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

AGENDA
JUNE 13, 2024

WORKSHOP
5:15
Committee Appointments

BEER BOARD MEETING
5:55 PM

BMA MEETING
6:00 PM

I. **Roll Call**

II. **Approval of Agenda**

III. **Approval of Minutes**
- **A.** May 23, 2024

IV. **Mayor's Report**

V. **Resolutions & Ordinances**
- **A. Ordinances**
  1. **Second Reading**
     - **a) Ordinance 24-07**, Ordinance of The Town of Farragut, Tennessee Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2024, and Ending June 30, 2025
  2. **First Reading**
     - **a) Ordinance 24-06**, an ordinance on first reading to amend the Farragut Municipal Code, Chapter 109-Signs, to provide for canopy signs and projecting signs in portions of the Town (JA Fielden, Applicant)

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

b) **Ordinance 24-08**, an ordinance on first reading to amend the Farragut Zoning Map for Parcels 070 and 072, Tax Map 142, between the Waverly Court Subdivision and Baldwin Park Subdivision, 341 Boring Road, from R-1 and R-2 to R-3, 12 Acres (Homestead Land Holdings, Applicant)

c) **Ordinance 24-09**, Ordinance to amend the Farragut Municipal Code, Chapter 103, Aquatic Buffers and Chapter 111, Stormwater Management Control by deleting chapters in their entirety and substituting new language for Chapter 111, Stormwater Management Control

d) **Ordinance 24-12**, Ordinance to amend the General Fund & Capital Investment Program budget FY23-24, passed by Ordinance 23-07

VI. Business Items

A. Approval of Contract 2025-02, On-Call Pavement Markings
B. Approval of Contract 2025-03, On-Call Guardrail Maintenance
C. Approval of Contract 2025-04, On-Call Traffic Signal Maintenance
D. Approval of Contract for Professional Design Services – MBLP Pickleball Courts and Parking
E. Approval of the FY25 Town of Farragut Committee Appointments
F. Approval of the Tennova Farragut Frosty 5K, hosted by the Farragut High School Cross Country Team
G. Approval of the PJ Parkinson Run for Parkinson's 5K/10K Race

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

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

Public Participation Guidelines for Farragut Board of Mayor and Aldermen meetings

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given three (3) minutes to speak on his/her topic.

The Board also seeks public comment on regular agenda items during the portion of the meeting devoted to discussion and consideration of the specific agenda item.

The Mayor may recognize individuals for public comment during both the regular agenda and Citizen Forum portions of the meeting based on the following guidelines.

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Any Farragut resident interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn it in to the Town Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to three (3) minutes per individual. Time for public comment may be amended at the discretion of the Mayor; provided that when additional time is allowed, speakers with differing points of views are allowed the same amount of time if requested. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; different considerations than expressed by previous speakers on a subject are encouraged;
6. Comments that threaten violence or imminent physical harm toward any individual will not be tolerated.
7. Comments may support or oppose issues or measures;
8. Personal attacks on the character of individuals who hold different points of view that have no relationship to the merits of the matter or issue raised for discussion will not be tolerated.
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The three (3) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

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

Tennessee Code Annotated 39-17-306. Disrupting meetings or processions.

(a) A person commits an offense if, with the intent to prevent or disrupt a lawful meeting, procession, or gathering, the person substantially obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

(b) A violation of this section is a Class A misdemeanor.

FARRAGUT BEER BOARD

Farragut Community Center
239 Jamestowne Blvd

June 13, 2024
5:55 PM

I. Approval of Minutes
   A. May 23, 2024

II. Beer Permit
   A. Approval of Class 1, On-Premise Beer Permit for Season's Café, 11605 Parkside Drive

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability 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

FARRAGUT BEER BOARD MINUTES

Farragut Community Center
239 Jamestowne Blvd

May 23, 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

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

Beer Permit

Approval of Class 6, Special Occasion Beer Permit for Farragut Business Alliance DOG DAZE 8 August 9-11, 2024

Motion was made to approve the Class 6, Special Occasion beer permit for the Farragut Business Alliance DOG DAZE 8 August 9-11, 2024. Move by Alderman Meyer, seconded by Alderman White; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Vice-Mayor Povlin and White; no nays; motion passed.

