 days of the date of the invoice.

Thompson proposes to perform these services for the total lump sum amount of **\$113,225.00**.

Task	Fee
Survey	\$16,225.00
Project Management	\$4,400.00
Public Involvement	\$2,000.00
Engineering Design	\$90,600.00
Total Fee:	\$113,225.00



thompson
ENGINEERING

Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2023.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$292.00/hr.
Principal Engineer II (code 008)	\$272.00/hr.
Principal Engineer I (code 005)	\$225.00/hr.
Senior Engineer III (code 052)	\$204.00/hr.
Senior Engineer II (code 051)	\$200.00/hr.
Senior Engineer I (code 050)	\$188.00/hr.
Project Engineer III (code 152)	\$162.00/hr.
Project Engineer II (code 151)	\$135.00/hr.
Project Engineer I (code 150)	\$123.00/hr.
Engineering Associate III (code 201)	\$118.00/hr.
Engineering Associate II (code 200)	\$114.00/hr.
Engineering Associate I (code 260)	\$102.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	\$176.00/hr.
Senior Scientist (code 115)	\$146.00/hr.
Staff Scientist III (code 165)	\$128.00/hr.
Staff Scientist II (code 215)	\$111.00/hr.
Staff Scientist I (code 270)	\$95.00/hr.

Designer / Drafter

Senior Designer III (code 658)	\$132.00/hr.
Senior Designer II (code 657)	\$120.00/hr.
Senior Designer I (code 656)	\$103.00/hr.
Designer III (code 654)	\$93.00/hr.
Designer II (code 652)	\$91.00/hr.
Designer I (code 651)	\$79.00/hr.

Technician

Senior Materials Specialist (code 515)	\$140.00/hr.
Materials Specialist (code 514)	\$104.00/hr.
Senior Technician (code 506)	\$91.00/hr.
Technician III (code 503)	\$73.00/hr.
Technician II (code 502)	\$69.00/hr.
Technician I (code 501)	\$66.00/hr.

Specialist

Senior Specialist (code 399)	\$141.00/hr.
Staff Specialist III (code 299)	\$121.00/hr.
Staff Specialist II (code 351)	\$100.00/hr.
Staff Specialist I (code 271)	\$83.00/hr.
Field Assistant (code 500)	\$62.00/hr.

Project Manager

Principal Project Manager (code 001)	\$230.00/hr.
Senior Project Manager (code 112)	\$175.00/hr.
Project Manager (code 162)	\$133.00/hr.
Project Coordinator II (code 250)	\$116.00/hr.
Project Coordinator I (code 252)	\$87.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	\$208.00/hr.
Registered Consultant (code 307)	\$177.00/hr.
Senior Consultant (code 313)	\$150.00/hr.
Project Consultant (code 309)	\$130.00/hr.
Staff Consultant II (code 357)	\$118.00/hr.
Staff Consultant I (code 359)	\$102.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	\$158.00/hr.
Professional Land Surveyor I (code 605)	\$133.00/hr.
Drone Data Processor (code 601)	\$110.00/hr.
Drone Pilot (code 602)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$110.00/hr.
Surveyor, Instrument Man (code 606)	\$73.00/hr.
Surveyor, Rodman (code 607)	\$61.00/hr.

Administrative

Documentarian II (code 797)	\$87.00/hr.
Documentarian I (code 798)	\$80.00/hr.
Administrative Assistant II (code 799)	\$70.00/hr.
Administrative Assistant I (code 800)	\$65.00/hr.

1.2 Other Expenses

1. Automotive mileage (code A002)\$0.67/mile
2. 4-Wheel Drive (code A002a).....\$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Boat (includes operator) Special Quote
4. Per Diem (Meals and Lodging) (code A004) \$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request) (code A005)..... \$ 2.60 ea
6. Color Photocopies (code A006)\$3.15/ea
7. Large Drawing Plots
 - Monochrome Linework on bond \$1.00/Sq. Ft.
 - Size D (code A007a)\$5.19/ea
 - Size E (code A007b) \$10.39/ea
 - Long Plot (140x32) (code A007c)..... \$31.11/ea
 - 2 pc Super Plot (140x60) (code A007d) \$58.33/ea
 - 11x17 Reduction (code A007e).....\$1.30/ea
 - Custom (Glossy 40x28) (code A007f)..... \$38.89/ea
 - Color Image on plain bond..... \$6.00/Sq. Ft.
 - Size D (code A007g)..... \$31.17/ea
 - Size E (code A007h) \$62.33/ea
 - Long Plot (140x32) (code A007i)..... \$186.67/ea
 - 2 pc Super Plot (140x60) (code A007j) \$350.00/ea
 - 11x17 Reduction (code A007k).....\$7.79/ea
 - Custom (Glossy 106x36) (code A007m)..... \$185.50/ea
8. Direct non-salary expense Cost Plus 10%
9. Sub-Contractor markup Cost Plus 10%

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs, Assistant to the Town Administrator

SUBJECT: Approval of professional services agreement with Brewer, Ingram, Fuller Architects Inc. for design services for improvements to the Campbell Station Inn

INTRODUCTION: The purpose of this item is to approve a professional services agreement with Brewer, Ingram, Fuller Architects Inc. in the amount of \$71,470 for design services in order to conduct improvements to the Campbell Station Inn.

BACKGROUND: The Town issued a request for proposals at the beginning of this fiscal year and selected Brewer, Ingram, Fuller as the finalist based on their overall qualifications and experience with historic buildings.

After selecting them as the finalist, staff worked with them to develop a project scope which includes the individual renovations and improvements to be designed. This scope is included as an attachment to the design services agreement.

DISCUSSION:

I. Scope of Services

The Architect's agreement consists of three project phases including a design phase during which they will prepare design drawings and a preliminary opinion on estimated costs for the work of renovations, a Construction Document phase during which they will prepare construction drawings and assist the Town in obtaining bids or proposals and awarding and preparing contracts for construction work, and a Construction Phase during which they will provide general oversight of construction work, including making site visits to determine if work is being performed according to design documents, review and certify requests for payment from the contractor, and coordinate with the Town throughout the project to ensure the scope of work is completed according to the contract.

The architect will provide the Town with a schedule and timeline for each of the project phases following approval of this agreement. Based on estimates provided at the completion of the design phase, the Town will be able to make budget decisions about which improvements will be included in the construction document and construction phases of the project.

II. Scope of Improvements

Based on recommendations from the working group formed last year to make recommendations on the use of the building, along with staff and community input gained through open houses, improvements and renovations to the building will be conducted in order to allow for the maximum flexibility in building uses. The flexibility offered by these improvements will enable the Town to make more specific programming decisions as the building becomes available for public use.

The core scope of the project is to make necessary renovations to make the building safe for occupancy, as well as basic cosmetic improvements to the main level of the building that will allow for a wide range of programming. This includes preserving portions of the walls where layers of wallpaper and historic decorative motifs are still visible, adding additional electrical outlets and lighting, and installing a convenience restroom, among other cosmetic improvements to trim, flooring, and walls.

Some structural improvements will also be made to ensure the main staircase is secure and safe for public use.

These same general improvements on the upper level of the building will be designed as ad-alternates in order to allow the Town to prioritize renovations and decide which to conduct based on budgeting decisions.

Renovations to the basement level of the building will be designed as ad-alternates, and would include the installation of basic equipment to allow for catering prep space. These include a sink with necessary plumbing, additional electrical outlets for appliances, applying sealant to the concrete floor, and installing a dumbwaiter to connect to the main floor where the primary programming and use would take place. Locating catering prep space in the basement level would allow for the maximization of programmable floor space on the main level and will also be well-positioned for use when events take place on the McGill plaza.

FINANCIAL SECTION:

Account Number:			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$250,000	\$71,470	\$0	\$178,530
Approved By: <u>A. Myers</u>			

RECOMMENDATION BY: Staff

PROPOSED MOTION: Approval of the professional services agreement with Brewer, Ingram, Fuller Architects Inc. for design services for improvements to the Campbell Station Inn.

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	_____	_____	_____	_____	_____

AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-second day of February in the year Two Thousand Twenty-Four

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
Telephone Number: 865-966-7057
Fax Number: 865-675-2096

and the Architect:
(Name, legal status, address and other information)

Brewer Ingram Fuller Architects Inc.
Cherokee Mills
111 N Concord Street
Knoxville, TN 37919
Telephone Number: 865-525-2707
Fax Number: 865-637-1532

for the following Project:
(Name, location and detailed description)

Campbell Station Inn Renovation and Adaptive Reuse
Phase 4 - Interior Renovation & Finishes
11401 Kingston Pike
Farragut, TN 37934

This project is an interim phase following prior Planning, Stabilization and Site Phases. Project goal is for the historic building to be occupiable at completion of this phase, with limited access into the main level for persons with disabilities. Project includes Limited Design Phase, Construction Documents and Construction Phase Services as described herein.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to Exhibit A, 3 pages, for Preliminary Initial Scope. Feasibility of individual items listed in Exhibit A shall be evaluated by Architect and reviewed with Owner during Design Phase.

Services related to the following are not included in the initial scope of work:

1. Subsurface conditions.
2. Hazardous materials.
3. Discovery of concealed damage such as by termites or rot.
4. Telecommunication, data, and information technology (IT) systems other than rough-ins based on communication and IT design by Others.
5. Security systems other than rough-ins based on security system design by Others.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar

circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See Exhibit B, Certificates of Insurance

.2 Automobile Liability

See Exhibit B, Certificates of Insurance

.3 Workers' Compensation

See Exhibit B, Certificates of Insurance

.4 Professional Liability

See Exhibit B, Certificates of Insurance

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

(Paragraphs deleted)

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's program.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings, a preliminary opinion on estimated Cost of the Work, and other documents appropriate for the Project.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Refer to Section 12.7.2.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Twelve (12) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants,

Init.

when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work shall be determined prior to Construction Documents Phase as set forth in Section 12.5.6, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market. The issuance of requests for bids shall constitute the commencement of procurement activities.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, or due to market conditions that result in lack of bidder interest including no bids or a single bid, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license

granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional

credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum
(Insert amount)

Basic Compensation shall be a Stipulated Sum of \$71,470.00, except as adjusted due to significant changes in initial scope of the Work.

- .2** Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3** Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Supplemental Services, if requested by Owner and agreed to by Architect, shall be added to the scope of services only by written agreement and with specific compensation to be determined.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services shall be performed based on hourly rate schedules, adjusted annually. Refer to Exhibit C, Schedule of Hourly Rates, for current rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Forty	percent (	40	%)
Construction Documents Phase	Thirty	percent (	30	%)
Construction Phase	Thirty	percent (	30	%)

Total Basic Compensation	one hundred	percent (	100	%)
--------------------------	-------------	-----------	-----	----

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit C, Schedule of Hourly Rates

Employee or Category	Rate
-----------------------------	-------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Init.

0.50 % monthly on unpaid balance

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 **PRINCIPALS** For the purposes of this Agreement, Architect's principals are Lee Ingram and Thomas Ingram.

§ 12.2 **OWNER'S DESIGNATED REPRESENTATIVE** The Owner authorizes Trevor Hobbs to serve in the capacity of Designated Representative as described in Article 5 of this Agreement. The Owner authorizes Bud McKelvey to serve in the capacity of Alternate Designated Representative in the event the Designated Representative is not readily available.

§ 12.3 **DESIGN TEAM MEMBERS** The design team shall include the Architect and the following Basic Consultants to the Architect. Services by any other consultants beyond those included in this design team shall be considered Additional Services.

Structural Engineering Consultant: Bender & Associates Structural Engineers, LLC

Plumbing and Fire Protection Engineering Consultant: Bedinger Consulting Engineers, P.C.

Electrical Engineering Consultant: Vreeland Engineers, Inc.

Estimating Consultant: Mark Halcomb

§ 12.4 **OWNER'S INITIAL PROJECT GOALS AND BUDGET** Refer to Section 1.1, Initial Information, which shall be the initial basis for the development of the current project. Proposed services shall be provided for the current project only. The initial construction budget is undetermined. There is not a fixed limit of Construction Cost.

§ 12.5 LIMIT OF DESIGN TEAM SCOPE AND SERVICES

§ 12.5.1 Architect's scope and services. Architect's Basic Services shall be provided only for the limited architectural renovation scope described in Article 1.

§ 12.5.2 Structural engineer's scope and services. Structural engineer's Basic Services shall be provided only for the limited structural renovation scope described in Article 1. Other repairs may be required that are not listed in Exhibit A if conditions, in engineer's opinion, dictate repairs are needed.

§ 12.5.3 Mechanical engineer's scope and services. Mechanical engineer's Basic Services shall be provided only for the limited fire protection and plumbing scope described in Article 1.

§ 12.5.4 Electrical engineer's scope and services. Electrical engineer's Basic Services shall be provided only for the limited electrical scope described in Article 1.

§ 12.5.5 Estimating consultant's scope and services. Design Phase cost estimating and Construction Documents phase cost estimating. Cost saving consulting (aka "Value Engineering") may be provided as an Additional Service if requested by Owner.

§ 12.5.6 All Base and Alternate Work (Alternates) identified in Section 1.1 shall be included in Design Phase Services and estimated separately as Base Work and up to five (5) consolidated Add Alternates. Before commencement of Construction Documents Phase Services, Owner shall review Design Phase deliverables and estimating to perform an internal budget analysis, and shall identify which, if any, of the Alternates are to be included in Construction Documents Phase, along with a reasonable budget for the Cost of the Base and such identified Alternate Work.

§ 12.6 OWNER INFORMATION The design team shall be entitled to rely on the accuracy and completeness of all information provided by the Owner. In addition to requirements in Article 5, Owner shall provide:

1. Programming - Documenting project requirements: General project description, design objectives and criteria, prioritization of project goals, needs analysis, verification of technical and performance requirements.
2. Budget analysis.
3. Utility and survey data.
4. List of known current deficiencies in building systems.
5. Historic photographs, drawings, warranties, and other information available on existing building systems.
6. Termite and destructive pest investigations report and hazardous materials investigation report. It is agreed that the provisions of Paragraph 10.6 of this Agreement shall apply to asbestos, lead paint, radon and biological growth in addition to other hazardous materials.
7. Services related to zoning studies, zoning changes, use-on-review approvals, and zoning variances.
8. Other special studies if required by Authorities Having Jurisdiction.

§ 12.7 OTHER CONDITIONS This Agreement is based on the following other conditions.

§ 12.7.1 Design services shall be performed only to the extent such work is required to meet the Owner's specific project goals listed in Section 1.1. Interpretation of codes pertaining to existing buildings by Authorities Having Jurisdiction can affect scope and complexity. Accordingly, Architect cannot and does not guarantee feasibility of project.

§ 12.7.2 In addition to Supplemental Services listed in Section 4.1, the following are also considered Supplemental Services and are not included as Basic Services.

- .1 Services related to historic overlay zoning or Historic Preservation Certification Application.
- .2 Historic color analysis and historic finish conservation services.
- .3 Studies of or design of furniture layouts and furnishings.
- .4 Studies of or design of office, museum, communication, IT, audio-visual, and security equipment.
- .5 Coordination of special project requirements (if any) by public funding sources.
- .6 Other special studies if required by Authorities Having Jurisdiction.

§ 12.7.3 Preservation Standards

- .1 This project is intended to be executed in conformance with the recommendations in *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, latest edition, except as otherwise specifically directed by Owner. No other preservation standards shall apply to this project. It is not the intent of the Owner to submit the project for review by the State Historic Preservation Officer (SHPO) or to make a Historic Preservation Certification Application to the National Park Service (NPS). Local historic zoning review may be required.
- .2 Architect cannot and does not guaranty approval of proposed or completed work by the local historic zoning board, SHPO, or NPS. Services required to revise design drawings and resubmit due to such lack of approval shall be considered Additional Services. Other than the immediately foregoing limitations, the Architect agrees to provide professional services in accordance with the standard of care and to comply with applicable federal, state, and local laws, ordinances and regulations affecting the provision of the services hereunder and to comply with instructions and orders issued by the Town regarding the work.

§ 12.7.4 Design team shall not provide an in-depth analysis of existing building systems (structural, mechanical, electrical, civil) as a Basic Service, except to the extent described in Exhibit A of this Agreement. Owner shall provide to the design team a list of known current deficiencies in those systems. Design team shall not provide testing services such as load tests, destructive testing or other tests of building systems. No X-ray photography (radiography), infrared photography or other specialized investigative techniques or procedures are included in this Agreement. Detection and/or analysis of concealed conditions such as hidden components or concealed damage is not in the scope of work by the design team. Since it is inevitable that many building systems and components are hidden by finish materials or are inaccessible, there is no warranty that any concealed or inaccessible deficiencies or damage will be detected or accounted for by the design team. An analysis of the building for seismic considerations is beyond the Scope of this Agreement. The design team shall provide limited assessment of existing systems as noted herein as a Basic Service

only to the extent such systems are anticipated to be affected by the current work designed to meet project goals. The design team shall be entitled to assume that the original structural system was adequately designed for the original uses. The design team is not responsible for existing building conditions.

§ 12.7.5 Basic Services shall include preparation of a single Construction Document package.

§ 12.7.6 Services are to be performed for the current project only. No future work shall be planned as part of the proposed services, and no future work shall be considered in determining design solutions for the current project. If planning for future work is added to the scope of design services such planning (and revisions to designs required due to such planned future work) shall be considered Additional Services.

§ 12.7.7 In addition to the site visits during construction noted in Section 4.2.2, Basic Services include up to six (6) other meetings by Architect with Owner. It is understood that the Architect's engineering consultants will only attend site visits and meetings if deemed necessary by Architect to review and/or discuss significant work in their discipline.

§ 12.7.8 CONFLICT OF INTEREST

The Architect declares that neither the Mayor, nor any Aldermen, nor any other Town official or employee holds a direct or indirect interest in this Agreement. The Architect agrees that it will notify the Town in writing should any Town official become either directly or indirectly interested in the Agreement. The Architect declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Town, or to pay anyone else for the benefit of any official or employee of the Town any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The Architect further agrees that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Town or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

§ 12.7.9 CLAIMS, LIABILITY AND INDEMNITY

The Architect shall be liable for any damages to persons or property resulting from the negligent acts, errors, or omissions of the Architect, its subconsultants, and/or employees in connection with the prosecution and completion of professional services covered by this Agreement. The Architect agrees that it will indemnify and hold the Town and its employees harmless from claims, losses, damages and for any expenses and costs including attorney's fees and court costs which are incurred by the Town to the extent caused by the negligent acts, errors and omissions of the Architect, its subconsultants and/or employees in the performance of professional services related to this Agreement. The indemnities set forth herein shall survive the expiration or termination of the Agreement.

§ 12.7.10 EQUAL EMPLOYMENT OPPORTUNITY

§ 12.7.10.1 Non-discrimination. In carrying out the Agreement Items under this Agreement, the Architect shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The Architect shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not limited to the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeship.

§ 12.7.10.2 Posting and Advertising. The Architect agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause. The Architect shall, in all solicitations or advertisements for employees placed by or on behalf of, the Architect, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The Architect shall incorporate the foregoing requirements in all subcontracts, if any, for services or products covered by this Agreement.

§ 12.7.11 GOVERNING LAW

This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereto. Any litigation brought with respect to this Agreement shall be brought in a court of competent jurisdiction in Knox County, Tennessee and the Architect hereby consents to the jurisdiction of such courts.

§ 12.7.12 Services do not include the procurement of scaffolding, ladders, or other equipment which may need to be provided by Owner for the design team to review the structure. Design team will not review any areas which they feel will put their personnel in an at-risk position.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 (Not applicable)

(Paragraph deleted)

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A – Preliminary Initial Scope – Sheets A2.0, A2.1, A2.2 dated January 30, 2024

Exhibit B – Certificates of Insurance

Exhibit C – Schedule of Hourly Rates

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER (Signature)

Ron Williams, Mayor

(Printed name and title)

ARCHITECT (Signature)

Lee J. Ingram, AIA, LEED AP, President

(Printed name, title, and license number, if required)

**Exhibit B**

BREWING-01

EBEAUCHAMP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mackinaw Underwriters 26255 American Drive Southfield, MI 48034	CONTACT NAME:	
	PHONE (A/C, No, Ext): (810) 844-8101	FAX (A/C, No): (810) 220-9961
	E-MAIL ADDRESS: submissions@mackund.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Star Insurance Company C8 0010250	
INSURED Brewer Ingram Fuller Architects Inc 111 Concord St Knoxville, TN 37919	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A			WC048270215	7/19/2023	7/19/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project/Project Address: Campbell Station Inn Renovation and Adaptive Reuse Phase 4 - Interior Renovation & Finishes
11401 Kingston Pike, Farragut, TN 37934

Description

This project is an interim phase following prior Planning, Stabilization and Site Phases. Project goal is for the historic building to be occupiable at completion of this phase, with limited access into the main level for persons with disabilities. Project includes Limited Design Phase, Construction Documents and Construction Phase Services as described herein.

CERTIFICATE HOLDER**CANCELLATION**

Town Of Farragut 11408 Municipal Center Drive Farragut, TN 37934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SouthPoint Risk Insurance 9050 Executive Park Dr Suite C100 Knoxville TN 37923	CONTACT NAME: Morgan Stapleton PHONE (A/C, No, Ext): (865) 584-1115 E-MAIL ADDRESS: mstapleton@southpointrisk.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Touchstone Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16448
--	--	------------------------

COVERAGES**CERTIFICATE NUMBER:** CL2372879801**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			3302111	07/23/2023	07/23/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Hired/borrowed \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			3302111	07/23/2023	07/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project/Project Address:Campbell Station Inn Renovation and Adaptive Reuse Phase 4 - Interior Renovation & Finishes 11401 Kingston Pike, Farragut, TN 37934

Project Description:This project is an interim phase following prior Planning, Stabilization and Site Phases. Project goal is for the historic building to be occupiable at completion of this phase, with limited access into the main level for persons with disabilities. Project includes Limited Design Phase, Construction Documents and Construction Phase Services as described herein.

CERTIFICATE HOLDER**CANCELLATION**Town of Farragut
11408 Municipal Center Driver

Farragut

TN 37934

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 104 Woodmont Blvd. Suite 400 Nashville TN 37205	CONTACT NAME: Judy Witt PHONE (A/C, No, Ext): E-MAIL ADDRESS: jwitt@risk-strategies.com INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 37885
INSURED Brewer Ingram Fuller Architects, Inc. Cherokee Mills 111 N. Concord Street Knoxville TN 37919		

COVERAGES**CERTIFICATE NUMBER:** 7/26/23 --**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5015406	07/05/2023	07/05/2024	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Campbell Station Inn Renovation and Adaptive Reuse Phase 4 - Interior Renovation & Finishes - 11401 Kingston Pike, Farragut, TN 37934.
This project is an interim phase following prior Planning, Stabilization and Site Phases. Project goal is for the historic building to be occupiable at completion of this phase, with limited access into the main level for persons with disabilities. Project includes Limited Design Phase, Construction Documents and Construction Phase Services as described herein - REVISED - 02/06/2024.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Town of Farragut
11408 Municipal Center Drive
Farragut
TN 37934

© 1988-2015 ACORD CORPORATION. All rights reserved.

**EXHIBIT "C" TO OWNER-ARCHITECT AGREEMENT FOR CAMPBELL STATION INN
RENOVATION AND ADAPTIVE REUSE PHASE 4 - INTERIOR RENOVATION &
FINISHES**

SCHEDULE OF HOURLY RATES AS OF JANUARY 1, 2024

HOURLY RATES FOR BREWER INGRAM FULLER ARCHITECTS INC.

Principal Time	\$175.00 per hour
Architect Time - Staff Registered Architects	\$129.00 per hour
Designer 2 Time - Interns with 10 years or more experience	\$116.00 per hour
Designer 1 Time - Interns with 3 to 10 years experience	\$107.00 per hour
Intern Time - Interns with less than 3 years experience	\$97.00 per hour
Clerical Personnel Time.....	\$64.00 per hour

HOURLY RATES FOR CONSULTANTS

Rates below are as billed to Architect.

BENDER & ASSOCIATES

Principal Engineer	\$200.00 per hour
Senior Project Engineer.....	\$150.00 per hour
Intern Engineer	\$75.00 per hour
CAD Tech.....	\$60.00 per hour

BEDINGER CONSULTING ENGINEERS

Engineer	\$163.00 per hour
Designer	\$111.00 per hour
CAD/Revit Operator.....	\$99.00 per hour

VREELAND ENGINEERS, INC.