Approval of Class 6, Special Occasion Beer Permit for Farragut Business Alliance Harvest Fest, October 27, 2024

Motion was made to approve the Class 6, Special Occasion beer permit for the Farragut Business Alliance Harvest Fest, October 27, 2024. Move by Alderman Meyer, seconded by Vice-Mayor Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Vice-Mayor Povlin and White; no nays; motion passed.

_____

Drew Burnette, Chairman

_____

Allison Myers, Town Recorder

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AGENDA NUMBER II.A. **MEETING DATE June 13, 2023**

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 1, On Premise Beer Permit for Seasons's Café, 11605 Parkside Drive

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DISCUSSION: The purpose of this agenda item is the approval of a Class 1, On Premise Beer Permit for Seasons's Café, 11605 Parkside Drive. Season's has new ownership and will need a new beer permit.

The applications and information are in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 1, On Premise Beer Permit for Seasons's Café, 11605 Parkside Drive.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise	Class 2 On-Premise, Other
Class 3 On-Premise, Hotel/Motel	Class 4 On-Premise, Tavern
Class 5 Off-Premise	Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) Aaron Morgan
Anthony Seale
4. Type of applicant (check one):
Person ____ Firm ____ Corporation ✓ Joint-Stock Company ____ Syndicate ____ Other ____
5. List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:
Aaron Morgan
Anthony Seale
6. Applicant's present home address:
1356 Windamere Rd, Knoxville, TN 37923
7. Date of Birth ____ Home Telephone Number ____
Business Telephone Number 865-566-4976 Social Security Number ____
8. Representative Email Address: rmoacctgservices@gmail.com
9. Under what name will the business operate? Marble City Hospitality Group LLC
10. Business address 11605 Parkside Dr, Knoxville TN 37934
Business Telephone number 865-890-6484

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:
Rhiannon Oberg - CFO - rmoacctgservices@gmail.com
1833 Glen Shady Blvd, Knoxville, TN 37922

12. Information of any manager, other than the applicant:
Name: Rhiannon Oberg Birth Date: 2/7/78
Address: 1833 Glen Shady Blvd, Knoxville, TN 37922
Phone Number: 508-380-5960

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:
HHB Parkside LLC - 4817 Kingston Pike, Knoxville, TN 37919

16. What is the name and address of the Church (or other place of worship) nearest to your business?
Lauren Church - 11416 Grigsby Chapel Rd, Knoxville, TN 37934

17. What is the name and address of the school nearest to your business?
Farragut Primary School - 509 N Campbell Station Rd, 37934

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

19. Tennessee Sales Tax Number: 100244829D - SLC

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.

Rhiannon Oberg

Signature of Applicant/Owner (or authorized Corporate Official)

SHANNON LEIGH YOUNG
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

Sworn to and subscribed before me this 29 day of May, 2024

Notary Public

My Commission Expires: 2-2-25

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

May 23, 2024, MINUTES
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 additional 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 April 25, 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

Alderman Burnette read the proclamation for Public Works Week, May 19-25, 2024

Resolutions & Ordinances

Resolutions

Approval of Resolution R-2024-07, FY2025 Fee Schedule

Motion was made to approve Resolution R-2024-07, FY2025 Fee Schedule. Moved by 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.

Ordinances

First Reading

Ordinance 24-07, Ordinance of The Town of Farragut, Tennessee Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2024, and Ending June 30, 2025

Motion was made to approve Ordinance 24-07 on first reading. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin.

An amended motion was made to amend the following:

- Move the Kingston Pike pedestrian crossing project design to FY2027 and the construction to FY2028
- Remove the tennis courts from the McFee park pavilion and restroom project budgeted in FY2027

Moved by 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 Bids and Award of Contract 2024-05, Resurfacing of Various Streets

Motion was made to award contract 2024-05 to APAC-Atlantic, Inc. for the low bid of $1,140,171.18. Moved by Alderman Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

Approval of Bids and Award of Contract 2024-16, School Zone Signal Improvements along Campbell Station Road

Motion was made to award contract 2024-16 to Progression Electric, LLC. in the amount of $138,917.60. 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.

Approval of the Great Farragut Sidewalk Sale special event hosted by the Farragut Business Alliance, July 26-28, 2024

Motion was made to approve the Great Farragut Sidewalk Sale Event, July 26-28. Moved by Alderman Meyer, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer, and White; no nays; motion passed.