Principal/P.E.	\$175.00 per hour
E.I.T./Senior Designer	\$125.00 per hour
CAD/Revit Designer	\$105.00 per hour

MARK HALCOMB.....	\$125.00 per hour
-------------------	-------------------

Above rates are subject to adjustment annually on January 1.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator



SUBJECT: Approval of the First Amendment to Response Agreement for Fire, Emergency and Environmental/Hazardous Materials Response between the Town of Farragut and Rural Metro of Tennessee

INTRODUCTION: The purpose of this agenda item is to approve the First Amendment to Response Agreement for Fire, Emergency and Environmental/Hazardous Materials Response between the Town of Farragut and Rural Metro

BACKGROUND: Rural Metro has been providing fire and emergency response services for the citizens of Knox County, including Farragut, for over 40 years. The revenues to provide these emergency services are based on subscribers paying an annual fee to Rural Metro based on the square footage of a home or business. The Town of Farragut is given the authority under Tennessee law to contract with certified fire departments to provide services within the corporate limits of the Town.

DISCUSSION: Rural Metro currently has an ISO class 3 rating, with 1 being the highest and 10 the lowest. The higher the rating, the lower insurance premiums typically are for homeowners and business owners in Town.

The Town of Farragut renewed its agreement with Rural Metro for fire and emergency response services in February 2022. The terms of the agreement are for five years and allow for either party to terminate the contract with twelve months' written notice. This agreement also sets minimum requirements for hiring certified personnel and establishes that all calls for service throughout the Town shall not exceed 6 minutes 20 seconds from the time of receipt of the call to arrival on scene by the first unit with firefighting capabilities at least 90% of the time, per NFPA 1710. Rural Metro will also be required to maintain an ISO rating of 4 or better and ensure that at least one paramedic EMT be stationed on each engine company within the town (Advanced Life Support).

The current agreement places a cap on subscription rates that cannot be increased more than 3% every twelve months for residential subscribers and 5% per year for commercial subscribers. Due to increased costs of materials and staffing for new services being provided, Rural Metro is requesting to amend the current agreement to allow for up to 5% increases in the residential rates to be able to continue to provide this service level to Farragut subscribers.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the First Amendment to Response Agreement for Fire, Emergency and Environmental/Hazardous Materials Response between the Town of Farragut and Rural Metro of Tennessee

BOARD ACTION:

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

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

FIRE, EMERGENCY AND ENVIRONMENTAL/HAZARDOUS MATERIALS

FIRST AMENDMENT TO RESPONSE AGREEMENT

This First Amendment to Response Agreement (the "Amendment") is entered into on this ____ day of February, 2024 and is between Rural/Metro-Tennessee, L.P. (the "Company", dba Rural Metro Fire) and the Town of Farragut, Tennessee (the "Town"), parties to the Response Agreement that has an effective date of February 24, 2022 (the "Agreement").

WHEREAS, the Company and the Town have entered into numerous agreements over many years pursuant to which the Company agrees to provide services to residents of the Town; and

WHEREAS, most recently the parties entered into the Agreement that was effective as of February 24, 2022; and

WHEREAS, the parties desire to amend the Agreement to allow Company, from and after March 1, 2024, to increase its rates by five percent (5%) per annum; and

WHEREAS, the parties desire to memorialize in this Amendment the specific ways in which the terms of the Agreement will be amended.

NOW THEREFORE, in consideration of the promises and covenants contained herein and in the Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. The provisions of Paragraph 12 of the Agreement are deleted in their entirety and the following is incorporated in lieu thereof:
 12. Rates and Rate Increases. Attached hereto as Attachment A is a 6-page listing of the rates Company will charge citizens and property owners within the Service Area commencing with the Effective Date. At the expiration of each 12-month interval following the Effective Date, Company shall be entitled to adjust its rates. The parties agree that beginning on March 1, 2024, the allowable rates are those set forth on Exhibit A1, which allowable rates are subject to increase on March 1, 2025, March 1, 2026, and March 1, 2027 at the election of the Company. Said rates may be increased only in accordance with the following provisions:
 - (a) The annual residential rate will not increase from one year of the term to the next year after March 1, 2024 in an amount more than five percent (5%) of the rate charged during the immediately preceding 12-month period.
 - (b) The annual commercial rates will not be more than five percent (5%) higher than the residential rate for any applicable annual period.
 - (c) Proposed rate changes will be submitted by Company to Town at least thirty (30) days before implementation.

2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.
3. Exhibit B is a short explanation behind the need for the Amendment.

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

ATTEST:

TOWN OF FARRAGUT

Town of Farragut
Town Attorney

Ron Williams, Mayor

RURAL/METRO – TENNESSEE LP

Secretary

Rural Metro Fire Chief

EXHIBIT A1

3/1/2024 RATES

RESIDENTIAL PROPERTY

Square feet Annual Rate

0 – 999	\$ 194.00
1000 - 1499	\$ 274.00
1500 - 1999	\$ 308.00
2000 - 2499	\$ 368.00
2500 - 2999	\$ 421.00
3000 - 3499	\$ 491.00
3500 - 3999	\$ 544.00
4000 - 4499	\$ 585.00
4500 - 4999	\$ 620.00
5000 and over..\$620.00 + .118/Sq Ft over 5000	

MOBILE HOME

Annual Rate

Singlewide unit	\$ 123.00
Doublewide unit	\$ 211.00

COMMERCIAL PROPERTY

Square Feet Annual Rate

First 1500.....	\$ 265.00
Over 1500.	\$ 0.177 / Sq Ft. over 1500

UNIMPROVED/ VACANT LAND

Vacant land status is only applicable to parcels of land with no structures and no on-site activities in excess of 180 days.

Coverage fees are \$ 32.00 for the first acre or portion thereof plus \$ 1.00 per contiguous acre, after the first acre.

OUTBUILDINGS/OTHER STRUCTURES

\$ 22.00 per unit/Year

RESIDENTIAL CONSTRUCTION

\$ 50.00 per unit/Year

COMMERCIAL CONSTRUCTION

¼ of the annual fee

EXHIBIT B

With the increase in cost of operation to Rural Metro Fire, we are proposing an amendment to the current services agreement. Instead of a 3% cap on rate increases to subscriptions we are now asking for a 5% cap. The reasons are obvious in some regards, less so in others. The obvious is the national inflationary pressures over the preceding two years. These increases have had a dramatic effect on many key items that an emergency services provider must acquire and maintain. One example would be that the fire engines we ordered in 2020 at a price point of 425,000 per unit, if the exact same specification was ordered today, we would see a price of 650,000 per unit. We have seen this same kind of pressure throughout all hard equipment.

The less obvious is our increase in services provided. We are now responsible for all vehicle rescue, confined space rescue, vertical rescue, and other technical aspects. This was a non-traditional service for us, but over the past three to five years we have had to spend tremendous amounts of money to begin to provide this service to Knox County. As an example, there are now three career personnel every day on the Engine (Squad) off Campbell Station Road. We also now have a fully staffed ladder company where two years ago it was unstaffed. The build out of Farragut and West Knox has demanded we have this level of capability, as demand for service does nothing but increase. Out of our 18 stations, the 3rd and 10th busiest are the two that run within the town.

Additional information available at request.

FIRE, EMERGENCY AND ENVIRONMENTAL/HAZARDOUS MATERIALS RESPONSE AGREEMENT

This Agreement by and between the Town of Farragut, Tennessee (the "Town"), and Rural/Metro - Tennessee, L.P. (the "Company," dba Rural Metro Fire) is entered into as of this 24th day of February 2022 (the "Effective Date").

WITNESSETH:

WHEREAS, the Farragut Board of Mayor and Alderman has considered the Company's operating and performance history within Knox County and the Town, the current Community Protection Class of 3 assigned to the Town, has compared the cost of services now existing and historically with those of other comparable cities within the State of Tennessee on a per capita basis and other matters sufficient in the judgment of said Board of Mayor and Alderman; and

WHEREAS, Company has submitted a proposal to the Town for the Company to be the exclusive provider furnishing of fire, emergency and environmental/hazardous materials response which the Board of Mayor and Alderman desires to accept as a means of providing access and continued access for the Town and its citizens and residents to the services of Company;

NOW, THEREFORE, the parties hereto in consideration of the premises and other good and valuable consideration including the acceptance by the Company of this agreement and the commitments of the Company hereinafter contained agree as follows:

1. Grant of Authority. The Town hereby grants to the Company the exclusive right and privilege to engage in the business of operating a fire fighting, emergency and environmental/hazardous materials response service within the Town's area described herein as the Service Area, and to

operate as the duly-constituted fire department serving the Town as provided for in TCA 68-102 Part 3 "The Fire Department Recognition Act."

2. Exclusive Service Area. The Service Area within which rights are granted to the Company by this Agreement is exclusive and covers the areas within the corporate boundaries of Farragut, Tennessee, and to any area hereinafter annexed thereto during the term of this Agreement and any extension thereof (the "Service Area").
3. Term of Agreement. This Agreement and the rights granted hereunder shall take effect as of the day and year first above written and shall continue in force and effect for an initial term not to exceed five (5) years after the Effective Date, unless sooner terminated as provided herein. The Agreement may be renewed and extended for such period as the Town shall grant pursuant to the then applicable rules and regulations or under terms, conditions and agreement, which the Town determines appropriate. The Company's application for renewal shall be initiated by delivery of the Company's proposal for renewal to the Town Hall. The proposal for renewal shall be delivered to the Town not less than six (6) months prior to the expiration of the initial term, or such renewal term then in effect, or at such other time as may be established by the then applicable rules of the Town of Farragut. Upon receipt of the proposal for renewal, the Town may: (1) Renew the Agreement; (2) negotiate modifications or changes to the Agreement or to the Company's pending proposal for renewal; or (3) deny Agreement renewal.
4. Termination of Agreement. The Agreement hereby granted may be terminated by (1) expiration of the term without renewal, or (2) at the will of either party hereto by giving the other party written notice at least twelve (12) months in advance of the date upon which the terminating party desires for the Agreement to terminate.

5. Indemnification of Town of Farragut. The Company shall at all times protect and hold harmless the Town from all claims, actions, suits, liability, loss, expense or damage of every kind or description, including investigation costs, court costs, and attorney's fees, which may accrue to or be suffered or claimed against the Town to the extent based upon, arising out of or connected to this Agreement and Company's negligent acts or omissions with respect to its ownership, operation, deployment, or use of any of its equipment, supplies or materials, the furnishing of any services, the activities and conduct of any of its agents, servants, or employees when acting within the scope of their duties or under the apparent auspices of and for Company in the performance of its services under this Agreement.
6. Insurance. The Company shall maintain in full force and effect during the term of this Agreement commercial general and professional liability insurance through an insurance company authorized to do business in the State of Tennessee reasonably acceptable to the Town and providing coverage in amounts not less than Five Million Dollars (\$5,000,000.00) for bodily injury or death in any one occurrence. The Company shall furnish to the Town a certificate of insurance evidencing such coverage and naming the Town as an additional insured. It is specifically noted that the insurance coverage and limits of liability required by this Agreement may be provided by a combination of primary and excess liability policies and self-insurance retentions or deductibles as applicable. It is also noted that the liability insurance policies purchased by the Company provide coverage for general Company operations and include, but are not exclusively applicable to, this Agreement.
7. Governing Regulations. The Company shall conduct its operations and, to the extent within its control, comply with requirements of the various inspecting or rating agencies so as to maintain an Insurance Service Organization ("ISO") Public Protection Class of four (4) or less (better).

8. Personnel. Company's personnel shall equal or exceed training and certification requirements of the State of Tennessee or other applicable certifying authority for the service being performed (Firefighting, Emergency Medical, hazardous materials, etc.). Company will only employ as firefighters individuals who have completed basic firefighter training as required by T.C.A. § 4- 24- 112. In addition, all firefighters must have completed training that involves 240 hours of classroom and practical instruction that meet the requirements of NFPA 1001. All drivers employed by Company to drive fire pumpers or aerial trucks must have the Fire Apparatus Operator Certification, and all officers of a rank of Lieutenant or higher shall have received certifications of Fire Officer I. Company and all its operation shall at all times be in conformity with rules and regulations governing the training, types of equipment, and minimum equipment requirements promulgated by federal and/or state agencies regulating Company. The level of personnel maintained by Company to respond to the Service Area shall comply with the requirements of NFPA 1710-2001, Sections 5.2.3.2.2 and 4.1.2.1.4.1 at the time of its adoption.

9. Level of Service. Company shall maintain a minimum of two (2) fire stations within the Service Area. Stations should be located such that all calls for service hereunder should average response times throughout the Service Area of not more than 6 minutes 20 seconds from the time of receipt of a call until the first unit with firefighting capabilities (i.e., water and firefighting personnel and apparatus) arrives on scene 90% of the time, per NFPA 1710. Operational standards within the control of company shall be such as to maintain a Public Protection Class 4, or better, defined by the Insurance Service Office's Fire Suppression Rating Schedule.

10. Emergency Medical Service. Company will provide emergency medical first responder services utilizing certified emergency medical technicians ("EMTs"). Company will ensure that one (1) paramedic EMT shall be stationed on each engine company within the Town.

11. Communication Access. Company currently has radio and other communication equipment capability and personnel on duty twenty-four (24) hours per day, seven (7) days per week. Company agrees to continue such capability staffing and hours of operation and to allow the Town access to and through its communications network in emergency situations and otherwise on an as- needed basis provided such access by the Town does not interfere with the discharge of Company's emergency duties and responsibilities.
12. Rates and Rate Increases. Attached hereto as Exhibit A is a listing of the rates Company will charge citizens and property owners within the Service Area commencing with the Effective Date. At the expiration of each 12-month interval following the Effective Date, Company shall be entitled to adjust its rates. Town and Company agree that for purposes of setting and determining allowable rates and rate increases that the rates charged by Company at the Effective Date of this Agreement shall be the Company's base rates allowable under this Agreement. Said rates may be increased only in accordance with the following provisions:
 - (a) The annual residential rate will not increase from one year of the term to the next year in an amount more than three percent (3%).
 - (b) The annual commercial rates will not be more than five percent (5%) higher than the residential rate for any applicable annual period.
 - (c) Proposed rate changes will be submitted by Company to Town at least thirty (30) days before implementation.
13. Increase in Specific Services. In the event the Town determines that specific service improvements or increases are required above the levels provided for herein or in addition to the levels provided for herein, the Town and Company agree to negotiate in good faith to quantify the nature, type and cost of improvements and the appropriate means of funding such improvements.

14. Town Services and Sponsored Public Events.

- (a) During the term of this Agreement, Company agrees to provide emergency fire services for all properties owned by the Town at no cost to the Town.
- (b) During the term of this Agreement and subject to emergency pre-emption of equipment and/or personnel, Company agrees to assign and have present equipment and personnel at major Town sponsored public events such as festivals, parades, and community wide picnic/recreational festivals.

15. Recommendation of Fire Service Provider. The Town agrees to acknowledge and publicize on Town resources the Company as the sole fire service emergency responder within the Town's boundary. Such resources include emergency services section of the Town website and in Town publications, "Talk of the Town" and the annual report.

16. Reporting Requirements.

- (a) In accordance with the premises paragraphs of this Agreement, the Company has provided the Town a schedule of its total operating costs for providing its services within the Service Area during 2020, and a schedule listing the rates it has charged the citizens and property owners within the Service Area for its services during 2021, 2020, 2019, 2018, 2017 and 2016. (See Attachment A.)
- (b) After the Effective Date, on or before the fifteenth (15th) day of each month, Company shall provide to Town the following information about its operational performance results for the preceding month:
 - (i) The number and type of emergency responses by the Company within the Town;
 - (ii) An analysis of response times;
 - (iii) Losses due to fire; and
 - (iv) Details of individual responses where arrival times exceed those defined in Paragraph 9 above.

17. Authorities and Control. No provision of this Agreement shall be construed or interpreted to appoint any party the agent or representative of any other party or create a fiduciary relationship between or among any parties. Nothing contained herein shall be interpreted as granting authority or authorizing the Town to supervise, control or direct personnel of the Company in the carrying out of their duties and responsibilities in a particular situation nor grant the Town authority to set, determine or enforce specific internal operational or training policies and procedures of the Company, except as provided herein. Any complaints concerning such matters shall be directed to the Company. In addition to other requirements contained herein on level of training for employees, Company will not hire any employee to provide services hereunder who has not passed a pre-hire drug screen, or upon whom there has not been conducted a criminal background check pursuant to T.C.A. § 68-102-308. Company shall not allow any of its vehicles to be driven by any employee who is not properly licensed and who has not received the training provided for herein. Company shall conduct a program of random drug screening of all of its employees to better ensure that its employees are able to protect the lives and property of the citizens of the Town without impairment.

18. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To Company:

Rural/Metro - Tennessee, L.P.
6363 S. Fiddlers Green Circle, 14th Floor
Greenwood Village, Colorado 80111
Attn: General Counsel

To Town:

Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934
Attn: Town Administrator

With a copy to:

Rural Metro Fire Department
160 N. Campbell Station Road
Farragut, Tennessee 37934

ATTN: Fire Chief

Either party may change the notification addresses listed above with proper written notice.

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

ATTEST:

DocuSigned by:
Tom Hale
C17D7B648AED4B8
Town of Farragut
Town Attorney

ATTEST

DocuSigned by:
Allison Myers
8B3A7923B85B422
Secretary Town Recorder/Treasurer

DocuSigned by:
Mayor Ron Williams
DB2E2B096AA4428
Town of Farragut
Mayor

DocuSigned by:
Michael Ragone
757230B46A8746C...
Rural Metro Fire Department
Michael Ragone
Chief Fire and Federal Services

DocuSigned by:
Michael Ragone
757230B46A8746C...
Chief, Fire and Federal Services

ATTACHMENT A

Estimated operating costs for fire and emergency services for 2020: \$3,475,000

Excludes capital and interest expense.

**KNOX COUNTY RESIDENTIAL INCLUDING
FARRAGUT**

**RATE EFFECTIVE: January 1, 2020 THRU
TBD**

Singlewide	\$108.15
Doublewide	\$185.40

<u>Square Feet</u>	<u>Rate</u>
0-999	\$170.47
1,000-1,499	\$241.28
1,500-1,999	\$271.41
2,000-2,499	\$324.45
2,500-2,999	\$370.80
3,000-3,499	\$432.60
3,500-3,999	\$478.95
4,000-4,499	\$515.00
4,500-4,999	\$545.90
5,000 +	\$545.90 + .10376

Residential Rates are based on total square footage (including all unheated space), and cover contiguous, unimproved land up to 5 acres. Rate for residences exceeding 5,000 sq. ft. = 545.90 + \$0.10376/sq. ft. for the area exceeding 5,000 sq. ft.

Unimproved Land:

28.88 for the first acre or portion thereof/\$.924 per contiguous acre, after the first acre.

Outbuildings/Other Structures

\$20.00 per unit

Construction:

Residential: \$50.00 per unit

Fee for Service:

Hourly rate for Fire Response, Residential/Commercial - \$1800.00 per hour/per apparatus.

\$9000.00 /1 hour, 1 hour minimum for an actual structure fire

Commercial Rate:

0-1500 sq. ft. - \$233.53

\$.15568 sq. ft. for anything over 1500 sq. ft.

automatic sprinkler system.

RATE EFFECTIVE: January 1, 2019
THRU

Singlewide	\$107.10
Doublewide	\$183.60
Duplex	\$354.00
Triplex	\$526.00
Quadraplex	\$698.00

<u>Square Feet</u>	<u>Rate</u>
0-999	\$168.81
1,000-1,499	\$238.94
1,500-1,999	\$268.77
2,000-2,499	\$321.30
2,500-2,999	\$367.20
3,000-3,499	\$428.40
3,500-3,999	\$474.30
4,000-4,499	\$510.00
4,500-4,999	\$540.60
5,000 +	\$530.00 + .100737

RATE EFFECTIVE: Mar 1, 2019 THRU
December 30, 2019

Singlewide	\$105.00
Doublewide	\$180.00
Duplex	\$354.00
Triplex	\$526.00
Quadraplex	\$698.00

<u>Square Feet</u>	<u>Rate</u>
0-999	\$165.50
1,000-1,499	\$234.25
1,500-1,999	\$263.50

2,000-2,499		\$315.00
2,500-2,999		\$360.00
3,000-3,499		\$420.00
3,500-3,999		\$465.00
4,000-4,499		\$500.00
4,500-4,999		\$530.00
5,000 +		\$530.00 + .100737

RATE EFFECTIVE: JULY 1, 2018
THRU June 30, 2019

Singlewide	\$105.00
Doublewide	\$180.00
Duplex	\$354.00
Triplex	\$526.00
Quadraplex	\$698.00

<u>Square Feet</u>	<u>Rate</u>
0-999	\$165.50
1,000-1,499	\$234.25
1,500-1,999	\$263.50
2,000-2,499	\$315.00
2,500-2,999	\$360.00
3,000-3,499	\$420.00
3,500-3,999	\$453.75
4,000-4,499	\$492.00
4,500-4,999	\$525.50
5,000 +	\$525.50 + .100737

RATE EFFECTIVE: JULY 1, 2017
THRU June 30, 2018

Singlewide	\$105.00
Doublewide	\$180.00
Duplex	\$354.00
Triplex	\$526.00
Quadraplex	\$698.00

<u>Square Feet</u>	<u>Rate</u>
0-999	\$172.00
1,000-1,499	\$242.00
1,500-1,999	\$267.00
2,000-2,499	\$317.00
2,500-2,999	\$362.00
3,000-3,499	\$420.00
3,500-3,999	\$450.00
4,000-4,499	\$485.00
4,500-4,999	\$515.00
5,000 +	\$515.00 + .09828

RATE EFFECTIVE: JULY 1, 2016
THRU June 30, 2017

Singlewide	\$105.00
Doublewide	\$180.00
Duplex	\$354.00
Triplex	\$526.00
Quadraplex	\$698.00

<u>Square Feet</u>	<u>Rate</u>
0-999	\$175.00
1,000-1,499	\$245.00
1,500-1,999	\$270.00

2,000-2,499		\$320.00
2,500-2,999		\$365.00
3,000-3,499		\$420.00
3,500-3,999		\$445.00
4,000-4,499		\$475.00
4,500-4,999		\$500.00
5,000 +		\$500.00 + .0945

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Trevor Hobbs, Assistant to the Town Administrator**SUBJECT:** Approval of updates to The Town of Farragut Emergency Management Plan supplementing the Knoxville-Knox County Emergency Operations Plan

INTRODUCTION: The purpose of this item is to approve proposed updates to the Town's Emergency Management Plan supplementing the Knoxville-Knox County Emergency Operations Plan.

BACKGROUND: The Town made updates to its Emergency Management Plan supplementing the Knoxville-Knox County Emergency Operations Plan at the end of FY 23 following the adoption of an updated Emergency Response Plan by the Knoxville-Knox County Emergency Management Agency (KEMA) in 2022. Following those updates, staff continued to identify opportunities to provide additional detail and clarity of responsibilities in the Town's Emergency Management Plan. The Board of Mayor and Aldermen reviewed these updates in workshop on February 8th, 2024.

Since the Board's workshop discussion of these updates, the only changes to the document are highlighted in yellow. They include clarification regarding the Town Administrator's authority to approve and coordinate updates to the plan on page 10, adding additional acronyms to the list of acronyms on page 12, providing additional time for staff positions to complete required training courses, and we added a header for Annex J-Contingency Response Checklists, just so it is represented as part of the plan, while it will still be maintained as an internal document.

DISCUSSION:

The proposed updates to the Town's Emergency Management Plan include additional information, procedures, and responsibilities as outlined in the Knoxville-Knox County Emergency Response Plan. This update includes a considerable amount of new information, totaling approximately 48 pages, and mirrors the format of the 2022 KEMA Emergency Response Plan.

The plan as updated, consists of a Base Plan, General Annexes, and Emergency Annexes.

I. Base Plan

The base plan serves as the foundation for the Town's emergency response and recovery activities. The Base Plan provides basic information and guidance to enable Town departments and staff to prepare for all emergency response scenarios. Much of the proposed Base Plan draws from content included in the current supplement. Some information has been added to clarify the role of KEMA during emergency events for which the Emergency Operations Center is activated, the kinds of hazards the plan is intended to address, mirroring KEMA's Emergency Response Plan, the Town's priorities when responding to an emergency event, responsibilities of specific staff positions and departments during an emergency event, and policies for ongoing review and maintenance of the Town's plan.

II. General Annexes

In keeping with the format and language used in KEMA's Emergency Response Plan, additional sections of the plan are called annexes, because they provide subject-specific information to the base plan.

The proposed update includes the following annexes:

Annex A- Town Administration Succession of Responsibilities: This annex draws from and clarifies information found in multiple locations of the current supplement regarding who will assume responsibility for coordinating administrative activities of each department in the absence of the Town Administrator.

Annex B- Recall of Town Personnel

This annex draws heavily from the section by the same name in the current supplement and clarifies some specific practices that will be used to notify staff of an incident, who will ensure tracking of staff time dedicated to response and recovery efforts, and where they will report for initial response planning.

This annex also includes an "Appendix A", which consists of a comprehensive list of Town staff and their cell phone numbers and will be maintained internally.

Annex C- Town Operations Center

This annex draws almost exclusively from "Appendix B" of the current supplement and specifies which Town facility will be used for response planning and coordination efforts at the internal Town level. Given the closure of Town Hall, this annex now specifies the Town Operations center will be located at the Farragut Community Center, with an alternate location being the Farragut Public Works facility.

Annex D- Facilities, Shelters, and Reception Centers

This annex draws heavily from the current supplement's section by the same title and identifies Town facilities that could be used during response or recovery activities. It also includes information regarding shelters that may be arranged through the American Red Cross, and contact information for their local representatives.

Annex E- Communications

This annex draws exclusively upon the current supplement's "Appendix C- Communications", but further divides that information into Appendix A- Incident Response Team, Appendix B- Crisis Communications, and Appendix C- Crisis Communications Checklist. Given connections made during inter-agency tabletop discussion, additional agency contacts have been added to Appendix A and C.

Annex F- Inventory of Town Equipment

This annex draws upon the current supplement's list of equipment available for use during an emergency, but also adds a policy statement that town equipment will be prioritized for emergency response efforts over other uses.

Annex G- Emergency Purchases Policy

This annex draws heavily from the existing purchasing policy and purchasing forms included in the current supplement, but under its own annex heading. This annex also includes new information regarding tracking reimbursable expenses, as this is important when submitting for reimbursement after an event.

III. Emergency Annexes

To provide additional details regarding how the Town will support emergency response and recovery efforts coordinated through KEMA, the proposed update includes an annex that summarizes each Town department's plan to maintain continuity of operations, as well as an annex for each of the sixteen Emergency Support Functions. Each Emergency Support Function annex follows the general format of KEMA's Emergency Response Plan.

Annex H- Continuity of Operations

This annex draws exclusively from the current supplement's "Appendix D- Continuity of Operations" and provides a summary of each department's continuity of operations plan. Each department will continue to maintain a more detailed continuity of operations plan as an internal document.

Annex I- Emergency Support Annexes

This annex is a summary of the KEMA Emergency Response Plan and provides information regarding which Town department or staff position is the lead for coordinating each of sixteen emergency support functions, which Town department(s) or staff position(s) provide support to that lead, which area agencies they will coordinate with, and specifies the general scope of responsibilities for that function. A section is dedicated to each sub-function where a sub-functions exists.

The Emergency Support Annexes are as follows:

- ESF 1- Transportation
- ESF 2- Communications
- ESF 3- Infrastructure, Public Works, and Engineering
- ESF 4- Firefighting
- ESF 5- Planning and Information
- ESF 6- Human Services
- ESF 7- Logistics
- ESF 8- Health and Medical Services
- ESF 9- Search and Rescue
- ESF 10- Environmental Response
- ESF 11- Food and Water
- ESF 12- Energy
- ESF 13- Law Enforcement
- ESF 14- Donations and Volunteers
- ESF 15- Recovery
- ESF 16- Animal Care and Housing

Annex J- Contingency Response Checklist

This annex provides a new all-hazards checklist intended to be used regardless of the specific emergency situation, and guides specific staff positions on things they should be doing immediately following an emergency event. It also specifies which staff positions provide support to those who have responsibilities identified by the checklist. Incident-specific checklists are also included for some of the hazards the Town is most likely to respond to. This annex will be maintained as an internal document.

RECOMMENDATION BY:

PROPOSED MOTION: Approval of updates to The Town of Farragut Emergency Management Plan supplementing the Knoxville-Knox County Emergency Operations Plan

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	_____	_____	_____	_____	_____



TOWN OF FARRAGUT EMERGENCY MANAGEMENT PLAN
-supplementing-

**KNOXVILLE-KNOX COUNTY EMERGENCY
OPERATIONS PLAN**



**Knoxville-Knox County
Emergency Operations Plan**
July 2022

Table of Contents

Table of Contents	i
Distribution List.....	iii
Base Plan	1
Purpose	1
Scope	1
Plan Structure	3
Hazard Identification	3
1. <i>Probable Hazards</i>	4
2. <i>Possible Hazards</i>	4
3. <i>Unlikely Hazards</i>	4
Situation	5
Planning Assumptions.....	5
Concept of Operations	6
Response Structure and Organization	7
1. <i>Incident Commander</i>	7
2. <i>Knox County Emergency Operations Center (EOC)</i>	7
3. <i>Town Operations Center</i>	9
Plan Maintenance, Authorities, and References	10
1. <i>Update, Revision, and Exercise Schedule</i>	10
2. <i>Authorities and References</i>	11
3. <i>List of Acronyms</i>	12
Record of Changes	13
Additional Resources	13
1. <i>Training Resources for Local Government</i>	13
2. <i>FEMA/TEMA/KEMA Contact Information:</i>	16
General Annexes	18
Annex A – Town Administration Succession of Responsibilities	19
Annex B - Recall of Town Personnel	20
<i>Appendix A to Annex B - TOF Personnel Recall Roster</i>	21
Annex C - Town Operations Center	22
Annex D - Facilities, Shelters, and Reception Centers.....	24
Annex E - Communications	26
<i>Appendix A to Annex E – Incident Response Team</i>	28
<i>Appendix B to Annex E – Crisis Communications</i>	30
<i>Appendix C to Annex E – Crisis Communications Checklist</i>	31
Annex F – Inventory of Town Equipment	33
Annex G – Emergency Management Finance	34
<i>Appendix A to Annex G – Tracking Reimbursable Expenses</i>	35
<i>Attachment 1 to Annex G: Expense Tracking Worksheet</i>	37
<i>Appendix B to Annex G – Emergency Purchases Policy</i>	38
<i>Attachment 2 to Annex G: Emergency Purchase Explanation Form</i>	39
Emergency Annexes	40
Annex H – Continuity of Operations.....	40
Annex I - Emergency Support Annex	43
<i>ESF-1 Transportation</i>	44

ESF-2 Communications	45
ESF-3 Infrastructure, Public Works, and Engineering	48
ESF-4 Firefighting	51
ESF-5 Planning and Information.....	52
ESF-6 Human Services.....	54
ESF-7 Logistics	56
ESF-8 Health and Medical Services.....	57
ESF-9 Search and Rescue	61
ESF-10 Environmental Response	62
ESF-11 Food and Water	63
ESF-12 Energy.....	64
ESF-13 Law Enforcement	66
ESF-14 Donations and Volunteers	68
ESF-15 Recovery	70
ESF-16 Animal Care and Housing	71
Annex J – Contingency Response Checklists.....	72

Distribution List

Mayor of Farragut (1)
Elected Aldermen (4)
Town Administrator (1)
Assistant to the Town Administrator (1)
Town Attorney (1)
Executive Assistant/Risk Manager (1)
Emergency Management Coordinator (1)
Communications Manager (1)
Human Resource Director (1)
Town Recorder/Finance Director (1)
Parks and Recreation Director (1)
Town Engineer (1)
Assistant Town Engineer (1)
Public Works Director (1)
Public Works Foremen (2)
Community Development Director (1)
Assistant Director of Community Development (1)
Building Official (1)
Rural Metro Fire Inspector (1)
Information Technology Manager (1)



**Emergency Management Plan
Town of Farragut
Dated: February 2024**

Base Plan

Purpose

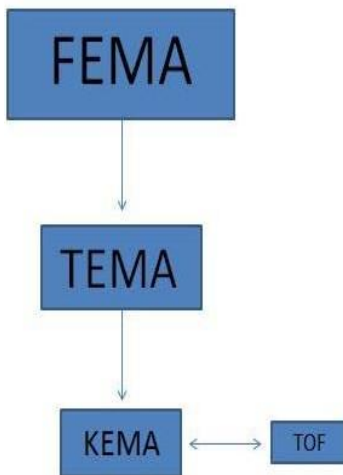
This document provides standard procedures for how the Town of Farragut will, to the maximum extent possible, mitigate the consequences of any emergency situation that may affect the Town. This plan directs town actions intended to respond quickly, efficiently and effectively in a coordinated and integrated manner to the needs of the community during and immediately after major emergencies and hazards. This plan defines Town of Farragut roles and responsibilities associated with response to hazards and/or emergencies caused by natural disasters, technological accidents, terrorist attacks and other major incidents that may impact the town. It is intended to assure the continuity of all governmental functions should conditions arise that impede or prevent normal governmental functions within the town. In addition to covering procedures for local non-emergency incidents this plan is designed to *assist* in the local implementation of the Knoxville-Knox County Emergency Operations Plan. While this plan may be activated independent of the Knoxville-Knox County Emergency Operations Plan, it is not intended to replace or supersede any portion of the Knoxville-Knox County Emergency Operations Plan.

Scope

1. The Knoxville-Knox County Emergency Operations Plan is the basis for emergency response actions in the county. It is invoked when a hazard or emergency occurs that requires a large-scale, coordinated response. Mutual aid from other local jurisdictions, as well as State and/or Federal assistance will be available, when requested, for situations that exceed local capabilities. The Town of Farragut Emergency Management Plan primarily addresses how Town of Farragut staff agencies and departments will work together with Knoxville-Knox County Emergency Management Agency (KEMA) to implement the Knoxville-Knox County Emergency Operations Plan in response to the community's needs during and immediately after major emergencies and hazards.
2. This plan applies to emergency functions in the Town of Farragut including: engineering, public works, road clearance, crisis communications, traffic signal maintenance, post-incident building inspections/permitting, and town continuity of government. All

employees of the Town are expected to adhere to the Town's personnel policies. In the event of any conflict or perceived conflict between the actions stipulated in this plan and the Town's personnel policies, employees are required to prioritize and comply with the Town's personnel policies. The personnel policies serve as the guiding framework for employee conduct and are to be followed in all circumstances to ensure consistency, fairness, and alignment with the Town's established standards and values.

3. Knox County emergency functions include: fire (Rural Metro Fire Department) and law enforcement services (Knox County Sheriff's Office); emergency medical services; rescue; warning; hazardous materials response; evacuation; emergency welfare services; emergency transportation services; and all other local government functions related to the protection of the community.
4. The basic plan provides the overarching framework and the big-picture, general concept of operations for the town's response to hazards and emergencies. It identifies organizations involved and broadly outlines their roles and responsibilities during response. Specific department duties and responsibilities and actions are separately provided for in departmental and crisis response annexes.
5. This plan is intended for use only during major emergencies and hazards and does not address the day-to-day roles and responsibilities of local emergency response agencies. This plan does not address disaster mitigation, which is addressed in the Multi-Jurisdictional Local Hazard Mitigation Plan, or long-term recovery. Furthermore, this plan does not address the State or Federal response to hazards and emergencies. State and Federal agencies are included in the plan where those agencies have primary responsibility and there is no equivalent local government role.



KEMA is an inter-governmental Agency consisting of appointed members from all of the incorporated municipalities within Knox County. KEMA coordinates directly with the Tennessee Emergency Management Agency (TEMA) to request and prioritize state and federal resources during response to hazards and emergencies. KEMA's mission is to protect lives and property through mitigation, preparation for, response to, and recovery from the effects of natural and man-made disasters, as well as, national security concerns consistent with the resources provided.

6. KEMA is the central point of contact for all major emergencies and hazards in the county and is responsible for incidents throughout the entire county, regardless of municipality. The Knoxville-Knox County Emergency Operations Plan offers detailed operating procedures, along with incident command systems, defined agency responsibilities during Emergency Operations Center (EOC) incidents, and coordination of response and recovery efforts to hazards and emergencies.

Plan Structure

1. The Town of Farragut Emergency Management Plan is divided into three primary components: the Base Plan, General Annexes, and Emergency Annexes.
2. The Base Plan serves as the foundation for the town's emergency response management plan. The Base Plan provides basic information and guidance to enable town departments and staff to prepare for all hazard response scenarios.
3. The General Annexes provide specific actions to be taken by departments and staff when directed by the Town Administrator or their designee. These actions may be directed at any time, not just in response to a hazard response scenario and generally apply to all departments and staff.
4. The Emergency Annexes provide specific guidance to departments and designated staff members in response to a KEMA Emergency Operations Center activation or in response to a specific hazard or emergency. These annexes directly identify town employees with specific responsibilities or roles during an emergency response. They also provide departmental guidance to ensure continuous operations.
5. This plan does not preclude town departments from developing internal, standalone documents describing the department's response framework for hazards and continuity of operations.

Hazard Identification

Knox County is faced with many natural, technological, and human-caused hazards. In order to remain consistent with KEMA's plan, below is a list of these hazards as categorized in the Knoxville-Knox County Emergency Operations Plan. Regardless of the severity or likelihood of the hazard, plans should consider response and recovery from each. More detailed information about the nature of these hazards, and the extent to which they might affect the community can be found in the Multi-Jurisdictional Local Hazard Mitigation Plan.

1. Probable Hazards

These hazards may or may not exhaust the town's resources to respond and recover during an emergency. These hazards range from localized events to widespread emergencies. Based on the incident severity and duration, Knox County resources and EOC support may be requested as determined by the Town Administrator, or their designee, to assist the town's efforts. It is possible that these responses will require coordinated support, through KEMA, from adjacent counties, other states, and the federal government.

Natural	Technological	Intentional Human-Caused
Severe Weather Tornado Flood Severe Winter Weather Fire Geologic Hazard (excluding earthquake) Extreme Temperatures	Hazardous Materials (HAZMAT) Transportation Accident (non-HAZMAT) Utility Failure Communications Failure	Terrorism and Crime (including cyber and chemical, biological, radiological, nuclear, and explosive) Civil Disturbance

2. Possible Hazards

These hazards will likely quickly exhaust or overwhelm the town's resources to respond and recover during an emergency. These incidents are likely to be widespread and require an enduring response and recovery effort. Knox County resources and EOC support will likely be requested to assist the town's efforts. Additionally, it is likely that these responses will require coordinated support, through KEMA, from adjacent counties, other states, and the federal government.

Natural	Technological	Intentional Human-Caused
Drought Earthquake Pandemic	Dam Failure Biological (Human and Animal)	Enemy Attack / War

3. Unlikely Hazards

These hazards will quickly overwhelm the town's resources to respond and recover during an emergency. These incidents will be widespread and require an enduring response and recovery effort. Knox County resources and EOC support will assist the town's efforts. Additionally, it is expected that these responses will require coordinated support, through KEMA, from adjacent counties, other states, and the federal government.

Natural	Technological	Intentional Human-Caused
Famine Hurricane	Financial System Collapse	

Situation

1. Knox County encompasses 508 square miles of land and includes the City of Knoxville and the Town of Farragut. It is the most populous county in East Tennessee with a population of 478,971 as of the 2020 census. The County sits at the crossroads of two major interstate highways and the Tennessee River originates near downtown Knoxville at the confluence of the Holston and French Broad Rivers.
2. The Town of Farragut encompasses approximately 16 sq miles of land in Knox County with a small portion of the town, less than .3 square miles, located in Loudon County. The county seat and most populous city in the county is Knoxville. It is located approximately 18 miles to the east of Farragut. According to the 2020 census, the town's population is listed as 23,506.
3. The I-40/I-75 corridor cuts through the northern portion of the Town of Farragut and includes one major interchange at North Campbell Station Road. In addition, US-11/Kingston Pike bisects the town into a northern ward and southern ward. The Norfolk Southern Railroad follows the town boundary along the length of its southern boundary. These roadways and the railroad represent the most likely transportation corridors for hazardous materials through Farragut.
4. Additionally, the town is crossed by the Turkey Creek and Little Turkey Creek. Both creeks generally run from the north to the south. The town's southern boundary includes 2 miles of Fort Loudon Lake shoreline.

Planning Assumptions

1. Major emergencies and hazard responses will continue to occur in Farragut. Town residents and businesses will be affected. In addition to the hazards listed in the Hazard Identification section, other hazards may occur in the future.
2. In the event that the Town of Farragut experiences an incident or emergency situation that is beyond the resources, capabilities, and authorities of town staff, the full authority, coordination, and resources of Knoxville-Knox County Emergency Management Agency (KEMA) will be used to respond to an emergency situation.
3. The nature and scope of the emergency may hinder response operations. Impossible roads, utility outages, loss of communications infrastructure, damaged public safety

facilities, inclement weather and other challenges may slow or impede the response.

4. Cascading events may increase the complexity and response demands during response to a major emergency.
5. An effective response to and recovery from a major emergency or hazard will require collaboration among government agencies, private businesses, community organizations, volunteers and others.

Concept of Operations

1. All disasters are local. The Town of Farragut is responsible for responding to hazards and emergencies and coordinating support from outside agencies throughout the lifecycle of response inside of town limits. In accordance with KEMA's pre-arranged mutual aid agreements, local response agencies have the primary responsibility to respond to emergencies and to take actions that protect life and property. If response needs exceed local capabilities, the Town of Farragut will request mutual aid from neighboring jurisdictions or from the State through the Knox County Emergency Operations Center/KEMA. Similarly, the State may request assistance from neighboring states or from the federal government to meet the needs imposed by incidents beyond its response capabilities.
2. To the extent possible, the Town will continue to provide service delivery to its residents.
3. During emergency response, the Town of Farragut's priorities are:

Priority 1: Preserve Life

Priority 2: Protect Property

Priority 3: Restore Essential Services

Priority 4: Manage Clean-Up

Priority 5: Recover to Pre-Incident Levels of Service

4. Emergency functions of response organizations during major emergencies or incidents generally parallel daily functions. To the greatest extent possible, the same people and resources will be used during these responses. Daily local government functions which do not directly contribute to emergency operations may be suspended for the duration of the emergency. Town personnel normally required for those functions may be redirected to tasks assisting with and supporting the emergency response.
5. KEMA's response plan is developed to address a wide-range of hazardous situations that may develop within Knox County, including Farragut. The framework in this plan will be

used to guide the response to all hazards.

6. As organizations develop and implement their own plans and procedures to execute their responsibilities identified in this plan they are expected to address and integrate the needs of community members with disabilities, access and functional needs.

Response Structure and Organization

KEMA utilizes the Incident Command System (ICS) model for hazard and emergency response. The ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure and designed to aid in the management of resources during incidents. During a major incident or hazard response, in accordance with ICS, the KEMA plan provides for two levels of local incident management. The first level is at the scene of the incident where the Incident Commander (IC) directs response resources. The second is the Emergency Operations Center (EOC) which supports responders on the scene and coordinates the off-site response which may include shelters, Points of Distribution (PODs), Reception Centers or Family Assistance Centers. In addition to the IC and Knox County EOC, the Town Administrator, or their designee, may activate a Town Operations Center to direct coordination and support within the town staff.

1. Incident Commander

- a. In accordance with the Incident Command System (ICS) model, the fire department or law enforcement agency with jurisdiction at the scene of the incident will establish command of incident response.
- b. Per ICS, the agency's most qualified (typically senior) representative at the scene is the Incident Commander (IC), who is responsible for the overall emergency operation. The IC will determine the location of the Incident Command Post. For incidents that are multidisciplinary in nature, it is likely that a Unified Command will be used.
- c. However, in local incident response efforts with no fire department or law enforcement response, the Town Administrator, or their designee, may appoint a town employee to direct response efforts.

2. Knox County Emergency Operations Center (EOC)

- a. The Town of Farragut does not operate an Emergency Operations Center (EOC). The EOC is managed by the Knoxville-Knox County Emergency Management Agency and is staffed by response agencies and assisting local government departments. In all cases, the Knox County EOC will provide response coordination efforts and support for incidents in Knox County, including all incidents in Farragut.

- b. The Assistant to the Town Administrator and Town Risk Manager are designated Town of Farragut EOC representatives.
- c. If the Town of Farragut experiences an incident or emergency situation that is beyond the abilities of local staff and responders, the Town Administrator or their designee, will contact the Emergency Operations Center to request assistance by calling:

(865) 215-1166 (Daytime)

(865) 215-1167 (Evenings, Weekends, Holidays)

- d. For emergencies or hazards in other parts of the county, KEMA will usually receive notification of an emergency or hazardous event via the Knoxville-Knox County E-911 Center.
- e. When notified of an emergency, a KEMA duty officer will evaluate the situation, and if necessary, activate the Knoxville-Knox County Emergency Operations Center (EOC). The Town of Farragut EOC representative(s) will be notified of the activation by KEMA and may be required to report to the EOC. Notifications will typically come via the Everbridge System or via email.
- f. The primary location of the Knox County EOC is:

Emergency Operations Center

1630 Huron Street

Knoxville TN, 37917

- g. Driving Directions to the EOC from the Farragut Community Center:

1. Turn left onto S Campbell Station Rd
2. Turn right to merge onto I-40 E/I-75 N toward Knoxville
3. Merge onto I-40 E/I-75 N
4. Use the right lane to take exit 387A for I-275 N toward Lexington
5. Continue onto I-275
6. Take exit 1B for Woodland Ave toward Oldham Ave
7. Turn right onto W Woodland Ave
8. Turn left onto Huron St Turn right onto Marion St: Destination will be on the right

- h. The Town's designated EOC representative will report back to The Town Administrator, or their designee, after an EOC activation meeting. Together, they will determine the need for additional notification to Town officials/staff and recall of any essential Town

personnel. Typical variables analyzed to determine additional notification and recall may be:

- Type, Intensity, and Duration of the Incident
- How the Incident Affects the Town
- Assistance Requested by the EOC

3. Town Operations Center

- a. The Town Administrator, or their designee, may activate the Town Operations Center in order to coordinate the town's response to a hazard or emergency.
- b. The Town Operations Center will direct Town of Farragut operations during a major emergency, provide guidance to situations or prioritization concerns not addressed in other town plans, communicate and coordinate with elected Town officials, and coordinate with KEMA, Knox County, and other supporting agencies.
- c. The primary location for the Town Operations Center is located in the Large Classroom of the Farragut Community Center.
- d. If the Farragut Community Center is deemed an unsuitable location for the Town Operations Center due to hazard or emergency, the Town Administrator, or their designee, will decide to activate an alternate location as required.
- e. The Town Operations Center will be staffed by the following personnel or their designated deputy.
 - Town Administrator
 - Assistant to the Town Administrator (may be located at EOC)
 - Public Works Director
 - Town Engineer
 - Finance Director
 - Risk Manager (may be located at EOC)
 - IT Manager
 - Communications Manager
 - Other Department Head(s) or Staff members as directed by the Town Administrator or their designee
- f. Annex C of this plan provides specific guidance to activate the Town Operations Center.
- g. The Emergency Management Coordinator will review the contents of the Town

Operations Center equipment kit annually to ensure its contents are maintained in proper working order, and are adequate for the needs of the Town Operations Center.

Plan Maintenance, Authorities, and References

To establish and maintain an effective emergency operations plan, a process of continuous updates is defined to ensure that the plan remains a current, living document that will remain relevant as the community and the local response capabilities continue to grow and evolve. The Town of Farragut will mirror the update and revision process used for the Knoxville-Knox County Emergency Operations Plan and its associated documents. Whenever updates or revisions to the plan are made, town departments and partnering agencies will receive a new copy of the plan. The Town Emergency Management Coordinator is responsible to ensure updates, revisions, and exercises are conducted in accordance with the guidelines specified in this plan.

1. Update, Revision, and Exercise Schedule

- a. The Town Emergency Management Coordinator will coordinate annual review of the Base Plan and all Annexes of the plan. At least once a year, Department Heads and tasked town offices will review each section of the plan.
- b. Updates to the plan may be triggered by needs identified in the annual review, issues brought up by local agencies or ideas for improvements brought to light by lessons learned or best practices. The Town Emergency Management Coordinator will coordinate approval of updates to the plan.
- c. Minor updates to the plan such as organizational, procedural or situational changes or edits that clarify meaning, improve grammar, improve syntax, **clarify internal roles and responsibilities**, or update partnerships without significantly altering the intent may be approved by the Town Administrator or their designee.
- d. Major revisions to the plan should be completed at least every five years. These major updates/changes will be approved by the Board of Mayor and Aldermen.
- e. Other major updates **outside of the five-year review** that affect **external** agencies' roles and responsibilities, or significantly alter the policies, **purpose, or scope of the plan** will be **coordinated** through the Town Administrator with the input and consensus of the affected agencies. **All other modifications which require action by the Board of Mayor and Aldermen under state law will also be approved by the Board of Mayor and Aldermen.**

- f. Under the direction of the Town Administrator, the Town Emergency Management Coordinator will ensure the Emergency Management Plan is exercised at least three times per calendar year. At a minimum, the town will conduct staff emergency management plan training, practice Town Operations Center activation, and one emergency response tabletop exercise each calendar year. Additional exercise requirements may be directed by the Town Administrator.
- g. Under the direction of the Town Administrator, the Town Emergency Management Coordinator will ensure a joint-agency emergency management exercise with KEMA and appropriate participants is held at least once every three years.