The meeting adjourned at 7:02 PM.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

AGENDA NUMBER V.A.1.a. **MEETING DATE June 13, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Ordinance 24-07, on second and final reading, an ordinance of the Town of Farragut, Tennessee Adopting the Annual Budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025

INTRODUCTION: The purpose of this agenda item is to approve Ordinance 24-07, on second and final reading, adopting the annual budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025.

BACKGROUND: The annual budget for the Town of Farragut must be approved prior to July 1, which is the start of the fiscal year for our community. The budget is also required to be balanced and remitted to the State of Tennessee Comptroller for review once it has been approved by the Board of Mayor and Aldermen (BMA). Planning for the upcoming FY2025 budget started in January 2024, with departments turning in their budget requests. The BMA had a series of workshops starting in March to review revenue and expenditures projections, set priorities for capital expenditures and review operational needs in each department.

DISCUSSION:

CHANGES BETWEEN FIRST & SECOND READING

The following are changes to the FY25 budget that differ from the first reading.

- CIP Budget-the Kingston Pike underpass design has been moved from FY25 to FY27 and the construction of the project has been moved from FY26 to FY28. The BMA approved this change during the first reading of the budget.
- CIP Budget-the description has been modified for the McFee Park: Courts, Tennis Pavilion & Restrooms to McFee Park: Pavilion & Restrooms. The BMA approved this change during the first reading of the budget.
- CIP Budget-the Town has received revised construction cost for the Union Road improvements construction budget. The cost will be modified from $9,100,000 to $7,900,000.
- General Fund Budget-Addition of a Project Manager Position (salary & benefits)-Increase of $176,647
- General Fund Budget-Decrease of 36,411

GENERAL FUND

The proposed year end FY2024 General Fund revenues are estimated at $17,474,546, with expenditures of $10,158,310. This year end estimate accounts for a 6.0% increase in sales tax revenue from the FY24 budget, as well as additional revenue increases in the state sales tax, wholesale liquor taxes, building permits and interest earnings. The proposed FY2025 General Fund revenues are $17,027,108, which is a slight decrease from estimated FY2024 revenues due to conservative estimates for building permits, recreational fees and interest earnings. Local sales tax revenue is estimated to increase 2.0% from FY24 estimated end of year projection at $10,101,798. This revenue source accounts for 59.3% of the Town's total general fund revenue. A second major revenue source is State Sales Tax. This tax is distributed from the State of Tennessee to local governments and is based on the Farragut population base, which is currently 23,506 according to the 2020 Census. Total FY25 proposed revenue in State Sales Tax is $2,910,000.

General Fund Expenditures for FY2025 are proposed at $11,173,602, which is a 7.5% increase over the FY2024 end of year estimate. For FY25, current employees will be eligible for a 3% Cost of Living Adjustment and a 3% merit package for a total cost of $309,422. The budget also includes higher expenses for employee health insurance that are estimated to cost an additional $27,078.

This year the Town of Farragut will be adding five new positions, while eliminating two current positions, for a net gain of three full-time equivalent (FTE) positions for a total of 71 FTE. The Public Works department will be adding two Technician I positions, the Information Technology division will be adding an IT Technician position and Administration will be restructured by eliminating the Assistant to the Town Administrator position and changing the role to an Assistant Town Administrator with managerial oversight over operational departments. The total cost of these new positions is $466,355.

The overall General Fund budget projects $5.85 million in revenues over expenditures for FY25. The budget funds the rainy-day fund at a total of $3.35 million, with an assigned fund balance of $6 million and an available fund balance at the end of the FY25 budget year to be $18.29 million.

STATE STREET AID FUND

The State Street Aid Fund has projected revenues of $842,752 and estimated expenditures of $1,765,000. There is a proposed transfer from the General Fund to the State Street Aid Fund of $1,500,000. This fund is primarily used to resurface streets in the Town of Farragut. With energy prices remaining high over the past year, the number of lane miles the town is able to repave will require additional funding to keep pace with our historical average. At the end of the FY25 budget year there will be an estimated $3,373,081 in fund balance.