2. Authorities and References

The primary authorities and references used in developing the Town of Farragut Emergency Management Plan are:

- a. Knoxville-Knox County Emergency Operations Plan, July 2022
- b. Knox County Resolution dated May 20, 1976 and amended June 25, 1984 establishing the Knoxville-Knox County Civil Defense Organization then amended to change the name to the Knoxville-Knox County Emergency Management Agency.
- c. City of Knoxville Ordinance No. 0-138-83 dated August 16, 1983 Repealing Ordinance No. 6052, which had established the Knoxville-Knox County Civil Defense Organization and replacing it with the Knoxville-Knox County Emergency Management Agency.
- d. Tennessee Code Annotated 58-2-110, Emergency Management Powers of Political Subdivisions
- e. Tennessee Code Annotated 58-2- 403, Emergency Management Assistance Compact
- f. Tennessee Mutual Aid and Emergency and Disaster Assistance Agreement Act of 2004
- g. National Incident Management System, Third Edition, October 2017
- h. National Response Framework, Fourth Edition, October 2019
- i. Comprehensive Preparedness Guide (CPG) 101 - Developing and Maintaining Emergency Operations Plans, Version 2, November 2010

3. List of Acronyms

ARC	American Red Cross
DART	Disaster Animal Response Team
DOE	U. S. Department of Energy
EHE	Excessive Heat Event
EMS	Emergency Medical Services
EOC	Emergency Operations Center
ESC	Emergency Services Coordinator
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
HAZMAT	Hazardous Material
IC	Incident Commander
ICS	Incident Command System
IT	Information Technology
JIC	Joint Information Center
KCHD	Knox County Health Department
KCR	Knox County Rescue
KCS	Knox County Schools
KCSO	Knox County Sheriff's Office
KEMA	Knoxville-Knox County Emergency Management Agency
KGIS	Knoxville, Knox County, Knoxville Utilities Board Geographic Information System
KUB	Knoxville Utilities Board
LCUB	Lenoir City Utilities Board
METERS	Middle East Tennessee Emergency Radio Service
MCI	Mass Casualty Incident
NGO	Non-governmental Organization
NIMS	National Incident Management System
NWS	National Weather Service
PDA	Preliminary Damage Assessment
POD	Points of Distribution
RMCC	Regional Medical Communications Center
SWP	Severe Weather Plan
TDOT	Tennessee Department of Transportation
TEMA	Tennessee Emergency Management Agency
TVA	Tennessee Valley Authority
VOAD	Voluntary Organizations Active in Disaster

Record of Changes

[illegible]

Additional Resources

1. Training Resources for Local Government

- a. Town of Farragut Employees and Elected Officials have access to a variety of free and paid emergency management training opportunities via **FEMA's Emergency Management Institute (EMI)** at <https://training.fema.gov/is/>. Specific staff and elected official training requirements and optional opportunities are listed below. All Town of Farragut employees and officials are encouraged to explore additional interest areas on the EMI website.
- b. **Town Department Heads:** Department Heads will complete the following entry level courses to familiarize themselves with the National Response Framework and provide completion certificates to the Town Emergency Management Coordinator within **six (6) months** of appointment:

IS-700.B: An Introduction to the National Incident Management System: This course provides an overview of the National Incident Management System (NIMS). The National Incident Management System defines the comprehensive approach guiding the whole community - all levels of government, nongovernmental organizations (NGO), and the private sector - to work together seamlessly to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. The course provides learners with a basic understanding of NIMS concepts, principles, and components.
<https://training.fema.gov/is/courseoverview.aspx?code=IS-700.b&lang=en>

IS-800.D: National Response Framework, An Introduction: The goal of the IS-0800.d, National Response Framework, An Introduction, is to provide guidance for the whole community. Within this broad audience, the National Response Framework focuses especially on those who are involved in delivering and applying the response core capabilities, including: private sector partners, non-governmental organizations (NGOs), government officials, community leaders, emergency management practitioners, and first responders.
<https://training.fema.gov/is/courseoverview.aspx?code=IS-800.d&lang=en>

- c. **EOC Representatives:** Appointed EOC Representatives will complete the courses listed in paragraph 1.b of Training Resources for Local Government (ICS 700 and ICS 800) as well as the following courses to further familiarize themselves with the National Response Framework and the Incident Command System. They will provide completion certificates to the Town Emergency Management Coordinator within **three (3) months** of appointment:

IS-100.C: Introduction to the Incident Command System, ICS 100: ICS 100, Introduction to the Incident Command System, introduces the Incident Command System (ICS) and provides the foundation for higher level ICS training. This course describes the history, features and principles, and organizational structure of the Incident Command System. It also explains the relationship between ICS and the National Incident Management System (NIMS).
<https://training.fema.gov/is/courseoverview.aspx?code=IS-100.c&lang=en>

IS-200.C: Basic Incident Command System for Initial Response, ICS-200: IS200, Basic Incident Command System for Initial Response, reviews the Incident Command System (ICS), provides the context for ICS within initial response, and supports higher level ICS training. This course provides training on, and resources for, personnel who are likely to assume a supervisory position within ICS.
<https://training.fema.gov/is/courseoverview.aspx?code=IS-200.c&lang=en>

IS-2200: Basic Emergency Operations Center Functions: The Basic Emergency Operations Center Functions course is designed to introduce the role, design, and function of the Emergency Operations Center (EOC) and the supportive relationship as a NIMS Command and Coordination component of the Multiagency Coordination System.

<https://training.fema.gov/is/courseoverview.aspx?code=IS-2200&lang=en>

- d. **Town Emergency Management Coordinator:** The Town Emergency Management Coordinator will complete ICS 700, ICS 800, ICS 100, and ICS 200 within **three (3) months** of appointment. Details for these courses are listed in paragraphs 1.b and 1.c of Training Resources for Local Government.
- e. **Town Communications Manager:** In addition to the entry level courses listed in paragraph 1.b of Training Resources for Local Government (ICS 700 and ICS 800), the Town Communications Manager is encouraged to complete the following course(s):

IS-42.A: Social Media in Emergency Management: The purpose of this course is to provide the participants with best practices including tools, techniques and a basic roadmap to build capabilities in the use of social media technologies in their own emergency management organizations (State, local, Tribal) in order to further their emergency response missions.

<https://training.fema.gov/is/courseoverview.aspx?code=IS-42.a&lang=en>

- f. **Public Works Director:** In addition to the entry level courses listed in paragraph 1.b of Training Resources for Local Government (ICS 700 and ICS 800), the Town Public Works Director is encouraged to complete the following course(s):

IS-552: The Public Works Role in Emergency Management: This course provides an introduction to the role of Public Works departments in community emergency management. The training is intended to help communities improve their emergency management efforts regarding the functions of public works agencies prior to, during, and after disasters.

<https://training.fema.gov/is/courseoverview.aspx?code=IS-552&lang=en>

IS-554: Emergency Planning for Public Works: This course explains how public works prepares and plans for emergencies.

<https://training.fema.gov/is/courseoverview.aspx?code=IS-554&lang=en>

- g. **Elected Officials:** In addition to the entry level courses listed in paragraph 1.b of Training Resources for Local Government (ICS 700 and ICS 800), the Mayor and Aldermen are encouraged to complete the following course(s):

IS-908: Emergency Management for Senior Officials: The purpose of this course is to introduce senior officials to the important role they play in emergency management. The responsibility for preparing for, responding to, and recovering

from incidents, both natural and manmade, begins at the local level – with individuals and public officials in the county, city, or town affected by the incident.

<https://training.fema.gov/is/courseoverview.aspx?code=IS-908&lang=en>

- h. **Town Administrator:** In addition to the National Response Framework and Incident Command System entry level courses listed in paragraphs 1.b and 1.c of Training Resources for Local Government (ICS 700, ICS 800, ICS 100, and ICS 200), the Town Administrator is encouraged to complete the following course(s):

IS-908: Emergency Management for Senior Officials: The purpose of this course is to introduce senior officials to the important role they play in emergency management. The responsibility for preparing for, responding to, and recovering from incidents, both natural and manmade, begins at the local level – with individuals and public officials in the county, city, or town affected by the incident.

<https://training.fema.gov/is/courseoverview.aspx?code=IS-908&lang=en>

- i. **Other Town of Farragut Employees:** All other employees are encouraged to complete the basic courses (ICS 700 and ICS 800) listed in paragraph 1.b of Training Resources for Local Government to familiarize themselves further with the emergency management process. Additionally, they are encouraged to seek additional job-specific training opportunities on the EMI website.

2. FEMA/TEMA/KEMA Contact Information:

- a. Federal Emergency Management Agency (FEMA)

Federal Emergency Management Agency

3003 Chamblee Tucker Road

Atlanta, GA 30341

FEMA Website: <http://www.fema.gov/region-iv-al-fl-ga-ky-ms-nc-sc-tn>

Phone: 770-220-5200

- b. Tennessee Emergency Management Agency (TEMA)

TEMA East Region Office

803 North Concord

Knoxville, TN 37919

TEMA Website: <http://www.tnema.org/ema/regions/east/index.html>

Phone: 865-594-5650

Email address: east@tnema.org

c. Knoxville-Knox County Emergency Management Agency (KEMA)

KEMA

Colin Ickes, Director

1630 Huron Street

Knoxville, TN 37917

KEMA Website: <http://www.cityofknoxville.org/kema/>

Phone: 865-215-1166

Email address: cickes@knoxilletn.gov

General Annexes

Annex A – Town Administration Succession of Responsibilities

1. In accordance with the Town Charter and as appointed by the Board of Mayor and Aldermen, the Town Administrator is responsible to supervise and coordinate all administrative activities of each department of the town under the policies of the board. In their absence or incapacitation, the following Town of Farragut employees, in succession, will assume these responsibilities for the execution of the Emergency Management Plan until either formally selected or formally replaced by the Board of Mayor and Aldermen:
 - a. Town of Farragut Finance Director
 - b. Town of Farragut Public Works Director
 - c. Town of Farragut Parks and Recreation Director
 - d. Town of Farragut Human Resources Director
 - e. Town of Farragut Town Community Development Director
 - f. Town of Farragut Town Engineer

Annex B - Recall of Town Personnel

1. The Town Administrator, or their designee, will determine if there is a need for Town of Farragut personnel activation.
 - a. The Town Administrator, or their designee, will contact Department Heads first. If Department Heads cannot be contacted, their deputies will be contacted.
 - b. Each Department Head, or their deputy, shall be responsible for contacting their departmental personnel for recall if directed. See **Appendix A to Annex B - Recall Roster** for contact information.
 - c. The Town of Farragut Finance Director and applicable Department Heads will ensure recalled employees accurately track hours to ensure appropriate compensation in accordance with town policies in Article IX of the Town of Farragut Policies and Procedures
2. The primary method for recalling town personnel will be via telephone.
 - a. However, if telephone systems are inoperable, the Town Administrator, or their designee, may direct the recall of town personnel via face-to-face contact.
 - b. In this situation, the Town of Farragut Director of Human Resources will provide listed addresses for personnel to be recalled.
 - c. Department Heads will validate/update their hard-copy employee contact rosters monthly or whenever changes occur. The Town Emergency Management Coordinator will coordinate with Department Heads for updated rosters no later than the 5th of each month.
3. Unless otherwise directed, all recalled personnel shall report to the primary Town Operations Center in the Town Hall Board Room.
 - a. The recalled personnel will “open” the Town Operations Center in accordance with **Annex C - Town Operations Center**.
 - b. Recalled personnel shall not leave the Town Operations Center area without permission from the Town Administrator or their designee.
4. The Town Administrator, or their designee, will determine if there is a need for immediate Mayor and Aldermen notification; otherwise, the Mayor and Aldermen will be updated post incident.

Appendix A to Annex B - TOF Personnel Recall Roster

*A roster of cell phone numbers for town personnel is kept by each department director.

Annex C - Town Operations Center

The Town Administrator, or their designee, may activate the Town Operations Center in order to coordinate the town's response to a hazard or emergency. The Town Operations Center will direct Town of Farragut operations during a major emergency, provide guidance to situations or prioritization concerns not addressed in other town plans, communicate and coordinate with elected Town officials, and coordinate with KEMA, Knox County, and other supporting agencies.

1. The primary location for the Town Operations Center is the Large Classroom in the Town of Farragut Community Center.
2. The Farragut Public Works Facility may serve as an alternate Town Operations Center. The Town Administrator, or their designee, will determine if an alternate location will be utilized.
3. During normal business hours, the Town Administrator, or their designee, will direct a member of the staff to activate the primary Town Operations Center in accordance with paragraph 5 below.
4. If the Town Administrator, or their designee, directs activation of the alternate Town Operations Center during normal business hours, the Parks and Recreation Director will activate the alternate Town Operations Center in accordance with paragraph 6 below.
5. When activation of the primary Town Operations Center has been directed, the first person to arrive at Town Community Center shall open the center as follows:
 - a. Unlock the doors of the Community Center
 - b. Disengage the alarm
 - c. Open both doors to the Large Classroom
 - d. Turn on all lights
 - e. Set up tables and chairs to accommodate at least 9 personnel
 - f. Retrieve the handheld interoperable radios, their chargers, extra batteries, lapel mics, and Town Operations equipment kit, located in the Direct of Parks & Recreation's office in the Farragut Community Center.
 - g. Return to the Center, plug in/charge all radios
 - h. Turn all radios to "A Farr Main" channel (home button) with appropriate volume
 - i. Activate projection screens and connect a computer with the KGIS and D4H webpages loaded

i. <https://www.kgis.org/kgismaps/map.htm>

- ii. <https://link.edgepilot.com/s/5ec61895/Ac6NDu6mHkewsxrjbTg8cA?u=https://operations-center.us.d4h.com/%23/knoxville-knox-co-ema>
 - j. Once set up, all recalled personnel shall remain in the Center area to await instructions from the Town Administrator
6. When activation of the alternate Town Operations Center has been directed, the first person to arrive at the Public Works Facility shall open the center as follows:
- a. Unlock the doors to the Public Works Facility main office.
 - b. Disengage the alarm
 - c. Open the doors to the central meeting room
 - d. Turn on all lights
 - e. If possible, retrieve the handheld interoperable radios, their chargers, extra batteries, lapel mics, and Town Operations equipment kit, located in the Director of Parks & Recreation's office in the Farragut Community Center.
 - f. Return to the Center, plug in/charge all radios
 - g. Turn all radios to "A Farr Main" channel (home button) with appropriate volume
 - h. Connect a computer to the KGIS and D4H webpages
 - i. <https://www.kgis.org/kgismaps/map.htm>
 - ii. <https://link.edgepilot.com/s/5ec61895/Ac6NDu6mHkewsxrjbTg8cA?u=https://operations-center.us.d4h.com/%23/knoxville-knox-co-ema>

Annex D - Facilities, Shelters, and Reception Centers

1. Several Town of Farragut government facilities and American Red Cross designated facilities may be used as shelters or reception centers during an emergency.
2. The Town of Farragut may decide to open its own facilities to serve as shelters or reception centers during an emergency. If town facilities are used, Town of Farragut staff will staff and operate these facilities in close coordination with the American Red Cross (ARC)
3. The following Town of Farragut facilities may be used, if not damaged or in a contaminated area, as shelters:

- a. Farragut Community Center – Gymnasium

Farragut Community Center
239 Jamestowne Blvd
Farragut, TN 37934



- 4. The American Red Cross (ARC) may operate additional shelters in Farragut during an emergency. These facilities will be staffed and operated by the ARC through pre-coordinated agreements and will not require Town of Farragut action.
 5. Shelter openings are broadcast through media outlets by KEMA. When possible, the Town of Farragut Communications Director will echo this information through town media sources.
 6. The American Red Cross Points of Contact are:

Primary:
James Pesterfield
ARC Disaster Program Manager
(865) 407-8293

Alternate:
Jennifer Trussell
ARC External Relations/Government Operations Coordinator
(865) 801-1877

7. If the American Red Cross contact cannot be reached, the Town of Farragut EOC Representative will coordinate shelter-related concerns through the Knox County EOC ESF-6 manager.

Annex E - Communications

1. Objectives of this plan:
 - a. To prepare the Town of Farragut to manage communications to our key audiences in a crisis
 - b. To be able to respond in a unified, compassionate and professional manner
 - c. To manage the distribution of correct and timely information
 - d. To strategically enhance understanding of the value provided by the Town of Farragut
2. A crisis is any event or activity that requires the involvement of other (emergency, county, state or federal) agencies.
3. The following events would likely involve the activation of the Knox County Emergency Operations Center:
 - a. Natural disaster (flood, earthquake, severe weather, extreme temperatures, pandemic, etc)
 - b. Technological disaster (hazardous materials spill/release, mass utility failure, communications failure, radiological event, etc)
 - c. Intentional - Human Caused Disaster (cyber-attack, mass shooting, terrorism, civil disturbance, acts of war, etc)
4. The following events would not likely involve activation of the Knox County Emergency Operations Center but may still require implementation of this plan:
 - a. Criminal investigation of a Town employee/elected official
 - b. Discrimination/sexual harassment accusation of a Town employee/elected official
 - c. Fire at a Town facility
 - d. Theft of Town resources
 - e. Violent act at a Town facility
 - f. Localized Service interruption
 - g. Shutdown of I-40/I-75 that requires detour through Farragut

h. Strike/Protest

Appendix A to Annex E – Incident Response Team

1. In the event of an emergency at a Town of Farragut facility, the first priority is the safety of staff and citizens who are on the premises. If the emergency involves injury, the first response is to request medical treatment by calling 911. Operators may also send fire services and law enforcement based on the circumstances.
2. After the initial emergency has been addressed, the Incident Response Team will meet to discuss next steps. The team includes:
 - a. Town Administrator
 - b. Assistant to the Town Administrator
 - c. Public Works Director
 - d. Finance Director
 - e. Risk Manager
 - f. IT Manager
 - g. Affected department head(s)
 - h. Communications Manager
 - i. Emergency Management Coordinator
3. The Incident Response Team meets to discuss next steps:
 - a. What safety partners should be alerted (KCSO, EOC, etc.)?
 - b. What staff members need to be alerted?
 - c. Contacting Board of Mayor and Aldermen regarding incident
 - d. Do we need to seek outside consultant assistance?
 - e. Should the Town activate the Crisis Communications Team?
4. Safety partners (KCSO, KEMA, TEMA, Rural Metro) should be contacted immediately and public communications will be based on recommendations of safety partners as part of the incident command structure for the event.

- a. Safety partner contact information:

Emergency Dispatch: 9-1-1

Knox County Sheriff's West Precinct Office: (865) 392-1670

Knoxville-Knox County Emergency Dispatch: (865) 215-2444

Rural Metro: (865) 546-9960 (Dispatch)

LCUB: Operations Center (865) 988-0833

KUB: Liaison Officer (865) 558-2895

FUD: (865) 966-9741

Norfolk Southern Railroad Emergency Dispatch: 1-800-453-2530

VOAD: Mary Jane Olhasso (909) 518-9756

ARC: James Pesterfield (865) 407-8293

ARC of East TN: (865) 584-2999
ARC National Hotline: 1-800-733-2767
Animal Control: (865) 215-4444

Appendix B to Annex E – Crisis Communications

1. The Town Administrator, the Assistant to the Town Administrator, the Communications Manager, the Media Assistant, and other impacted department directors are the Crisis Communications Team.
2. The Town Administrator serves as the key spokesperson during a crisis (all quotes, comments, and interviews) but may pass responsibility to the Assistant to the Town Administrator or Communications Manager during an ongoing crisis.
3. The guiding principle of the Crisis Communications Team is to communicate incident facts accurately and quickly, updating information as circumstances change to ensure safety, transparency and continued operations.
4. The Town of Farragut Crisis Communications Policy is:
 - a. Only the Mayor, Town Administrator, and Communications Manager are authorized to release information to the media and to the public. Other staff can help by connecting media and other stakeholders to those authorized on behalf of the Town. All media inquiries should be referred to the Communications Manager.
 - b. If a media organization asks a question that cannot be immediately answered, the Crisis Communications Team will note the question and media representative and get back quickly with a response. “No comment” is not an acceptable response. If the question can’t be answered because of a policy, such as sharing personnel information or an ongoing investigation, let the journalist know.
 - c. Responses should be proactive and action-oriented, whenever possible. Provide guidance on how to stay safe, where to go for help and how to provide help.
 - d. Maintaining effective media relationships is important to bolstering public confidence in the Town of Farragut.

Appendix C to Annex E – Crisis Communications Checklist

These are the steps to managing a crisis.

1. (If an emergency) Ensure safety of staff and residents. Call 911 if necessary.
2. The Incident Response Team meets to discuss next steps:
 - a. What safety partners should be alerted (KCSO, EOC, etc.)?
 - b. What staff members need to be alerted?
 - c. Contacting Board of Mayor and Aldermen regarding incident
 - d. Do we need to seek outside consultant assistance?
 - e. Should the Town activate the Crisis Communications Team?
3. The Crisis Communications Team develops factual, detailed messaging that reflects the status of the crisis, organizational response, and if possible, steps to resolve the situation. Before communicating publicly:
 - a. The Communications Manager assigns duties regarding cooperation with safety partners, media response, web updates, social media and internal communication.
 - b. The team provides a script for those answering TOF phone lines.
 - c. Key audiences are contacted: neighborhoods, school families, Community Center members, Knox County Trustees Office, etc.
4. Reach out to local media (see paragraph 7 below) with messaging that has been cleared by Town Administrator and/or safety partners.
5. After public announcement the team will:
 - a. Evaluate effectiveness of message as situation progresses
 - b. Monitor email and social media and respond as necessary
 - c. Update website as needed
 - d. Determine how to update key audiences with ongoing information
6. After the crisis, the team will:
 - a. Distribute post-crisis communications
 - b. Evaluate crisis communications efforts: discuss lessons learned, messages that worked well, what needs to be updated
7. Local media organizations

Shopper: nancyanderson1116@gmail.com

Farragutpress: editor@farragutpress.com; asloan@farragutpress.com; or
tcheek@farragutpress.com;

KnoxTNToday: news@knoxtntoday.com

Knox News: news@knoxnews.com

Loudon News Herald: news@news-herald.net

Maryville Daily Times: mike.sisco@thedailytimes.com

The Oak Ridger: editor@oakridger.com

WATE: newsroom@wate.com

WBIR: newstips@wbir.com

WVLT: wvlt.news@wvlt-tv.com

Annex F – Inventory of Town Equipment

1. During an emergency event, the Town of Farragut will prioritize efforts supporting emergency response over other efforts. This means that all Town resources can be redirected to the emergency event if directed by the Town Administrator or their designee.
2. Employees should route requests for vehicle or equipment use through their Department Head to the Town Administrator, or their designee, for approval.
3. Town EOC Representatives will coordinate any KEMA/Knox County EOC requests for vehicle or equipment support from the Town of Farragut to the Town Administrator, or their designee, for approval.
4. The following vehicles or equipment are available for emergency use as required:
 - a. General Purpose Vehicles
 - Twenty (20), pick-up trucks
 - 3 with snow plow attachments
 - Eight (8), sport utility vehicles
 - b. Special Purpose Vehicles
 - Two (2), single axle dump trucks/snow plow attachments
 - Two (2), backhoes with clamshell buckets
 - Two (2), utility vehicles
 - Two (2), utility tractors
 - One (1), skid steer loader
 - One (1), bucket truck
 - One (1), 10-ton trailer
 - One (1), street sweeper
 - c. Other Equipment
 - Seven (7), various lawn mowers
 - Four (4), chainsaws
 - One (1), woodchipper
 - One (1), pressure washer
 - One (1), boom arm mower

Annex G – Emergency Management Finance

Appendix A to Annex G – Tracking Reimbursable Expenses

1. **PURPOSE:** To provide detailed instructions for tracking emergency-related reimbursable expenses.
2. **SCOPE:** This procedure applies to all expenses related to emergency response and recovery efforts. Expenses related to mitigation efforts are not covered by this process.
3. Reimbursable emergency protective measures and costs include, but are not limited to:
 - a. Transporting/pre-positioning equipment and other resources for response
 - b. Flood fighting
 - c. EOC-related costs (includes regular and overtime hours, supplies, etc)
 - d. Emergency access (this includes cut and toss of debris)
 - e. Supplies and commodities
 - f. Medical care and transport
 - g. Evacuation and sheltering, including that provided by another State or Tribal government
 - h. Childcare
 - i. Safety inspections
 - j. Animal carcass removal
 - k. Demolition of structures
 - l. Search and rescue to locate survivors, household pets, and service animals requiring assistance
 - m. Firefighting
 - n. Security, such as barricades, fencing, or law enforcement
 - o. Use or lease of temporary generators for facilities that provide essential community services
 - p. Dissemination of information to the public to provide warnings and guidance about health and safety hazards using various strategies, such as flyers, public service announcements, or newspaper campaigns
 - q. Searching to locate and recover human remains
 - r. Storage and interment of unidentified human remains
 - s. Mass mortuary services
4. Town of Farragut staff will use the Expense Tracking Worksheet provided at Attachment 1 to Annex G to track all response and recovery related expenses. This process will be used to track employee hours, equipment/vehicle hours, and items identified at paragraph 3 above.
 - a. Both salaried and hourly employees will complete an Expense Tracking Worksheet at the end of each shift where emergency response or recovery

work is completed in order to document emergency-related hours and turn them into their supervisor or Department Head.

- b. All employees will track emergency-related supply/commodity usage, contracted services, equipment use hours, and work hours for all emergency response and recovery work. The following data must be tracked for each event:
 - i. Time work started/stopped. Indicate if hours are regular or overtime.
 - ii. Specific location of work performed (i.e. address, intersection, GPS coordinates, etc.)
 - iii. Description of work performed. If possible, obtain before and after photographs. If photographs cannot be obtained due to life or safety concerns, take photographs as soon as safe to do so or coordinate through Supervisors and Department Heads for support from the Town Communications Manager.
 - iv. Specific equipment or vehicle used (i.e. vehicle number, equipment make/model)
 - v. Start and stop time for equipment use.
 - vi. Quantity and specific type of commodities/supplies consumed.
 - vii. Keep receipts for any purchases or contracts and submit them with the Expense Tracking Worksheet.
- c. Supervisors will ensure Expense Tracking Worksheets are accomplished before the end of each shift and they will turn worksheets into Department Heads on a daily basis.
- d. Department Heads will turn all Expense Tracking Worksheets into the Finance Director daily.
- e. The Finance Director or Staff Accountant will review all Expense Tracking Worksheets for completeness and work with Department Heads to correct errors or obtain missing information.
- f. The Finance Director will maintain all Expense Tracking Worksheets through reimbursement by federal agencies.

Attachment 1 to Annex G: Expense Tracking Worksheet

EMERGENCY EXPENSE TRACKING WORKSHEET

Employee Name: _____ Date: _____

Department: _____

Emergency Work Start Time: _____ Emergency Work Stop Time: _____

Regular Hours: _____ Overtime Hours: _____

Work Location (address, intersection, GPS coordinates, etc): _____

Description of Work Performed: _____

_____ Photos Available? (circle one) Y / N

Vehicle/Equipment (number, type): _____ Start Time: _____ Stop Time: _____

Vehicle/Equipment (number, type): _____ Start Time: _____ Stop Time: _____

Vehicle/Equipment (number, type): _____ Start Time: _____ Stop Time: _____

Material or Service Purchased (Specific Description, Quantity): _____

Emergency Purchase Order? (circle one) Y / N If yes, number: _____

Foreman/Manager Review: _____ Date: _____

Department Head Review: _____ Date: _____

Attach copy of receipts, photos of worksite, other supporting documentation, and continuation pages. Forward to the Finance Director for review.

Reviewed by Finance Director: _____ Date: _____

Appendix B to Annex G – Emergency Purchases Policy

1. PURPOSE: To provide detailed instructions for performing an emergency purchase.
2. SCOPE: This procedure applies to all purchases recognized as an emergency as defined in the “Emergency Purchases Policy.”
3. To obtain emergency authorization during normal purchasing office hours, immediately contact the Town Administrator, or their designee, and advise:
 - a. The nature of the emergency;
 - b. The estimated cost of the services/good required; and,
 - c. The vendor who will receive the order.
 - d. Even though competition is not required, it is the department’s responsibility to attempt to obtain the goods or services required at competitive prices.
 - e. A written explanation of the emergency shall be prepared using the Emergency Purchase Explanation Form (Attachment 2 to Annex G). Suppliers shall furnish sales tickets, delivery slips, invoices, etc., for the supplies or services rendered. Terms of the transactions, indicating price and other data, shall be shown. Attach all information to the form and forward the entire package to the Accounts Payable Clerk. No invoice will be paid unless the Accounts Payable Clerk has received an acceptable Emergency Purchase Explanation form.
 - f. A sample form for duplicating is located at Attachment 2 to Annex G
4. When an emergency need is identified outside the normal office hours, and immediate action is required to correct a threat to the safety, health or welfare of the public, the ordering department has the authority to procure the goods or services necessary to correct the problem with approval from the Department Head or Town Administrator or their designee.
 - a. Process in the same manner as above (see paragraph 3).
 - b. Only the quantity of goods or services necessary to alleviate the emergency may be purchased under the Purchase Order number.

Attachment 2 to Annex G: Emergency Purchase Explanation Form

EMERGENCY PURCHASE EXPLANATION FORM

Emergency Purchase Order number assigned: PO# _____ on (Date) _____
Purchase Order number assigned by: (Name) _____, (Title) _____

Material or Services Purchased (General Description):

Nature of emergency affecting safety, health or welfare of the public. Be concise but describe the emergency completely:

Vendor: _____
Total Actual Cost of Emergency Purchase: \$ _____
Prepared By: (Name) _____
Department: _____
Date Prepared: _____

Attach receiving report or packing slip and any other supporting documentation and forward to the Town Administrator for review and approval. Once approved forward all documentation to the Accounts Payable Clerk for processing of the payment.

Approved by Town Administrator: _____ Date: _____

Emergency Annexes

Annex H – Continuity of Operations

To the extent possible, the Town will continue to provide service delivery to its residents. Each department will maintain an internal continuity of operations plan to address chain of command contingencies, communications plans, essential services, as well as technology, equipment, and supply needs. Complete Department Continuity of Operations Plans can be located: <M:\Administration Folder\Emergency Operations\Department Continuity Plans>

1. **INFORMATION TECHNOLOGY:** The Town shall maintain secured backups and digital copies of all records in the event if our primary system is inoperable. The Town's IT department utilizes an off-site backup solution that maintains 30 days of encrypted backups. A managed service provider is also under contract to assist with information technology services in the event the IT Manager is impacted by an incident.
2. **ADMINISTRATION:** The Administration department includes the office of the Town Administrator, risk management, and municipal court. Staff are issued laptops and other mobile devices in order to access cloud-based software in order to continue operations in the event that Town Hall is impacted. The Community Center or Public Works facilities may be used as alternate work locations for Town personnel.
3. **COMMUNICATIONS:** The communications department are issued laptops and other mobile devices in order to access cloud-based software, town social media accounts and websites in order to continue operations in the event that Town Hall is impacted. The Community Center or Public Works facilities may be used as alternate work locations for Town personnel.
4. **HUMAN RESOURCES:** The Human Resource Staff maintains all staff-related information in Incode. The Human Resources Director is issued a laptop device in order to access cloud-based software and files in order to maintain operations remotely, or from alternate work locations. The director would seek to maintain all core services through an incident or emergency as they are critical to on-going operations of the Town. The Human Resource Director is also equipped to access payroll and finance programs in the event finance personnel are impacted by the incident.
5. **COMMUNITY DEVELOPMENT:** The Community Development Department maintains an "emergency box" at the Public Works building on Fretz Road. The box includes copies of ordinances, flashlights, batteries, inspection tickets, building permit applications, and other items relevant to inspections and permitting. Staff are issued

laptops and other portable devices which will allow them to continue operations remotely, in the field, or from temporary work stations in the event that Town Hall is impacted. In the event of an emergency, priority would be given to permitting and inspecting repairs to damaged property over new construction.

6. **FINANCE:** The Finance Director and Finance Staff maintain all financial related information in Incode. Because Incode is cloud-based, payroll, and payment process can be maintained from any work location. All staff receive payroll disbursements via direct deposit, so payroll can still be processed to personnel even in the event of impacts to Town Hall. Staff are issued laptops and other mobile devices which enable them to maintain operations remotely or from alternate work locations if Town Hall is impacted. The Finance Staff is also equipped to access human resource programs in the event Human Resource personnel are impacted by the incident.
7. **PARKS & RECREATION:** The Parks and Recreation department will continue to offer all programming according to schedule, if electricity and weather allow. In the event the Community Center is impacted, parks will remain open and operational to the greatest extent possible. Laptops and other mobile devices are issued to the department to allow for registration, check-in, and other park operations to be maintained remotely, in the field, from alternate work locations in the event the Community Center is impacted. Parks & Recreation social media channels may also be utilized to share important information with the public related to the incident response. The Public Works Director is also equipped to assist in the event the Parks and Recreation Director is impacted by the incident.
8. **PUBLIC WORKS:** The Public Works department is issued a cell phone for 9-1-1 dispatch and have staff on-call each week in order to be prepared to respond to fallen trees, road closures, flooding, etc. Additionally, the department's emergency call-back policy is in place to allow for the department to quickly expand the personnel dispatched to respond to an incident, beyond those who were on-call for the given week. A laptop and other mobile devices are issued to the department in order to allow for work orders to be received, managed, and assigned to work teams. The Public works department has limited supplies on-hand to repair and maintain operations of town vehicles in the event that local suppliers are unable to operate. The Park and Recreation Director is also equipped to assist in the event the Public Works Director is impacted by the incident.
9. **TOURISM:** The Tourism department is equipped with laptops and other mobile devices, as well as the Mobile Visitor Center in order to maintain operations remotely, or from alternate work locations, in the event that Town Hall is impacted. Visit Farragut social media accounts and webpage may be used to share important information regarding incident response, including local businesses and hotels that are operational. The Park and Recreation Director is also equipped to assist in the event the Tourism team is impacted by the incident.

10.ENGINEERING: The Engineering department will prioritize maintaining a functional traffic control system, and has staff trained to address outages. A consultant is under contract to assist with repairing and maintaining the system. Staff are issued laptops and other mobile devices to access cloud-based software for inspections and permitting that will allow them to maintain operations in the field or from alternate work locations in the event that Town Hall is impacted. In the event of an emergency, priority would be given to permitting and inspecting damaged properties over new construction.

Annex I - Emergency Support Annex

For ease of communication and coordination with KEMA and outside responding agencies, the town will identify a lead agency for each Emergency Support Function (ESF) listed in the Knoxville-Knox County Emergency Operations Plan. The Town of Farragut may activate the Town Operations Center and lead town agencies will coordinate through Town of Farragut EOC representatives, or directly with listed KEMA Emergency Support Functions, as required. For additional details on incident specific actions and departmental specific actions, refer to Town of Farragut Functional and Departmental Annexes. For all functions not listed in this annex, Town of Farragut actions will be directed through the Town Operations Center.

ESF-1 Transportation

Purpose

The purpose of this Emergency Support Function is to provide for the coordination of local transportation support to emergency responders in the Town of Farragut. In major emergencies, large quantities of personnel, equipment, and supplies will be moving into the affected areas. Town of Farragut will coordinate and maximize the availability of transportation infrastructure to support this movement.

Responsible Agencies

Town of Farragut **Public Works Department**

Support Agencies and Organizations

Town of Farragut Emergency Operations Center Representative, Town of Farragut Town Engineer, Knox County Engineering and Public Works, KEMA, Law Enforcement Agencies with jurisdiction, Tennessee Department of Transportation (TDOT), Other Town of Farragut Offices as Required

Scope

1. Ensuring major routes and alternatives are open and available for use by incoming personnel, equipment and supplies. The maintenance of transportation routes, both ingress and egress for emergency responders and relief workers is a critical task that must be performed.
2. Ensuring traffic control devices are in place and easily understood by emergency responders moving into an area, diverting unauthorized civilian traffic from the disaster areas, and assisting victims who are voluntarily leaving the impacted areas.
3. Coordinating the use of vehicles carrying personnel and/or equipment to ensure maximum efficiency is utilized (i.e., vehicles are fully loaded, etc.), to prevent duplication of efforts and unnecessary trips.
4. Town of Farragut Public Works and Traffic Engineering officials are responsible for reconnaissance of Town maintained surface streets, roads and vital transportation public right of ways. Public Works crews provide information to the KEMA Public Works Emergency Service Coordinators (ESCs) in the EOC concerning the viability of routes within the Town of Farragut during incident responses.

ESF-2 Communications

Purpose

The Communications support function is divided into three sub-functions: public-safety communications, emergency warning, and information technology. Each sub-function serves a distinct purpose. For more detailed information, see the Town of Farragut Communications Plan at Annex E of this plan.

1. Public-safety Communications are intended to provide radio, telecommunications, and information technology (IT) support to emergency response agencies during emergency operations and to coordinate the restoration of private sector communications capabilities and infrastructure.
2. Emergency Warning provides governance for use of the Knox County Emergency Warning System as well as the plan and process for use of the system in disseminating timely emergency warnings to the public as well as government and emergency response officials.
3. Information Technology (IT) departments will lead and coordinate IT support needs and supplement response agencies efforts in support of response operations.

Responsible Agencies

1. Public-safety Communications: Town of Farragut **Public Works Director**
2. Emergency Warning: Town of Farragut **Communications Manager**
3. Information Technology: Town of Farragut **Information Technology Manager**

Support Agencies and Organizations

1. Public-safety Communications: Town of Farragut Information Technology Manager, Town of Farragut EOC Representative, KEMA, All emergency response agencies, Knox County Health Department (KCHD), Middle East Tennessee Emergency Radio Service (METERS)
2. Emergency Warning: Town of Farragut EOC Representative, KEMA, All emergency response agencies, Knox County Health Department (KCHD), Knox County Schools (KCS), Middle East Tennessee Emergency Radio Service (METERS), Regional Medical Communications Center (RMCC)
3. Information Technology: Town of Farragut EOC Representative, KEMA, Town of Farragut GIS Manager

Scope

1. Public-safety Communications: The Town of Farragut will utilize existing radio and telecommunications systems for routine operations and, to the extent possible, for incident response operations. The Town utilizes interoperable handheld radios for

inter-departmental communication and communication with the EOC. These radios and accessories are located in the vault on the 1st floor of Town Hall. The initial operating channel is "A Farr Main". The Town of Farragut is responsible for maintenance and restoration of their agency-owned communications equipment. KEMA will coordinate public safety communications and take action to assure the provision of radio, telecommunications, and data systems support to local emergency response groups. KEMA will also coordinate the restoration of communications capabilities and infrastructure to support recovery efforts and provides telecommunications for victims in affected areas. Restoration of the private telephone network will be jointly coordinated by the private sector telecommunications providers and KEMA with priorities as follows:

- a. Emergency numbers to local police, fire, and EMS providers
 - b. Local EOC to State EOCs and other field sites
 - c. Numbers for local government and essential facilities
 - d. Other numbers
2. **Emergency Warning:** The Knox County Emergency Warning System is utilized in conjunction with Knox County 911 to issue emergency warnings to the public. It is intended for 'Emergency Use Only' and should only be used for disseminating critical, time-sensitive, safety-related information to the public. Those authorized to initiate warnings are supervisors and senior officials in local law enforcement, fire, EMS, emergency management, public health and City/County government departments. If the Town of Farragut determines it is necessary to send information to its residents through the Knox County Emergency Warning System, coordination with KEMA is essential. Additionally, although the Knox County system is wide-reaching, it will not reach all residents. It is important for the Town of Farragut to re-issue the original warning message through other means such as media releases and social media to increase the number of people reached and to provide additional information. Upon determination by the EOC, and to the extent possible, the town will utilize its media outlets to disseminate public information (see Annex E - Communications). In order to maximize the effectiveness of the warning message the following information should be included:
 - a. Source - What agency is issuing the warning?
 - b. Guidance - What should people do?
 - c. Hazard - What is the problem or cause of the emergency?
 - d. Location - Where is the emergency?
 - e. Termination time - When does the message expire?
3. **Information Technology:** This subfunction coordinates actions taken to assure the provision of computer, IT, applications and data systems support to local emergency response organizations. The Town of Farragut IT Manager coordinates the

restoration of internet and related infrastructure to support recovery efforts in municipal facilities. The Town of Farragut will provide for its own IT needs through normal channels during normal operations. During major emergencies and hazardous incident responses, however, the Town IT Manager will lead and coordinate IT support needs with KEMA where possible in order to supplement response agency efforts in support of response operations.

ESF-3 Infrastructure, Public Works, and Engineering

Purpose

The Infrastructure, Public Works, and Engineering support function is divided into four sub-functions: building inspections and condemnation, route clearance and bridge inspection, debris removal, and water/wastewater systems. Each sub-function serves a distinct purpose.

1. Building Inspections and Condemnation function provides support to perform inspections of buildings damaged during emergencies and hazardous incidents.
2. Route Clearance and Bridge Inspection functions allow the Town of Farragut, in coordination with KEMA, to determine which routes are open and prioritize debris removal from roadways. This information is critical for safely guiding the response of emergency personnel into affected areas.
3. Debris Removal function supports debris removal operations in areas affected by emergencies or hazardous incidents.
4. Water/Wastewater Systems function assesses, repairs and restores operable, potable water and sanitary sewer systems in areas affected by emergencies or hazardous incidents. This function is managed by private utilities through coordination with KEMA.

Responsible Agencies

1. Building Inspections and Condemnation: Town of Farragut **Building Official**
2. Route Clearance and Bridge Inspection: Town of Farragut **Public Works Director**
3. Debris Removal: Town of Farragut **Public Works Director**
4. Water/Wastewater Systems: Town of Farragut **Emergency Operations Center Representative**

Support Agencies and Organizations

1. Building Inspections and Condemnation: Town of Farragut Community Development Director, Town of Farragut Public Works Director, Town of Farragut Town Engineer, KEMA, Knox County Health Department (KCHD), Rural Metro Fire Department-Knox County
2. Route Clearance and Bridge Inspection: Town of Farragut Town Engineer, KEMA, Town of Farragut GIS Manager, TDOT, Law enforcement agency with jurisdiction
3. Debris Removal: KEMA, Knox County Health Department (KCHD)
4. Water/Wastewater Systems: Water/Wastewater Utility District with jurisdiction, KEMA, Knox County Health Department (KCHD)

Scope

1. **Building Inspections and Condemnation:** Building inspection and condemnation support includes technical advice and evaluations, engineering services, construction management and inspection, emergency contracting, real estate support and guidance for emergency demolition or stabilization of damaged structures and facilities. The Town of Farragut response will include:
 - a. Receive damage reports from first response agencies, KEMA, 911
 - b. Prioritize and conduct inspections for areas with critical infrastructure and services
 - c. Request mutual aid through KEMA for large scale damage
 - d. Request and coordinate outside technical expertise through KEMA or other Town of Farragut sources

Additional resources may be needed for technical advice about damaged structures, examination of special use structures and applying code requirements to specific structures. Such resources may be requested through the EOC.

2. **Route Clearance and Bridge Inspection:** Provide for the capability of determining route conditions, based on ground and aerial observations, 911/ and media/social media posts for removal of debris from affected town roadways and other routes. The first priority after the onset of any emergency is to determine safe routes of entry to the affected areas for emergency responders to begin rendering aid. Debris on or around bridge structures that may be used to deliver resources, require immediate removal to allow inspection of the structures for determining structural stability and surface cohesiveness. TDOT is responsible for maintaining the state highways and bridges and may aid in road and bridge inspections, upon a request through the EOC if needed. Additional resources may be needed for technical advice about damaged structures, examination of special use structures and applying code requirements to specific structures. Such resources may be requested through the EOC.
3. **Debris Removal:** Debris management and removal is necessary in affected areas to promote recovery and prevent the development of public health issues. Coordination of debris management is the responsibility of Town of Farragut Public Works in collaboration with KEMA and private solid waste departments. When necessary, Town of Farragut ordinances should be waived by town officials in regard to debris removal and disposal. All disposal activities will be conducted with health concerns being the foremost consideration.
4. **Water/Wastewater Systems:** The restoration of potable water supplies and sanitary wastewater capabilities is of prime importance following a major emergency. Private utility companies, in coordination with KEMA, will be responsible for the physical restoration of the local water delivery and sewer systems. Points of

Distribution (PODs) may be used to distribute potable water to residents in affected areas. As required, the Town of Farragut EOC Representative will work through the EOC/KEMA to coordinate these actions in the Town of Farragut.

ESF-4 Firefighting

Purpose

The Firefighting support function provides local resources for detecting, controlling, and/or suppressing structural, wildland, or wildland-urban interface fires during major emergencies. When necessary, the Town of Farragut will coordinate these actions with Rural Metro Fire Department and KEMA.

Responsible Agencies

Town of Farragut **Emergency Operations Center Representative**

Support Agencies and Organizations

Rural Metro Fire Department-Knox County, KEMA

Scope

This support function provides for the management and coordination of firefighting efforts through response and mutual aid. Fire prevention and control operations are handled routinely on a day-to-day basis by Rural Metro Fire Department. Most of the problems they will face during major emergencies simply require an expansion of their normal operations. The Emergency Operations Center will coordinate the local provision of firefighting resources and the provision of mutual aid resources from other jurisdictions into areas affected by major incidents. The simultaneous commitment of resources to two or more major operations may tax even the largest department, especially if the precipitating incident has reduced the department's ability to deploy resources (e.g., through destruction of equipment, blockage of roads/bridges, loss of personnel and/or water sources, etc.). Town of Farragut actions will most likely be associated with efforts to clear and maintain routes of travel for emergency resources.

ESF-5 Planning and Information

Purpose

The Planning and Information function is divided into three sub-functions: action planning, public information, and damage assessment. Each sub-function serves a distinct purpose.

1. Action Planning is a vital tool to ensure that the efforts of all response agencies are coordinated and synchronized and that operations are conducted in support of incident objectives. This action will be led by the responding agency with incident command, usually fire department or law enforcement.
2. Public Information function outlines public information procedures to be used during and immediately after major emergencies.
3. Damage Assessment supports KEMA processes to establish a framework and guidelines for reporting damage assessment information to the EOC during response operations. The Town of Farragut will provide reporting via the KEMA established process.

Responsible Agencies

1. Action Planning: Town of Farragut **Town Administrator or Designee**
2. Public Information: Town of Farragut **Mayor or Town Administrator or Designee**
3. Damage Assessment: Town of Farragut **Public Works Director or Building Official**

Support Agencies and Organizations

1. Action Planning: Agency with Incident Command responsibility, KEMA
2. Public Information: Town of Farragut Communications Manager, Town of Farragut Emergency Operations Center Representative, KEMA
3. Damage Assessment: Town of Farragut EOC Representative, Town of Farragut Public Works Director, Town of Farragut Parks and Recreation Director, Town of Farragut Town Engineer, KEMA, All Utility Districts, American Red Cross, All emergency response agencies

Scope

1. Action Planning: Addresses development of the Incident Action Plan and EOC Action Plan, which is incident specific and takes place at the time of the incident or in anticipation of an imminent incident. It does not address pre-planning, planning in advance of emergencies, or agency-specific preparedness efforts. Usually, in situations where the emergency management plan is activated, the Town of Farragut will not be a part of incident action plan development or implementation unless no other agencies are responding to the incident. In those situations, the Town Administrator or their designee will direct response actions.

2. **Public Information:** This subfunction addresses information put out to the public by emergency response agencies and chief elected officials. This does not include emergency warning notifications which are addressed in ESF-2. On small-scale incidents, the Town of Farragut may disseminate public information individually or jointly. For major incidents the Town of Farragut Mayor and their counterparts in Knoxville and Knox County may take a leading role in coordinating public information efforts. In these cases, close coordination between Town of Farragut Communications Manager and Public Information Officers in each jurisdiction is essential for synchronized messaging. During incidents where a Joint Information Center (JIC) is established and State and/or Federal agencies are involved, the State/Federal agencies will be invited and encouraged to collaborate and participate in one, single, unified JIC. The Town of Farragut Communications Manager will closely coordinate with the JIC.
3. **Damage Assessment:** While KEMA will lead and coordinate damage assessment operations, the Town of Farragut is expected to conduct damage assessments of their own facilities and assets and forward that information to the EOC. KEMA will determine specific damage criteria for damage assessments from TEMA, FEMA, and/or Small Business Administration and conduct just-in-time training for agencies prior to ending out damage assessment teams. Damage assessment teams will initially consist of emergency responders and Town of Farragut employees. Volunteers may be used if additional personnel are needed. During major emergencies, the Town of Farragut may request assistance through KEMA. Damage assessment occurs in three phases:
 - a. **Windshield Damage Assessment Survey:** An initial estimate of damaged structures
 - b. **Initial Preliminary Damage Assessment:** A more detailed assessment to determine the number of damaged buildings and infrastructure as well as estimated dollar values to determine if there is enough damage to meet FEMA federal disaster declaration thresholds
 - c. **Joint Preliminary Damage Assessment:** After the request for a federal disaster declaration, a Joint PDA will be conducted with local emergency management, state emergency management, FEMA and Small Business Administration to verify the Initial PDA and verify that federal disaster declaration thresholds have been met.

ESF-6 Human Services

Purpose

The Human Services function is divided into three sub-functions: sheltering operations, reception center operations, and points of distribution operations. Each sub-function serves a distinct purpose.

1. Sheltering Operations identifies the responsibilities of the housing, feeding and care of individuals during and immediately after major incidents within the Town of Farragut. These efforts will be guided by KEMA and the American Red Cross. Town of Farragut facilities or staff may be utilized in support of sheltering operations. See Annex D of this plan for additional information.
2. Reception Center Operations establish a Reception Center, which is a safe location for residents to go when they cannot return to their homes. A Reception Center provides the public: general information, registration, assistance in contacting others, access to assistance from applicable state and local agencies, identification of others in need of shelter, and hazardous materials monitoring and decontamination.
3. Points of Distribution Operations describes the selection of locations, assignment of response organizations, and the operations of points of distribution (POD) under emergency conditions. PODs are centralized locations for public pick up of essential commodities that causes disruptions in supply chains or the ability of the community to access essential, life-sustaining supplies.

Responsible Agencies

1. Sheltering Operations: Town of Farragut **Parks and Recreation Director**
2. Reception Operations: Town of Farragut **Parks and Recreation Director**
3. Points of Distribution Operations: Town of Farragut **EOC Representative**

Support Agencies and Organizations

1. Sheltering Operations: American Red Cross, Town of Farragut EOC Representative, Knox County Health Department (KCHD), Knox County Schools (KCS), Law enforcement agency with jurisdiction, Middle East Tennessee Emergency Radio Service (METERS), Voluntary Organizations Active in Disaster (VOAD), Disaster Animal Response Team (DART)
2. Reception Operations: American Red Cross (ARC), Disaster Animal Response Team (DART), Facility Manager (Knox County Schools or other facility), Fire department with jurisdiction, Knox County Health Department (KCHD), Law enforcement agency with jurisdiction
3. Points of Distribution Operations: Town of Farragut Parks and Recreation Department, KEMA, American Red Cross (ARC), Knox County Health Department

(KCHD), Law enforcement agency with jurisdiction

Scope

1. **Sheltering Operations:** American Red Cross (ARC) operations are governed by the ARC Board of Governor's Disaster Services Policy Statements and current ARC regulations. ARC will select the best shelter from their database of businesses, churches and schools in coordination with the Knoxville-Knox County Emergency Management Agency (KEMA). ARC will provide management of shelters. KEMA and the Knox County Health Department work closely with the ARC in all shelter and mass care activities during response/recovery operations. The ARC has memorandums of agreement with local businesses, churches, and schools to use their facilities for sheltering Knox County citizens. Sheltering and mass care operations will begin immediately after the incident occurs, or earlier if possible. If Town of Farragut facilities are requested as an ARC shelter, the most likely scenario will be activation as a Partner Shelter equipped by the ARC and managed jointly by the Town and ARC for up to seven days. ARC's list of possible shelters within the Town of Farragut can be found at Annex D of this plan.
2. **Reception Operations:** Local government is responsible for the opening, preparation, and management of reception centers. KEMA will coordinate this task within Knox County and the Town of Farragut will coordinate through the town's EOC Representative. The local jurisdiction will deploy staff to reception centers according to the jurisdiction's procedures. The Reception Center is managed and operated by local government with support from the American Red Cross (ARC). KEMA will implement a Unified Incident Command System to ensure that the local agencies effectively coordinate with the ARC and other support agencies to support reception centers. A Reception Center may be necessary for Incidents such as evacuation or shelter-in-place of sectors within the Department of Energy (M) Emergency Planning Zone or evacuations due to hazardous materials incidents.
3. **Points of Distribution (POD) Operations:** The primary responsibility for activation of POD operations is the Knoxville-Knox County EOC, however this does not limit non-governmental organizations such as the American Red Cross or other Voluntary Organizations Active in Disaster (VOAD) organizations from independently distributing supplies or standing up their own POD for providing relief. This function promotes cooperation and mutual support among the different levels of government and organizations that provide and support the distribution of emergency supplies to the jurisdictions in need. KEMA will direct POD coordination but the Town of Farragut may independently work with volunteer organizations or the American Red Cross. In these cases, the Town of Farragut should establish coordination with the EOC.

ESF-7 Logistics

Purpose

The Logistics support function provides coordinated support to acquire and deploy the supplies, equipment, commodities and resources needed to support Town of Farragut response efforts. This includes: locating and procuring resources, tracking and accounting for resources, mobilizing, activating, dispatching, and delivering resources, staging, warehousing and storing resources, and consolidating and submitting costs and expenditures to through KEMA as part of the Public Assistance process. This function is not intended to manage donated goods or donated/volunteer services. Those tasks are managed under ESF-14.

Responsible Agencies

Town of Farragut **Finance Director**

Support Agencies and Organizations

Town of Farragut Public Works Director, Town of Farragut Town Engineer, Town of Farragut Parks and Recreation Director, KEMA

Scope

This support function provides for and accounts for the resources and commodities necessary to support response efforts. In accordance with the Knoxville-Knox County Emergency Operations Plan, the Town of Farragut will utilize its own resources and its own processes and procedures for acquiring resources to the greatest extent possible prior to requesting resources from outside sources or vendors. Mutual aid assistance that cannot be met locally will be requested from KEMA or from the Tennessee Emergency Management Agency (through KEMA). The Town of Farragut Finance team will lead this effort with close support from the Public Works and Parks and Recreation Departments. Additionally, the Finance Department will closely coordinate with all departments to track costs for potential reimbursement in the event of a FEMA Public Assistance disaster declaration.

ESF-8 Health and Medical Services

Purpose

The Health and Medical Services function is divided into seven sub-functions: Emergency Medical Services, Public Health, Crisis Intervention Support for Responders, Mass Casualty, Patient Tracking and Family Reunification, Severe Weather, and Excessive Heat Response. Each sub-function serves a distinct purpose. Unless otherwise noted below, these functions are managed by Knox County Health Department (KCHD). The Town of Farragut may implement local actions or assist as indicated.

1. Emergency Medical Services provides guidance, prioritization, and coordination of resources involved in the triage, treatment, and medical evacuation of victims of emergencies/incidents within the county and its municipalities.
2. Public Health provides adequate public health services in an impacted area to ensure that public health is not compromised.
3. Crisis Intervention Support for Responders provides psychological support and counseling to local emergency personnel to assist them in coping with the situation and conditions they encounter during response operations through critical incident stress management.
4. Mass Casualty identifies health and medical care needs following natural disasters or catastrophic emergencies that cause mass casualties.
5. Patient Tracking and Family Reunification provides guidance, and coordination of resources involved in patient tracking and family reunification following a mass casualty incident (MCI) or large-scale disease outbreak.
6. Severe Weather subfunction provides guidance and coordination for the provision of emergency medical services during weather emergencies in which normal operations are suspended and/or modified to meet demands made on ambulance services to respond, treat, and transport in a timely manner.
7. Excessive Heat Response establishes procedures to coordinate the response of local government agencies, public utilities and nonprofit agencies to excessive heat events (EHEs) in Knoxville and Knox County.

Responsible Agencies

The Town of Farragut **EOC Representative** is the town's lead agent for all ESF-8 subfunctions.

Support Agencies and Organizations

1. Emergency Medical Services: Knox County Health Department (KCHD), KEMA
2. Public Health: Town of Farragut Public Works Director, Town of Farragut Communications Manager, Knox County Health Department (KCHD), KEMA, All Water / Wastewater Utility Districts
3. Crisis Intervention Support for Responders: Town of Farragut Human Resource Director, KEMA, American Red Cross (ARC)
4. Mass Casualty: Knox County Health Department (KCHD), KEMA, Knox County Sheriff's Office (KCSO), Rural Metro Fire, American Medical Response, EMS
5. Patient Tracking and Family Reunification: Town of Farragut Parks and Recreation Director, Knox County Health Department (KCHD), KEMA, Knox County Sheriff's Office (KCSO), Rural Metro Fire, American Medical Response EMS, American Red Cross (ARC), local hospitals
6. Severe Weather: Town of Farragut Public Works Director, Town of Farragut Communications Manager, Knox County Health Department (KCHD), KEMA, American Medical Response EMS, Rural Metro Fire, Knox County Sheriff's Office (KCSO)
7. Excessive Heat Response: Town of Farragut Parks and Recreation Director, Town of Farragut Communications Manager, Knoxville-Knox County Community Action Committee, KEMA, American Red Cross (ARC)

Scope

1. Emergency Medical Services (EMS): Following a major emergency or hazardous response, local EMS systems will respond to the needs of the community with respect to the care of injured victims. When the incident extends to a point that local EMS services are unable to provide adequate coverage, regional assistance from mutual aid EMS providers will be requested. Regional coordination of the EMS mutual aid networks and hospital bed availability is accomplished by KEMA through the Regional Medical Communications Center (RMCC), for the East Tennessee Region. The Town of Farragut will work through the EOC for assistance.
2. Public Health: Unchecked accumulation of debris, the consumption of contaminated food or water, and the inadequate disposal of sewage will result in public health problems if not abated early in the emergency cycle. Town of Farragut Public Works will work with KEMA to prioritize debris removal when appropriate (see ESF-3). Public health providers will also issue public education materials before, during, and after the impact of an emergency within the county. The Town of Farragut Communications Manager may be tasked to help spread official education materials.
3. Crisis Intervention Support for Responders: All personnel who perform emergency-oriented missions during incident response should have access to counseling services and stress management tools to assist them in dealing with their reactions to the situations they encounter. An effective crisis intervention program for

emergency responders allows them the opportunity deal with reactions of both the individual and group to the devastation they have witnessed. The Town of Farragut will work through the EOC for assistance.

4. Mass Casualty: Response to a mass casualty incident will include the following functions in the scope of health and medical services during a mass casualty event: assess nature and location of casualties, triage and evacuation of casualties, mobilization of health and medical services, and preparation to receive casualties. The Town of Farragut will work with KCHD and KEMA, through the EOC, when a mass casualty event occurs in the town.
5. Patient Tracking and Family Reunification: This subfunction involves tracking victims and reuniting families during and following a mass casualty event or disease outbreak involving all agencies that may have access to relevant information needed to track victims and ensure that they can be reunified with their family members. As required, the Town of Farragut Parks and Recreation Director will work with the American Red Cross concerning any shelters established in the Town. The Town of Farragut will work through the EOC for assistance.
6. Severe Weather: The Knox County Health Department Director, or his/her designee, will institute the Severe Weather Plan (SWP) in consultation with KEMA, and Mayors of Knox County, Knoxville, and Farragut. A City/County emergency declaration will be needed to initiate a military request from the Governor, if severe weather extends and exceeds local emergency response resources. Considerations to institute the SWP will be weather conditions whereupon streets and overpasses become impassable due to freezing, or other conditions, with numerous reported auto accidents, and injuries consistent with this type of weather. KCHD Triage Response Teams will be established to respond to emergency calls and initiate early triage intervention, to ensure an ambulance is needed. Emergency agencies will use orange/yellow tags, or tape, to identify vehicles that have been checked and "cleared". The Town of Farragut is not tasked to provide Triage Response Teams via the Knoxville-Knox County Emergency Operations Plan. However, if Town of Farragut crews find/clear disabled vehicles during a severe weather event, every effort will be made to identify the vehicle in accordance with the Knoxville-Knox County Emergency Operations Plan. The Town of Farragut EOC representative will coordinate any related actions through the EOC. Additionally, the Town of Farragut Communications Manager will assist with the dissemination of official information to the public.
7. Excessive Heat Response: This subfunction addresses the education, communication, coordination and response needed to protect the vulnerable populations most at risk during excessive heat events. The National Weather Service (NWS) will issue Excessive Heat Outlooks, Excessive Heat Watches, Heat Advisories,

and Excessive Heat Warnings as appropriate. KEMA will relay heat-related products from the National Weather Service to local partners. Cooling centers may need to be opened at locations such as senior centers, community centers, libraries, etc., and hours of operation may need to be extended during EHEs. Information may be disseminated through the media about cooling center locations. If required, the Town of Farragut Parks and Recreation Director will work with Knoxville-Knox County Community Action Committee and KEMA to operate a cooling center in the Community Center. Additionally, the Town of Farragut Communications Manager will assist with the dissemination of official information to the public.

ESF-9 Search and Rescue

Purpose

The Search and Rescue function is divided into two sub-functions: search and rescue. Each sub-function serves a distinct purpose.

1. Search provides coordinated support among local government search and rescue efforts using qualified teams, specialized equipment, and coordinated response. The Town of Farragut does not provide resources to conduct search operations.
2. Rescue provides coordination of rescue activities. The Town of Farragut and its employees do not participate in rescue operations.

Responsible Agencies

1. Search: Town of Farragut **EOC Representative**
2. Rescue: Town of Farragut **EOC Representative**

Support Agencies and Organizations

1. Search: Knox County Sheriff's Office (KCSO), Knox County Rescue (KCR), KEMA, Civil Air Patrol, Town of Farragut Public Works
2. Rescue: Rural Metro Fire Department, American Medical Response EMS, Knox County Sheriff's Office (KCSO), Knox County Rescue (KCR), KEMA, Civil Air Patrol, Town of Farragut Public Works

Scope

1. Search: This subfunction pertains to local searches for lost or missing persons in the following situations: urban, wilderness, downed aircraft and escaped prisoners/detainees. Local law enforcement agencies will utilize their training and resources in the attempt to locate lost or missing persons based on the various circumstances known about their disappearances. The Town of Farragut support will be coordinated through the EOC.
2. Rescue: Includes the following activities: Rescues following earthquakes and/or building collapses, Above and below surfaces for rescues for lost/missing/trapped persons, rescue of persons trapped as a result of air, vehicle or rail accidents, and water rescue. Rural Metro Fire Department will utilize their training resources to attempt rescue operations. Rescues that require the use of aircraft or specialty equipment that Rural Metro does not have access to or those situations where specialized technical rescue capabilities are required will be coordinated through the EOC and mutual aid agreements. Any required Town of Farragut support will be coordinated through the EOC.

ESF-10 Environmental Response

Purpose

The Environmental Response support function provides coordinated support in responding to actual or potential releases of hazardous materials (including chemical, biological, radiological, nuclear and explosives).

Lead Agency

Town of Farragut **EOC Representative**

Support Agencies and Organizations

Town of Farragut Town Engineer, Town of Farragut Public Works Director, Rural Metro Fire Department, American Medical Response EMS, Knox County Sheriff's Office (KCSO), KEMA, Norfolk Southern Railroad

Scope

The response to hazardous materials may include: hazardous material release from transportation accidents to include highway, air, rail, etc., release from damaged pipelines, release from a fixed facility, chemical storage, nuclear facility, etc., intentional release from a terrorist attack or other criminal act, or release as a result of natural disaster, to include earthquake, flooding, etc. In most cases, the response to hazardous materials incidents is handled by facility staff and cleanup contractors (for fixed facilities), or the local fire department (for transportation accidents). Occasionally, an incident will necessitate a response by a more specialized hazardous materials team. Preparedness for an offsite release from the U.S. Department of Energy (DOE) Oak Ridge facilities will be handled as specified in the DOE Multi-Jurisdictional Emergency Response Plan developed by TEMA through agreements with DOE and Knox County. Any required Town of Farragut support during response will be coordinated through the EOC. Town of Farragut departments may be required to coordinate with responsible agencies to ensure cleanup actions are complete.

ESF-11 Food and Water

Purpose

The Food and Water support function provides a coordinated effort to identify food needs, locating and obtaining food supplies and bottled water, and delivering the items into affected areas. This effort can be done in conjunction with ESF-7: Logistics operations. Additionally, ESF-11 can provide support in inspecting and sampling agricultural sites, food processing centers and food distribution centers to ensure food is safe for consumption following a major emergency.

Lead Agency

Town of Farragut **EOC Representative**

Support Agencies and Organizations

Town of Farragut Town Engineer, Town of Farragut Public Works Director, Knox County Health Department (KCHD), American Red Cross (ARC), Knox County Schools (KCS), KEMA

Scope

The primary focus of this subfunction is obtaining, inspecting, and transporting food and water to staging areas and affected areas. In many emergencies (i.e., tornadoes, fires, etc.) the local volunteer organizations can adequately distribute food and water to victims, either in shelters or in the field. The American Red Cross can obtain large quantities of food in most cases. Larger incidents, however, may generate massive numbers of victims, and the local ability to feed these people, as well as the emergency response personnel in the area, will be taxed. The "delivery" of food to victims, persons in shelters, etc., is not the same as mass feeding and refers to the actual movement of food (carried out by ESF 7) to places where feeding activities occur. In most cases, mass feeding operations is taken over by ESF-6 once food and water are delivered. Any required Town of Farragut support to obtain, inspect, and transport food and water to staging areas will be coordinated through the EOC.

ESF-12 Energy

Purpose

The Energy support function is divided into three sub-functions: electricity, fuel, and natural gas. Each sub-function serves a distinct purpose.

1. Electricity subfunction provides coordination of power restoration and repair of the electrical distribution system during widespread power outages and emergencies. TVA serves as the power generator for the region. KUB and LCUB serve as the power distributors.
2. Fuel subfunction provides for the coordination of fuel distribution during major incidents/emergencies.
3. Natural Gas subfunction coordinates the assessment, repair, and restoration of natural gas infrastructure following incidents such as large-scale releases, supply shortages, over-pressurization, widespread outages, and other incidents.

Responsible Agencies

1. Electricity: Town of Farragut **EOC Representative**
2. Fuel: Town of Farragut **Public Works Director**
3. Natural Gas: Town of Farragut **EOC Representative**

Support Agencies and Organizations

1. Electricity: Lenoir City Utilities Board (LCUB), KEMA
2. Fuel: Town of Farragut EOC Representative, Town of Farragut Finance Director, KEMA
3. Natural Gas: Knoxville Utilities Board (KUB), KEMA

Scope

1. Electricity: The local electrical utility district will do damage assessment and coordinate electrical restoration efforts with contractors and the Tennessee Valley Authority (TVA). The electrical utility district will advise the EOC on restoration efforts and timelines. Upon consultation with the Town Administrator (or their designee), the Town of Farragut EOC representative will provide input through the Knox County EOC concerning prioritization of restoration efforts within the Town of Farragut.
2. Fuel: The Town of Farragut primarily relies on commercial fuel stations to operate town vehicles and purchase other petroleum resources. Public Works maintains a limited supply of red diesel for machinery use. All department heads must monitor fuel consumption for both vehicles and machinery to assure continued access for vital community services. The Town of Farragut Public Works Director will

coordinate through the town EOC representative to establish situational awareness of local fuel sources and/or disruptions within the region and seek alternate fuel sources if local fuel stations are out of service. If required, the Town of Farragut Finance Director will coordinate funds for contracted sources of fuel.

3. Natural Gas: Natural gas utility providers will assess damage to their distribution infrastructure and coordinate with natural gas suppliers to restore service as quickly as possible. Upon consultation with the Town Administrator (or their designee), the Town of Farragut EOC representative will provide input through the Knox County EOC concerning prioritization of restoration efforts within the Town of Farragut. The Town of Farragut should plan for the possibility of long-term outages following a major incident.

ESF-13 Law Enforcement

Purpose

The Law Enforcement support function is divided into four sub-functions: Traffic Control, Security and Law Enforcement, Institutions and Jails, and Evacuation and Protective Actions. The Town of Farragut will rely on the Knox County Sheriff's Office to conduct law enforcement functions in Farragut.

1. Traffic Control subfunction provides for the orderly flow of traffic in and around areas affected by emergencies through a coordinated effort among local and state agencies. Traffic control activities include preventing pedestrians from entering the affected areas, allowing emergency personnel to respond safely, and closing roadways or redirecting traffic by posting signs, personnel and other traffic control devices.
2. Security and Law Enforcement subfunction provides security for people and areas affected by emergencies as well as the emergency personnel working in these areas. Safety and security must be provided for emergency responders and supporting organizations when they are working in affected areas. Additionally, security must be maintained for critical infrastructure and essential facilities such as public shelters, communications systems, etc.
3. Institutions and Jails subfunction provides for the operation of local jails and detention facilities during major emergencies.
4. Evacuation and Protective subfunction provides for the law enforcement implementation of protective actions, including evacuations, shelter-in-place actions, and cordons/roadblocks due to emergencies and incidents in Knox County.

Responsible Agencies

1. Traffic Control: Town of Farragut **EOC Representative**
2. Security and Law Enforcement: Town of Farragut **EOC Representative**
3. Institutions and Jails: Town of Farragut **EOC Representative**
4. Evacuation and Protective: Town of Farragut **Town Administrator**

Support Agencies and Organizations

1. Traffic Control: Town of Farragut Public Works Director, Town of Farragut Town Engineer, Knox County Sheriff's Office, Tennessee Highway Patrol, TDOT, KEMA
2. Security and Law Enforcement: Knox County Sheriff's Office, KEMA
3. Institutions and Jails: Knox County Sheriff's Office, KEMA
4. Evacuation and Protective: Town of Farragut Mayor, All Town of Farragut Department Heads, Town of Farragut EOC Representative, Knox County Sheriff's Office, KEMA

Scope

1. **Traffic Control:** In major incident responses, traffic control operations by local and state law enforcement agencies are typically an extension of their routine activities, though it may be necessary to increase officers, depending on the type of emergency and the extent of damages. Knox County law enforcement officers will attempt to handle traffic control duties in the Town of Farragut, however they may need to request assistance/equipment from the Tennessee Highway Patrol/Tennessee Department of Transportation. Additional or specialized assistance may be requested from the state if available. The Town of Farragut EOC Representative will coordinate any concerns, including requests for traffic signal devices and road signs, with KEMA.
2. **Security and Law Enforcement:** It is necessary to provide security for people and property in the aftermath of a natural disaster or man-made incident. Most law enforcement actions following a such an event will be an extension of the normal, day-to-day activities performed by the respective agencies involved, with the potential exceptions of additional patrols needed in affected areas and additional problems related to the stress and mental health concerns of survivors. The Town of Farragut EOC representative will coordinate local security and law enforcement concerns with the Knox County EOC.
3. **Institutions and Jails:** Persons housed in local jails and detention facilities are not able to take protective actions on their own, therefore, Sheriff's Office officials will take all measures appropriate and necessary to protect prisoners in their custody. There are no jails or detention facilities in Farragut. The Town EOC representative will coordinate any jail or detention center concerns with the Knox County EOC.
4. **Evacuations and Protective Actions:** Written into Tennessee law, the Mayor of Farragut is granted the legal authority to make and direct protective action decisions for the public, such as evacuation and shelter-in-place actions. Per T.C.A. § 58-8-104(f) "if a mayor or the executive of a municipality or metropolitan government declares a local state of emergency in accordance with subsection (a), the mayor or the executive of the municipality or metropolitan government may, In the interest of public health, safety, and welfare, issue orders to direct and compel the evacuation of the entire incorporated area of the municipality or metropolitan government, or any portion thereof." Additionally, state law authorizes certain fire officials, law enforcement officers, and others to implement evacuations under certain circumstances. The state has responsibility for ordering evacuations associated with: Nuclear power plant accidents, the threat of attack or terrorist act, or dam failures. The Town of Farragut will be expected to assist and carry out evacuations ordered by the state. Such actions will likely exceed the town's resources and capabilities. Consequently, close coordination between KEMA and the Town of Farragut will be essential.

ESF-14 Donations and Volunteers

Purpose

The Donations and Volunteers function is divided into two sub-functions: donations and volunteers. Each sub-function serves a distinct purpose and will primarily be coordinated by volunteer/service organizations. The Town of Farragut may serve as host to donation and volunteer events/locations.

1. Donations subfunction establishes protocols for the orderly handling of donated goods by persons/organizations from outside the impact area.
2. Volunteers subfunction provides a mechanism for coordinating the deployment of personnel/organizations offering services on a voluntary basis to areas of the county affected by the incident/emergency, including management for volunteer groups from the public and private sectors, and from in county and out-of-county sources. However, this subfunction does not manage volunteers directly supervised by the American Red Cross, the Salvation Army, or state/federal response mechanisms. Nor does ESF-14 manage individual volunteers who self-deployed independent of a volunteer organization.

Responsible Agencies

1. Donations: Town of Farragut **EOC Representative**
2. Volunteers: Town of Farragut **EOC Representative**

Support Agencies and Organizations

1. Donations: Town of Farragut Finance Director, Town of Farragut Communications Manager, Voluntary Organizations Active in Disaster (VOAD), American Red Cross (ARC), Volunteer East Tennessee, KEMA
2. Volunteers: Town of Farragut Communications Manager, VOAD, ARC, Volunteer East Tennessee, KEMA

Scope

1. Donations: During smaller incidents (e.g., a localized tornado), a relatively small amount of donated materials may find its way into the town. Generally, local relief organizations should be able to manage this flow. For regional emergencies, Voluntary Organizations Active in Disaster (VOAD) will take primary responsibility for managing the influx of donations. Monetary donations given to individual organizations such as the American Red Cross and VOAD will be encouraged. The Town of Farragut Finance Director may be required to implement policies/procedures to manage cash donations given to the town. The Town of Farragut Communications Manager may be required to aid in the dissemination of

information/media releases to Farragut residents. The Knox County ESF-14 Manager will coordinate the use of warehouse space in several communities across the county for use as potential Donations Management Centers. The Town of Farragut EOC Representative will coordinate these efforts as required.

2. Volunteers: In smaller incidents (i.e., tornadoes, small floods, etc.) small groups of volunteers (usually private citizens) will often aid victims in affected areas and will be managed by the local VOAD. In major or catastrophic incidents, many individuals and groups (organized and unorganized) may volunteer their services on a very large scale. Coordination for major or catastrophic incidents will be coordinated by Volunteer East Tennessee. In many cases, the volunteer groups provide services that are either in short supply or unavailable in the affected areas and may therefore be of use. The Knox County ESF-14 Manager will collect information about these groups/individuals and pass the information along to the appropriate ESF for consideration. The Town of Farragut Communications Manager will receive and disseminate information concerning volunteers operating in Farragut. Additionally, all Town of Farragut Departments will coordinate other volunteer organization concerns to the Knox County EOC via the town's EOC representative. A list of VOAD is contained in the Knoxville-Knox County Emergency Operations Plan on page 171.

ESF-15 Recovery

Purpose

The Recovery function provides local coordination of State and Federal recovery support to survivors, local government, utilities and other entities eligible for FEMA's Individual Assistance and Public Assistance.

Lead Agency

Town of Farragut **Town Administrator**

Support Agencies and Organizations

Town of Farragut EOC Representative, All Town of Farragut Department Heads, American Red Cross (ARC), Utilities districts with jurisdiction, KEMA

Scope

The primary focus of this function addresses the application for disaster relief and reimbursement through State and Federal programs such as FEMA's Individual Assistance and Public Assistance. Knoxville-Knox County Emergency Management Agency (KEMA) will, with the approval and support of the Mayors of Knox County, Knoxville, and Farragut, work with the Tennessee Emergency Management Agency to determine eligibility for and then request a Presidential disaster declaration. KEMA will coordinate with the Town of Farragut Finance Director and local utility districts to tally public sector disaster-related costs in pursuit of FEMA Public Assistance reimbursement. Additionally, KEMA will lead damage assessment efforts to document the numbers of homes and businesses damaged in pursuit of FEMA Individual Assistance grants and/or Small Business Administration low interest loans. Town of Farragut officials will work to maximize the reimbursement of local disaster-related costs and maximize the availability of assistance to survivors to support community recovery. It is important to remember recovery may extend years beyond the period established for federal assistance or Stafford Act grant periods.

ESF-16 Animal Care and Housing

Purpose

The Animal Care and Housing function provides coordination with government agencies, veterinary medical personnel, volunteer organizations, and animal interest groups to provide animals affected by major emergencies/incidents with temporary confinement, housing, food and water, emergency medical care, identification, and tracking for return to owners and proper disposition of unclaimed or deceased animals as necessary.

Lead Agency

Town of Farragut **EOC Representative**

Support Agencies and Organizations

Town of Farragut Communications Manager, Knox County Sheriff's Office – Animal Control, Knox County Disaster Animal Response Team (DART), Knox County Health Department (KCHD), American Red Cross (ARC), Volunteer Organizations Active in Disasters (VOAD), Young-Williams Animal Center, KEMA

Scope

This function addresses animal care, water, food, and medical care considerations for both animals housed in shelters and those left in place following an incident. It also considers the rescue, confinement and identification of lost, strayed, or otherwise displaced animals. Additionally, these functions address public health concerns related to injured and deceased animals. In the interest of public health and safety, efforts will be made to identify and attempt to meet the care and emergency needs of animals following emergencies/incidents. Human needs are the top priority in emergency response; however, efforts will be made to meet animal needs, which can be an integral aspect of human health and safety. Of note, in compliance with American Red Cross regulations, only service animals as defined by Title II and Title III of the Americans with Disabilities Act will be allowed in shelters. For large incidents, the KEMA will activate DART to provide a liaison in the EOC. The Town of Farragut EOC representative will coordinate with the KEMA DART liaison concerning the need for emergency animal sheltering within the town. Livestock issues will be coordinated with the Tennessee Department of Agriculture through the EOC.

Annex J – Contingency Response Checklists

*This annex will be maintained as an internal document.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director, and Darryl Smith, Town Engineer

SUBJECT: Request for approval for utility easements in Founders Park associated with the Turkey Creek B-Line Sewer Replacement Project (First Utility District, Applicant)

INTRODUCTION AND BACKGROUND: This agenda item involves a request for approval of temporary and permanent utility easements in portions of Founders Park associated with a major sanitary sewer line upgrade that will soon be initiated by First Utility District (FUD) along portions of Turkey Creek and the North Fork of Turkey Creek from Turkey Creek Road to the Interstate. The project is expected to take two years (see letter from Edwin Deyton to Mark Shipley) and will begin at Turkey Creek Road and proceed north. Activity within Founders Park will likely not occur until 2025 and, as outlined in the letter from Edwin Deyton that is included in the packet, FUD has committed to complete work within Founders Park between January 2 through September 15 to avoid conflicts with the Town's Light the Park Program.

As noted in the letter from Edwin Deyton to David Smoak and shown on the easement exhibits included in the packet, a temporary construction easement is requested in the southern parking lot at Founders Park to allow for staging sewer construction that will occur within Founders Park. Following construction, FUD will mill the affected area and resurface the southern parking lot in coordination with the Town's Engineering Department.

RECOMMENDATION: At the Planning Commission meeting on February 15, 2024, the Commission approved the overall project subject to the following conditions:

1. Please sign and seal all sheets.
2. Please upload all TDEC approved documents for this project into MGO.
3. Prior to initiating work in each section, a right of way permit and pre-construction meeting with the Town staff will be required. Some locations may require tree protection fencing in addition to silt fencing and these will both need to be inspected and approved by Town staff.
4. Please clearly show all sections of the walking trail system that could be affected by this project. Some sections are hidden on the plan sheets by tree canopy. For each affected walking trail section, plans will need to be included for closure/user safety and restoration of the trail and abutting areas to pre-construction conditions.
5. On Sheet 4, the silt fence appears to end at Station 13+00. It would appear that the silt fence needs to be continued on the other side of the stream.
6. On Sheet 10, can the work within Founders Park be expedited to reduce down time? Please provide a schedule so that we may reschedule/reorganize events programmed for the park.
7. Please provide details as to how damage to the parking lot and trails at Founders Park will be corrected.
8. Please show more detail as to how the trail and parking lot at Founders Park will be closed to the public (barricades, signage, etc.).
9. On Sheet 10, near Station 101+00, will the concrete memorial be disturbed?
10. On Sheet 18, please use metal t-posts and wire backed silt fence due to creek proximity.
11. The staff's understanding is that Russfield Drive and Old Colony Parkway may need to be open cut. Please provide details on this for engineering review and approval. Boring under Grigsby Chapel Road will need to be employed rather than open trench. Other arterial streets will be crossed through the existing casing and should not be affected.
12. All affected property owners will need to be notified prior to work being initiated.

The staff is recommending approval for the temporary and permanent easements being requested at this time.

BOARD ACTION:

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

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

February 1, 2024

Mark Shipley, AICP, CPM
Community Development Director
Town of Farragut
239 Jamestowne Blvd, Suite 201
Farragut TN

RE: Town of Farragut – Utility ROW Permit for Turkey Creek B-Line Sewer Replacement (Phase 1)

Mr. Shipley,

First Utility District of Knox County (FUD) has designed the replacement of a sanitary sewer “interceptor” line that generally follows the Campbell Station Road corridor between Turkey Creek Road and Interstate 40 right of way. The work will be conducted in two phases, and Phase 1 includes approximately 11,000-ft of sewer replacement between Turkey Creek Road and south of Olde Colony Boulevard. The intent of the project is to replace a 1970’s concrete sewer main with a larger line to improve capacity and prevent overflows. The upgrade will allow FUD to support development, both current and future, within the community while preventing sanitary sewer overflows along creeks, commercial areas, and neighborhoods.

FUD initially met with Town Staff in August 2023 to discuss intent, scheduling, permitting, and stakeholder involvement. FUD has maintained conversation with the Town with respect to restrictions, schedule, permitting, and working conditions. Also, FUD has sent letters to property owners that would be affected by proposed utility easements. Once schedules are definitive, FUD will notify customers about the project through email, website information, and social media posts.

The proposed project schedule is as follows:

- January – March 2024 – Permitting (TOF, SWPPP, ARAP, Pipeline Companies, TDOT, TDEC ESU)
- March 2024 – Final Design completion
- April 2024 – Advertise for Bid for Phase 1*
- July 2024 – Begin Construction for Phase 1*
- Summer 2026 – Complete Construction of Phase 1
- 2028 - 2029 - Phase 2 construction, timing dependent on Campbell Sta Road Interchange Project

**(timing contingent on permit acquisition)*

We appreciate the input of the Town’s Engineering, Planning, and Operations departments in developing this project, and we would request the Town’s concurrence in granting the Utility Right of Way Permit for Phase 1.

Respectfully,



Edwin Deyton, PE

Engineering Supervisor

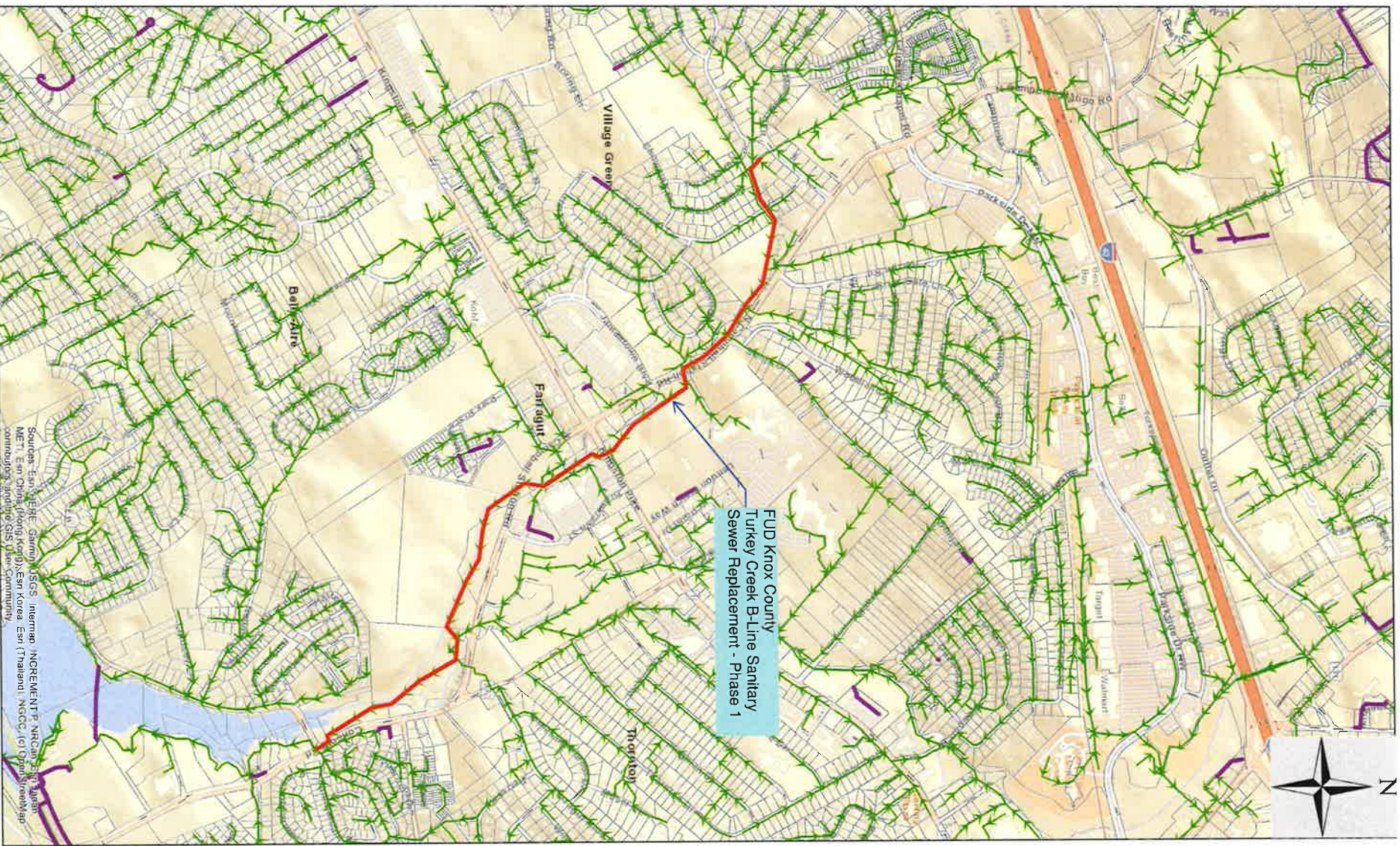
edeyton@fudknox.org

865-218-3690

First UD of Knox County

(Attachments)

cc: Bruce Giles, FUD General Manager
Chris Cline, PE, Cannon & Cannon Inc.
File



1,900 950 0 1,900 Feet

1 inch = 1,250 feet

February 15, 2024

Mr David Smoak
Town Administrator
239 Jamestown Blvd – Suite 201
Farragut TN

RE: First Utility District – Utility Easement in Founders Park
Turkey Creek B-Line Sewer Replacement Project (Phase 1)

Mr Smoak,

First Utility District of Knox County (FUD) has designed the replacement of a sanitary sewer “interceptor” line that generally follows the Campbell Station Road corridor between Turkey Creek Road and Interstate 40 right of way. The work will be conducted in two phases, and Phase 1 includes approximately 11,000-ft of sewer replacement between Turkey Creek Road and south of Olde Colony Boulevard. The intent of the project is to replace a 1970’s concrete sewer main with a larger line to improve capacity and prevent overflows. The upgrade will allow FUD to support development, both current and future, within the community while preventing sanitary sewer overflows along creeks, commercial areas, and neighborhoods.

FUD initially met with Town Staff in August 2023 to discuss intent, scheduling, permitting, and stakeholder involvement. FUD has maintained conversation with the Town with respect to restrictions, schedule, permitting, and working conditions. With that, approximately 2,500-ft of the existing sewer main runs through Founders Park. FUD has worked with the Town to relocate approximately 440-ft of the line away from the creek, park improvements, etc., and into the southern parking lot footprint. (Please refer to the attached design plan sheets for context.) FUD has also proposed a minor realignment in the northwest corner of the park as a creek crossing, which is subject to a TDEC Aquatic Resource Alteration Permit (ARAP).

The terms for granting the easement in Founders Park have been negotiated as:

1. FUD will not perform sewer replacement within Founders Park or occupy the southern parking lot between the period of September 15 – January 2.
2. FUD will release the utility easement on the section of abandoned sewer line between the creek and southern parking lot. Please refer to Utility Easement Exhibit “A”.
3. Following construction, FUD will resurface the asphalt pavement in the southern parking lot and access drive thereto. Work will include a mill and overlay around existing curb lines, storm drains, and transition(s) to existing pavement. Pavement shall be 1.5” thickness of E-mix surface asphalt. Parking lot shall be re-striped to match the existing condition.

Respectfully,



Edwin Deyton, PE
Engineering Supervisor
First UD of Knox County

Attachment 1 – Utility Easement document

Attachment 2 –Sewer Relocation in Founders Park southern parking lot, Sheet SA1.07 – SA1.08

cc: Bruce Giles – FUD General Manager
File

THIS INSTRUMENT PREPARED BY:
Croley, Davidson & Huie, PLLC
800 S. Gay Street, St. 1700
Knoxville, TN 37929
(File 240032/rpm)

**Knox County, Tennessee
Map 142, Parcel 119.01**

UTILITY EASEMENT

THIS EASEMENT is made and entered into as of this _____ day of _____, 2024, by and between **TOWN OF FARRAGUT, a Tennessee municipality** (hereinafter the "Owner") and **THE FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE**, (hereinafter "FUD").

FACTS: Owner acquired title to a tract of property described in Warranty Book 2124, page 1087, in the Knox County Register's Office, which includes the property depicted on drawing attached hereto as Exhibits "A-1 through A-7" and more particularly bounded and described on Exhibit "B", pages 1, 2 & 3 attached hereto (the "Easement Tract"). FUD desires to install utility facilities and lines on the Easement Tract. The Owner has agreed that FUD can have an easement across the Easement Tract for its utility facilities and utility lines owned by FUD. By executing this easement, Owner acknowledged that FUD has compensated the Owner an amount that the Owner agrees is a reasonable payment for the easement given to FUD under this Agreement. Based on all of the above, the Owner agrees as follows:

1. The Owner grants to FUD an access and permanent utility easement under and across the Easement Tract and agrees that FUD has the perpetual right to enter on the Easement Tract and to do those things that are necessary to place, construct, operate, repair, maintain, remove and replace on the Easement Tract one or more utility lines and related equipment and facilities, (all herein included in the term "utility line") that is owned by FUD. It is agreed that the EASEMENT TRACT shall include a 15' ACCESS AND UTILITY EASEMENT and 15' TEMPORARY CONSTRUCTION EASEMENTS as depicted and described on Exhibits "A" and "B" attached hereto. The Owner agrees that FUD shall have reasonable access across Owner's property to reach the Easement Tract as may be needed. The Easement Tract is further defined and limited to only that area in which the utility lines are actually installed, as depicted on Exhibits "A" and "B" attached hereto.
2. The Owner understands and agrees that:
 - a. FUD has agreed that it will restore the Easement Tract after it installs the utility line. Trees, shrubbery and other vegetation located in the Easement Tract may be removed by FUD during construction and FUD is not obligated to replace trees, shrubbery or other vegetation (other than grass) within the Easement Tract that is removed or disturbed.
 - b. FUD has the right to keep the Easement Tract free and clear of buildings, trees, and anything else that interferes with the installation, maintenance and use of the utility line on the Easement Tract.
 - c. Three (3) days before allowing any digging or other work on the Easement Tract by any persons or entities other than FUD, the Owners will notify the person(s) doing the work of the existence of this Agreement and will instruct the person(s) doing the work that they must contact FUD prior to working.
 - d. The Easement Tract will not be used for anything that will interfere with or endanger the use and operation of the utility line that is placed on the Easement Tract. No permanent structure will be erected on the Easement Tract.
 - e. The ground level of the Easement Tract will not be changed by Owners without FUD's written approval in advance. Approval shall not be unreasonably withheld by FUD.
3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility line installed on the Easement Tract by FUD. The Owner is only granting FUD an easement over, under and across the Easement Tract. The Easement Tract will continue to be owned by the Owner.

4. Ownership of the property was determined by a review of warranty deeds, tax records, and a limited title opinion. No subordination of liens was obtained for this property. The Owner, by executing this Agreement, represents that it is the owner of the Easement Tract and has the exclusive right to receive the compensation paid by FUD and to grant the rights to FUD as set forth in this Agreement. The Owner agrees to defend and hold FUD harmless in the event of any legal or financial claim by any third party to such compensation or otherwise involving FUD's rights as set forth in this Agreement.

5. FUD, for itself and on behalf of its employees, agents, contractors, subcontractors, invitees and licensees, shall indemnify, defend and hold Owner harmless from any and all claims, damages, liens, liabilities, judgments and/or expenses arising in connection with the performance or non-performance by FUD of this Agreement and any matters related thereto, including court costs and reasonable attorney's fees, unless caused by the negligence or misconduct of Owner or any of its contractors, subcontractors, agents or employees.

6. This Agreement is intended to be binding on and to benefit FUD and its successors and assigns and the Owner and Owner's successors and assigns. In this Agreement, the singular shall include the plural, the plural the singular and the use of any gender is meant to refer to all genders.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed as of the day and year first written

**TOWN OF FARRAGUT, a Tennessee
municipality**

By: _____

Its: _____

ACCEPTED BY:

FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE

By: _____

Its: _____

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

BEFORE ME, the undersigned authority, a Notary Public in and for the aforesaid County and State, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged ____self to be the _____ of **THE TOWN OF FARRAGUT**, the within named bargainor, a Tennessee municipal corporation, and that as such Officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by ____self as such officer.

WITNESS my hand and seal at office on this the _____ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the _____ of **FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE**, the within named bargainor, a utility district, and that s(he) as such Officer executed the foregoing instrument for the purposes therein contained, by signing the name of the utility district by him/herself as such Officer.

Witness my hand and official seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires:



TN STATE PLANE
NAD 83 (2011)
GEOID 12A

VILLAGE GREEN UNIT 3

PLAT CAB. D / SLIDE 263-B
BRIAN D. & ANGELA
CARTLEDGE
#202007010000020
332 DOMINION CIR.

CAMPBELL STATION PARK

PLAT #201310250026801
TOWN OF FARRAGUT
#2008062400965459
405 N CAMPBELL STATION RD.

P.O.B.

L1(TIE)

UTILITY & DRAINAGE EASEMENT
(PER PLAT OF RECORD)

15' TEMP. CONSTRUCTION EASE. #1
17,809.45 S.F. / 0.409 AC.

POINT OF COMMENCEMENT

N 569888.62
E 2512675.94

15' FUD ACCESS & UTILITY EASE.
37,389.16 S.F. / 0.858 AC.

N CAMPBELL STATION ROAD

PROPOSED SEWER LINE

15' TEMP. CONST. EASE. #2
8,625.45 S.F. / 0.198 AC.

MATCH LINE (SEE SHEET A-2)



EASEMENT NOTES:

1. First Utility District of Knoxville has the right to install and operate on the Easement Tract utility lines and related equipment and facilities only for the utility services that First Utility District of Knoxville provides.
2. This easement document was prepared by Cannon & Cannon, Inc. 10025 Investment Dr. Suite 120 however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

LINE TABLE

LINE	LENGTH	BEARING
L1(TIE)	4.93'	S 56°20'40" W
L2	15.44'	S 56°20'40" W
L3	63.50'	N 19°56'45" W
L4	228.17'	N 31°10'27" W
L31	231.67'	S 31°10'27" E
L32	61.31'	S 19°56'45" E

Prepared By: Cannon & Cannon, Inc.
Address: 10025 Investment Dr. Suite 120
Knoxville, Tennessee 37932
Date: 12/05/2023 W.O. No: _____
Appd. By: JDW Chkd. By: JDW

Exhibit "A-1"
(PARCEL 119.01)
Scale: 1" = 40'

County of Knox Map No.: _____
Tax Map No. 142 Parcel No. 119.01
Deed Instrument #200806240096459
District 6 Ward N/A City Block N/A
Field Book: N/A Page: N/A

First
UTILITY DISTRICT
OF KNOX COUNTY

CCI# 00969-0102

VILLAGE GREEN UNIT 3
PLAT CAB. D / SLIDE 263-B
COREY D. & ABIGAIL C. BUSH
#201908050008678
336 DOMINION CIR.

VILLAGE GREEN UNIT 3
PLAT CAB. D / SLIDE 263-B
JONATHAN DAVID WEAVER
#201912230042591
340 DOMINION CIR.

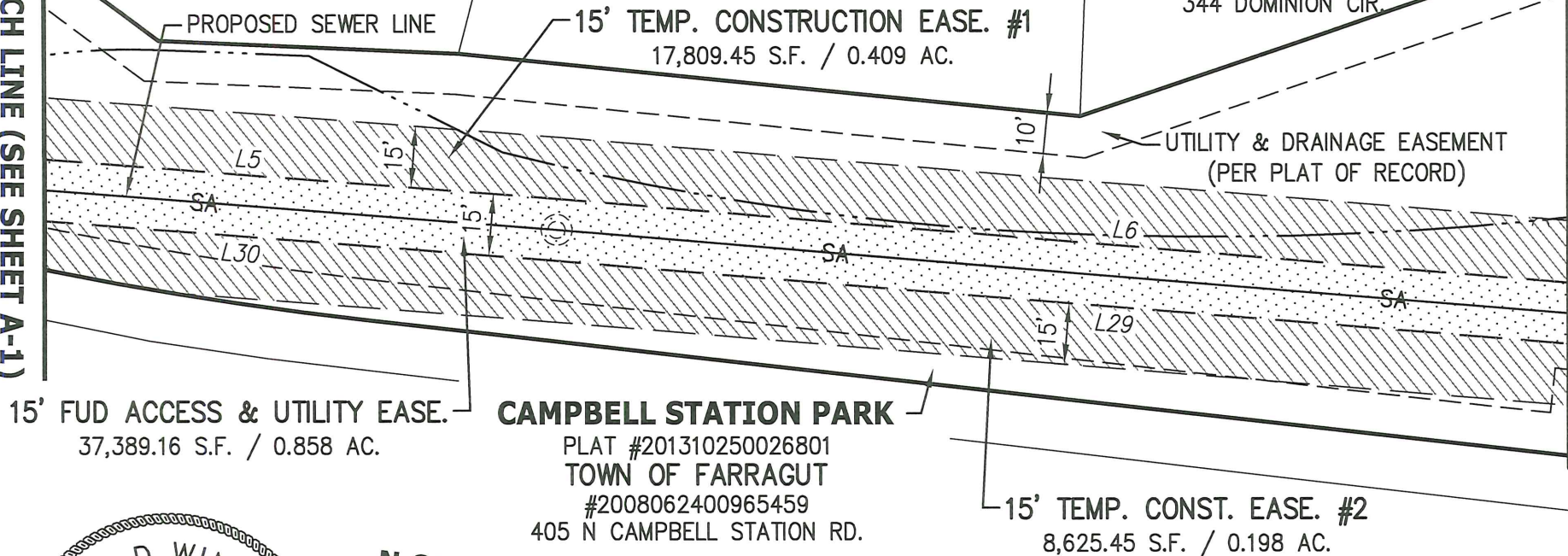
VILLAGE GREEN UNIT 3
PLAT CAB. D / SLIDE 263-B
DAVID ALAN & TERRI DENISE
NELSON
#200305130103641
344 DOMINION CIR.



TN STATE PLANE
NAD 83 (2011)
GEOID 12A

MATCH LINE (SEE SHEET A-1)

MATCH LINE (SEE SHEET A-3)



N CAMPBELL STATION ROAD

EASEMENT NOTES:

1. First Utility District of Knoxville has the right to install and operate on the Easement Tract utility lines and related equipment and facilities only for the utility services that First Utility District of Knoxville provides.
2. This easement document was prepared by Cannon & Cannon, Inc. 10025 Investment Dr. Suite 120 however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

LINE TABLE

LINE	LENGTH	BEARING
L5	153.09'	N 46°33'23" W
L6	272.77'	N 46°13'28" W
L29	272.51'	S 46°13'28" E
L30	155.08'	S 46°33'23" E

Prepared By: Cannon & Cannon, Inc.
Address: 10025 Investment Dr. Suite 120
Knoxville, Tennessee 37932
Date: 12/05/2023 W.O. No: _____
Appd. By: JDW Chkd. By: JDW

Exhibit "A-2"
(PARCEL 119.01)
Scale: 1" = 40'

County of Knox Map No.: _____
Tax Map No. 142 Parcel No. 119.01
Deed Instrument #200806240096459
District 6 Ward N/A City Block N/A
Field Book: N/A Page: N/A

First
UTILITY DISTRICT
OF KNOX COUNTY

CCI# 00969-0102



TN STATE PLANE
NAD 83 (2011)
GEOID 12A

VILLAGE GREEN UNIT 3
PLAT CAB. D / SLIDE 263-B
MATTHEW G. & KAYLA M. REKERS
#201403040051005
352 DOMINION CIR.

VILLAGE GREEN UNIT 3
PLAT CAB. D / SLIDE 263-B
JARON M. & HEATHER M. DENSLEY
#202112200048908
356 DOMINION CIR.

MATCH LINE (SEE SHEET A-2)

MATCH LINE (SEE SHEET A-4)

15' TEMP. CONST. EASE. #2
8,625.45 S.F. / 0.198 AC.

15' TEMP. CONST. EASE. #1
17,809.45 S.F. / 0.409 AC.

CAMPBELL STATION PARK

PLAT #201310250026801

TOWN OF FARRAGUT

#2008062400965459

405 N CAMPBELL STATION RD.

UTILITY & DRAINAGE EASEMENT
(PER PLAT OF RECORD)

15' FUD ACCESS & UTILITY EASE.
37,389.16 S.F. / 0.858 AC.

EXISTING SANITARY SEWER EASE.

PLAT CAB. P / SLIDE 182-D

PROPOSED SEWER LINE

15' TEMP. CONST. EASE. #3
8,564.71 S.F. / 0.151 AC.

N CAMPBELL STATION ROAD

EASEMENT NOTES:

1. First Utility District of Knoxville has the right to install and operate on the Easement Tract utility lines and related equipment and facilities only for the utility services that First Utility District of Knoxville provides.
2. This easement document was prepared by Cannon & Cannon, Inc. 10025 Investment Dr. Suite 120 however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

LINE TABLE

LINE	LENGTH	BEARING
L7	224.24'	N 44°35'46" W
L28	226.08'	S 44°35'46" E



Prepared By: Cannon & Cannon, Inc.
Address: 10025 Investment Dr. Suite 120
Knoxville, Tennessee 37932
Date: 12/05/2023 W.O. No: _____
Appd. By: JDW Chkd. By: JDW

Exhibit "A-3"
(PARCEL 119.01)
Scale: 1" = 40'

County of Knox Map No.: _____
Tax Map No. 142 Parcel No. 119.01
Deed Instrument #200806240096459
District 6 Ward N/A City Block N/A
Field Book: N/A Page: N/A

First
UTILITY DISTRICT
OF KNOX COUNTY

CCI# 00969-0102

VILLAGE GREEN UNIT 3

PLAT CAB. D / SLIDE 263-B
JARON M. & HEATHER M. DENSLEY
 #202112200048908
 356 DOMINION CIR.

UTILITY & DRAINAGE EASE.
 (PER PLAT OF RECORD)

PORTION OF EXISTING SEWER
 EASEMENT TO BE RELEASED
 5,785.61 S.F. / 0.133 AC.

EXISTING SAN. SEWER EASE.
 PLAT CAB. P / SLIDE 182-D

CAMPBELL STATION PARK

PLAT #201310250026801
TOWN OF FARRAGUT
 #2008062400965459
 405 N CAMPBELL STATION RD.

TEMP. LAYDOWN AREA
 21,659.38 S.F. / 0.497 AC.
 (SEE NOTE #4)

TN STATE PLANE
 NAD 83 (2011)
 GEOID 12A

MATCH LINE (SEE SHEET A-5)

MATCH LINE (SEE SHEET A-3)

15' TEMP. CONST. EASE. #1
 17,809.45 S.F. / 0.409 AC.

15' TEMP. CONST. EASE. #4
 4,820.08 S.F. / 0.111 AC.

PROPOSED SEWER LINE

15' TEMP. CONSTRUCTION
 EASEMENT #3
 8,564.71 S.F. / 0.151 AC.

15' FUD ACCESS & UTILITY EASE.
 37,389.16 S.F. / 0.858 AC.

EXISTING SANITARY SEWER EASE.
 PLAT CAB. P / SLIDE 182-D

15' TEMP. CONSTRUCTION
 EASEMENT #5
 8,933.63 S.F. / 0.205 AC.

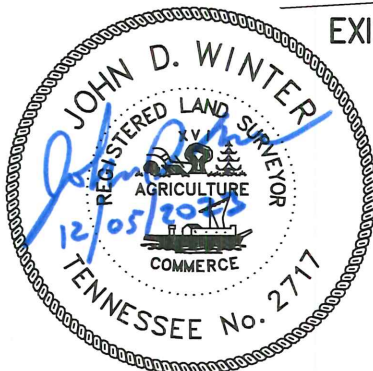
N CAMPBELL STATION ROAD

EASEMENT NOTES:

1. First Utility District of Knoxville has the right to install and operate on the Easement Tract utility lines and related equipment and facilities only for the utility services that First Utility District of Knoxville provides.
2. This easement document was prepared by Cannon & Cannon, Inc. 10025 Investment Dr. Suite 120 however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.
4. Temporary Laydown Area located over existing parking lot to remain throughout the duration of the construction and completion of the proposed sewer line improvements.

LINE TABLE

LINE	LENGTH	BEARING
L8	227.82'	N 60°08'06" W
L9	122.07'	N 39°34'53" W
L10	252.18'	N 55°47'34" W
L25	257.76'	S 55°47'34" E
L26	121.49'	S 39°34'53" E
L27	227.15'	S 60°08'06" E



Prepared By: Cannon & Cannon, Inc.
 Address: 10025 Investment Dr. Suite 120
Knoxville, Tennessee 37932
 Date: 12/05/2023 W.O. No: _____
 Appd. By: JDW Chkd. By: JDW

Exhibit "A-4"
 (PARCEL 119.01)
 Scale: 1" = 40'

County of Knox Map No.: _____
 Tax Map No. 142 Parcel No. 119.01
 Deed Instrument #200806240096459
 District 6 Ward N/A City Block N/A
 Field Book: N/A Page: N/A

First
 UTILITY DISTRICT
 OF KNOX COUNTY

CCI# 00969-0102



TN STATE PLANE
NAD 83 (2011)
GEOID 12A

CAMPBELL STATION PARK

PLAT #201310250026801

TOWN OF FARRAGUT

#2008062400965459

405 N CAMPBELL STATION RD.

MATCH LINE (SEE SHEET A-4)

MATCH LINE (SEE SHEET A-6)

EXISTING SAN. SEWER EASE.

PLAT CAB. P / SLIDE 182-D

15' TEMP. CONST. EASE. #4

4,820.08 S.F. / 0.111 AC.

PORTION OF EXISTING SEWER
EASEMENT TO BE RELEASED
5,785.61 S.F. / 0.133 AC.

15' FUD ACCESS & UTILITY EASE.

37,389.16 S.F. / 0.858 AC.

TEMP. LAYDOWN AREA

21,659.38 S.F. / 0.497 AC.

(SEE NOTE #4)

15' TEMP. CONST. EASE. #6

12,401.55 S.F. / 0.285 AC.

PROPOSED SEWER LINE

UTILITY & DRAINAGE EASEMENT
(PER PLAT OF RECORD)

N CAMPBELL
STATION ROAD

15' TEMP. CONSTRUCTION
EASEMENT #5

8,933.63 S.F. / 0.205 AC.

15' TEMP. CONSTRUCTION
EASEMENT. #7

10,011.78 S.F. / 0.229 AC.

EXISTING SAN. SEWER EASE.

PLAT CAB. P / SLIDE 182-D

EASEMENT NOTES:

1. First Utility District of Knoxville has the right to install and operate on the Easement Tract utility lines and related equipment and facilities only for the utility services that First Utility District of Knoxville provides.
2. This easement document was prepared by Cannon & Cannon, Inc. 10025 Investment Dr. Suite 120 however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.
4. Temporary Laydown Area located over existing parking lot to remain throughout the duration of the construction and completion of the proposed sewer line improvements.

LINE TABLE

LINE	LENGTH	BEARING
L11	223.80'	N 81°42'05" W
L24	226.72'	S 81°42'05" E



Prepared By: Cannon & Cannon, Inc.

Address: 10025 Investment Dr. Suite 120

Knoxville, Tennessee 37932

Date: 12/05/2023 W.O. No: _____

Appd. By: JDW Chkd. By: JDW

Exhibit "A-5"

(PARCEL 119.01)

Scale: 1" = 40'

County of Knox Map No.: _____

Tax Map No. 142 Parcel No. 119.01

Deed Instrument #200806240096459

District 6 Ward N/A City Block N/A

Field Book: N/A Page: N/A

First
UTILITY DISTRICT
OF KNOX COUNTY

CCI# 00969-0102



TN STATE PLANE
NAD 83 (2011)
GEOID 12A

MATCH LINE (SEE SHEET A-5)

15' TEMP. CONST. EASE. #6
12,401.55 S.F. / 0.285 AC.

15' FUD ACCESS & UTILITY EASE.
37,389.16 S.F. / 0.858 AC.

15' TEMP. CONSTRUCTION EASE. #7
10,011.78 S.F. / 0.229 AC.

PROPOSED SEWER LINE

MATCH LINE (SEE SHEET A-7)

CAMPBELL STATION PARK

PLAT #201310250026801

TOWN OF FARRAGUT

#2008062400965459

405 N CAMPBELL STATION RD.



EASEMENT NOTES:

1. First Utility District of Knoxville has the right to install and operate on the Easement Tract utility lines and related equipment and facilities only for the utility services that First Utility District of Knoxville provides.
2. This easement document was prepared by Cannon & Cannon, Inc. 10025 Investment Dr. Suite 120 however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

LINE TABLE

LINE	LENGTH	BEARING
L12	400.41'	N 77°37'59" W
L23	401.02'	S 77°37'59" E

Prepared By: Cannon & Cannon, Inc.
Address: 10025 Investment Dr. Suite 120
Knoxville, Tennessee 37932
Date: 12/05/2023 W.O. No: _____
Appd. By: JDW Chkd. By: JDW

Exhibit "A-6"
(PARCEL 119.01)
Scale: 1" = 40'

County of Knox Map No.: _____
Tax Map No. 142 Parcel No. 119.01
Deed Instrument #200806240096459
District 6 Ward N/A City Block N/A
Field Book: N/A Page: N/A

First
UTILITY DISTRICT
OF KNOX COUNTY

CCI# 00969-0102



TN STATE PLANE
NAD 83 (2011)
GEOID 12A

UTILITY & DRAINAGE EASEMENT
(PER PLAT OF RECORD)

CAMPBELL STATION PARK

PLAT #201310250026801
TOWN OF FARRAGUT
#2008062400965459
405 N CAMPBELL STATION RD.

VILLAGE GREEN UNIT 4 EXT

PLAT CAB. E / SLIDE 55-D
PATRICK & LANIE NOEL
202303130049631
432 RUSSFIELD DR.

VILLAGE GREEN UNIT 8

PLAT CAB. E / SLIDE 94-C
PATRICK & LANIE NOEL
202303130049631
0 RUSSFIELD DR.

VILLAGE GREEN UNIT 8

PLAT CAB. E / SLIDE 94-C
BRIAN CARL & LAURA CRIGGER
201403040051034
436 RUSSFIELD DR.

KNOX COUNTY
#200811200033379
417 N CAMPBELL
STATION RD.

LINE TABLE

LINE	LENGTH	BEARING
L13	247.27'	N 86°18'42" W
L14	18.46'	N 31°58'41" W
L15	33.23'	S 86°18'42" E
L16	19.01'	N 38°58'00" W
L17	28.22'	S 86°59'23" W
L18	11.77'	N 31°58'41" W
L19	5.91'	N 34°18'07" E
L20	37.98'	N 86°59'23" E
L21	40.48'	S 38°58'00" E
L22	205.54'	S 86°18'42" E

EASEMENT NOTES:

1. First Utility District of Knoxville has the right to install and operate on the Easement Tract utility lines and related equipment and facilities only for the utility services that First Utility District of Knoxville provides.
2. This easement document was prepared by Cannon & Cannon, Inc. 10025 Investment Dr. Suite 120 however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

MATCH LINE (SEE SHEET A-6)



Prepared By: Cannon & Cannon, Inc.
Address: 10025 Investment Dr. Suite 120
Knoxville, Tennessee 37932
Date: 12/05/2023 W.O. No: _____
Appd. By: JDW Chkd. By: JDW

Exhibit "A-7"
(PARCEL 119.01)
Scale: 1" = 40'

County of Knox Map No.: _____
Tax Map No. 142 Parcel No. 119.01
Deed Instrument #200806240096459
District 6 Ward N/A City Block N/A
Field Book: N/A Page: N/A

First
UTILITY DISTRICT
OF KNOX COUNTY

CCI# 00969-0102

EXHIBIT "B"

LEGAL DESCRIPTION TOWN OF FARRAGUT

Situated in the Sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville and being a 15' FUD Access and Utility Easement with associated 15' Temporary Construction Easements crossing a portion of Tax Parcel 119.01 on Tax Map 142 (Instrument Number 2008062400965459), more particularly described as follows:

15' ACCESS AND UTILITY EASEMENT

Commencing on a point in the northwestern right-of-way line of N. Campbell Station Road, said point bearing Tennessee State Plane, NAD 83 (2011) grid coordinates of Northing 569,888.62 Easting 2,512,675.94;

Thence with the northwestern right-of-way line of N. Campbell Station Road, S 56° 20' 40" W, 4.93 feet to a point, said point being the Point of **BEGINNING**;

Thence continuing with the northwestern right-of-way line of N. Campbell Station Road, S 56° 20' 40" W, 15.44 feet to a point;

Thence leaving the northwestern right-of-way line of N. Campbell Station Road and with the remaining lands of the subject tract, the following eleven (11) calls:

1. N 19° 56' 45" W, 63.50 feet to a point;
2. N 31° 10' 27" W, 228.17 feet to a point;
3. N 46° 33' 23" W, 153.09 feet to a point;
4. N 46° 13' 28" W, 272.77 feet to a point;
5. N 44° 35' 46" W, 224.24 feet to a point;
6. N 60° 08' 06" W, 227.82 feet to a point;
7. N 39° 34' 53" W, 122.07 feet to a point;
8. N 55° 47' 34" W, 252.18 feet to a point;
9. N 81° 42' 05" W, 223.80 feet to a point;
10. N 77° 37' 59" W, 400.41 feet to a point;

11. N 86° 18' 42" W, 247.27 feet to a point in the northeastern line of Patrick and Lanie Noel (Instrument Number 202303130049631);

Thence with the northeastern line of Noel, N 31° 58' 41" W, 18.46 feet to a point;

Thence leaving the northeastern line of Noel and with the remaining lands of the subject tract, the following three (3) calls:

1. S 86° 18' 42" E, 33.23 feet to a point;
2. N 38° 58' 00" W, 19.01 feet to a point;
3. S 86° 59' 23" W, 28.22 feet to a point in the northeastern line of Noel

Thence with the northeastern line of Noel, N 31° 58' 41" W, 11.77 feet to a point, corner to Knox County (Instrument Number 200811200033379);

Thence leaving the northeastern line of Noel and with the southeastern line of Knox County, N 34° 18' 07" E, 5.91 feet to a point;

Thence leaving the southeastern line of Knox County and with the remaining lands of the subject tract, the following thirteen (13) calls:

1. N 86° 59' 23" E, 37.98 feet to a point;
2. S 38° 58' 00" E, 40.48 feet to a point;
3. S 86° 18' 42" E, 205.54 feet to a point;
4. S 77° 37' 59" E, 401.02 feet to a point;
5. S 81° 42' 05" E, 226.72 feet to a point;
6. S 55° 47' 34" E, 257.76 feet to a point;
7. S 39° 34' 53" E, 121.49 feet to a point;
8. S 60° 08' 06" E, 227.15 feet to a point;
9. S 44° 35' 46" E, 226.08 feet to a point;
10. S 46° 13' 28" E, 272.51 feet to a point;
11. S 46° 33' 23" E, 155.08 feet to a point;
12. S 31° 10' 27" E, 231.67 feet to a point;

13. S 19° 56' 45" E, 61.31 feet to the Point of **BEGINNING**.

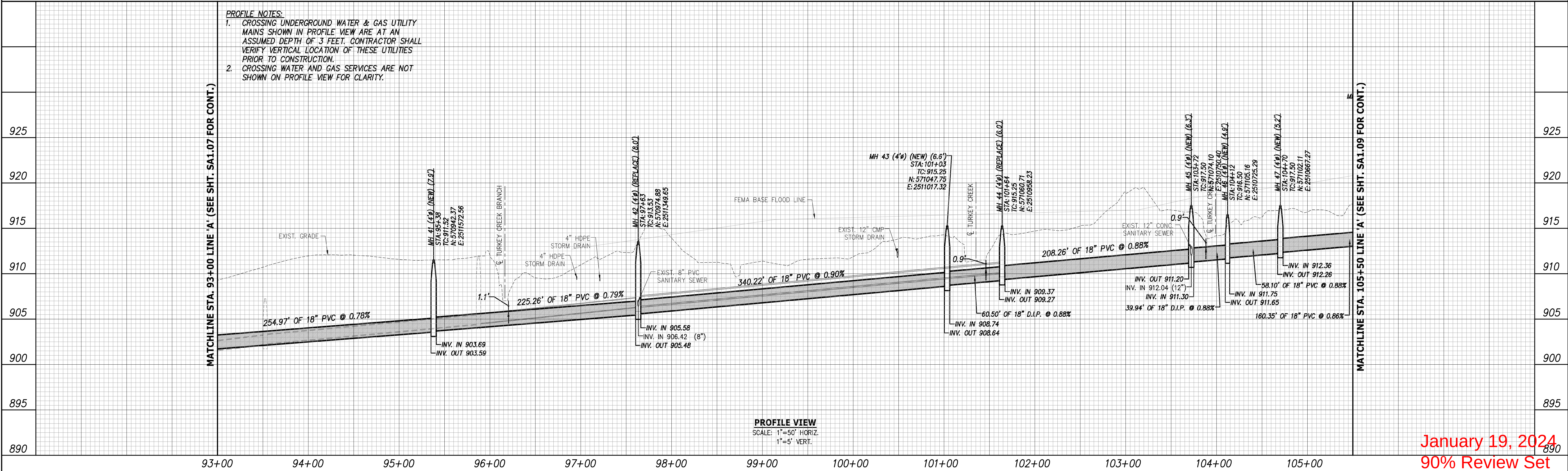
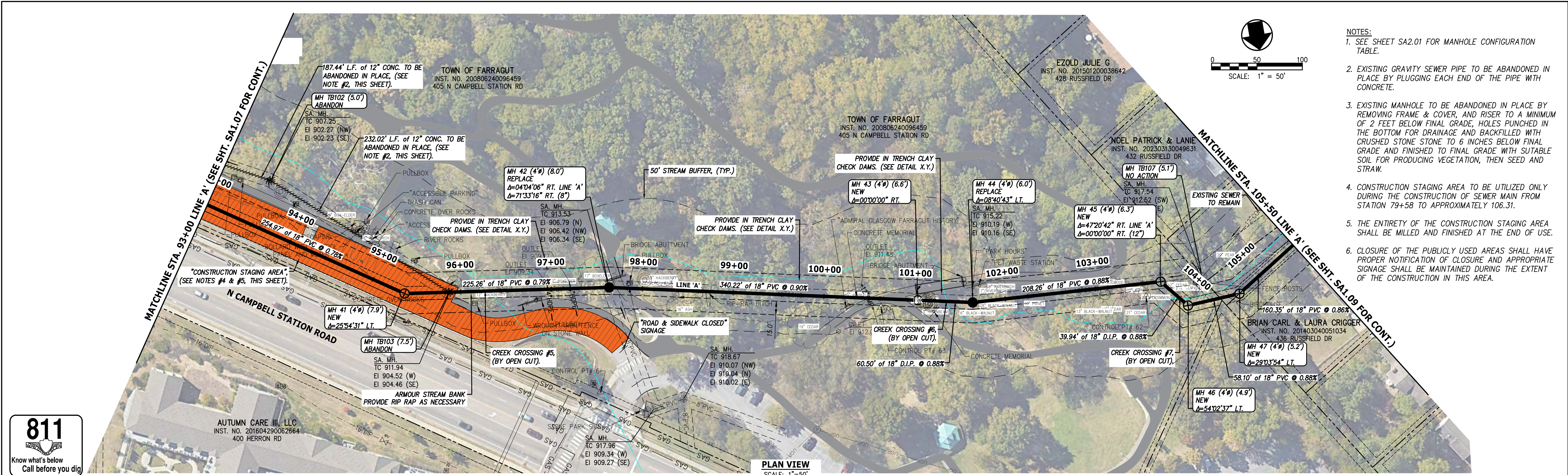
Containing 37,389.16 square feet or 0.858 acres, more or less.

15' TEMPORARY CONSTRUCTION EASEMENTS

BEING Temporary Construction Easements lying immediately adjacent to the Access and Utility Easement as described above and as depicted by Exhibits "A-1", "A-2", "A-3", "A-4", "A-5", "A-6", and "A-7", said easements contain a total of 71,166.65 square feet or 1.588 acres, more or less.

These descriptions were prepared December 5, 2023 by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, TN. Reference CCI project number 00969-0102.





885  CANNON & CANNON INC. CONSULTING ENGINEERS · FIELD SURVEYORS 880 TEL 865.670.8555 8550 Kingston Pike WWW.CANNON-CANNON.COM Knoxville, TN 37919		DESIGNED WWL	APPROVED	PRELIMINARY FOR REVIEW ONLY	NO.	DATE	REVISION	APPR.	SCALE AS SHOWN	First UTILITY DISTRICT OF KNOX COUNTY Where community comes first.	TURKEY CREEK TRUNK 'B' LINE SANITARY SEWER REPLACEMENT	SANITARY SEWER PLAN AND PROFILE LINE 'A' STA. 93+00 TO STA. 105+50	CCI PROJECT NO: 0969-0105	885							
DRAWN TCG	0	06/20/2023			PRE-DESIGN SET	WWL	DATE 06/20/2023														
CHECKED WWL/EBG	1	08/15/2023			30% DESIGN SET	WWL															
														2	01/11/2024	GAS PERMITTING SET	WWL				