TOURISM FUND

The Tourism Fund is a special revenue fund where the primary source of funding comes from the 3% occupancy tax on hotel night stays by visitors to the local Farragut hotels. Revenues from hotel stays have remained strong due to the heavy travel volume along the I-75/I-40 corridor and the convenient shopping and entertainment in the area, with estimated revenues for FY25 at $550,000. In FY25 the Tourism Fund is receiving ARPA grant funds of $47,500, which will be utilized for additional marketing for the tourism program. Proposed expenditures for FY25 are $594,491, with an ending fund balance of $1,187,309.

ARPA FUND

The American Rescue Plan Act (ARPA) Fund includes funding from the U.S. Government to all local governments based on population. The Town has received two equal payments totaling $7,055,252. The Town also received additional TDEC grant funds in FY23 of $1,721,566 to utilize on stormwater infrastructure projects and in FY24 received a TDEC grant for a stormwater parking facility of $2,017,591. ARPA funds may be utilized on any local government service or project. For FY25, the Town will be allocating a total of $4,286,074 on broadband infrastructure and a stormwater parking facility at McFee Park. Funding from ARPA must be obligated by December 31, 2024, and spent by December 31, 2026.

EQUIPMENT REPLACEMENT FUND

The Equipment Replacement Fund will have projected expenditures of $375,000 in FY25 and a transfer from the general fund of $725,000. There will be an estimated fund balance in the Equipment Replacement fund of $1,342,817.

ADA CAPITAL PROJECTS FUND

The ADA Capital Projects Fund does not have any major projects planned for FY2025. Since developing the Town's ADA Transition Plan in 2018, the Town has made improvements to Anchor Park, the restroom facilities at Town Hall and dozens of curb ramps as street resurfacing projects are completed. There are more proposed curb ramps to be replaced in FY2025 to be brought into compliance with ADA standards and those funds will be paid out of the State Street Aid Fund. There is also a planned ADA greenway project for Mayor Bob Leonard Park that is partially grant funded, with additional town funding allocated in the Capital Investment Program Fund. There is a proposed $150,000 transfer from the General Fund to the ADA Fund in FY2025, with a projected fund balance of $704,858.

INSURANCE FUND

The Insurance Fund includes funding for retiree health insurance and annual leave disbursements at an employee's retirement date. There is a $50,000 transfer proposed in the FY25 budget from the General Fund and the available fund balance is $239,376.

CAPITAL INVESTMENT PROGRAM FUND

The Capital Investment Program (CIP) Fund budget has a total of $17,630,216 in projects planned to get underway in FY25. These projects include sidewalk and greenway extensions; Campbell Station Inn improvements; a new pickleball facility, turf field replacement and ADA improvements at Mayor Bob Leonard Park; improvements to Union Road, Boyd Station Road and design and right of way acquisition for Virtue Road improvements. Revenues for the CIP come from Town resources in the form of a $5,000,000 transfer from the General Fund, $4,220,216 from CIP Reserves, and $8,310,000 from federal and/or state matching grants and $100,000 in interest earnings. Overall, the FY2025 projected fund balance is $7,216,226.

The FY2025 budget aligns with the Town of Farragut strategic plan of Connecting our Community with Excellent Parks, Greenways, Trails, Sidewalks and Recreation Programs; Enhancing the Town's Financial Position; Collaborating at a Local, State and Federal level; Supporting and Caring for our Team; and Advancing a High-Quality and Well-Maintained Community. The FY2025 budget will allow the Town of Farragut to continue providing exceptional service to our community while living well within our projected revenues and maintaining a healthy fund balance. The proposed budget will be heard on second reading at the June 13, 2024, Board of Mayor and Aldermen meeting.

Attached are the summary pages of each fund and Ordinance 24-07 for the Board's consideration.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Ordinance 24-07, on second and final reading, to adopt the annual budget for the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2024, and ending June 30, 2025.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

ORDINANCE	24-07
PREPARED BY	Myers
1ST READING	May 23, 2024
2nd READING	June 13, 2024
PUBLISHED IN	Farragut Press
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

WHEREAS, Tenn, Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF FARRAGUT, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2024, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Actual FY 2023	Estimated Actual FY 2024	Budget FY 2025
Revenues			
Local Taxes	$ 9,580,403	$ 9,903,724	$ 10,101,798
State Sales Tax	2,791,381	2,790,246	2,910,000
Wholesale Beer, Liquor & Mixed Drink	1,668,602	1,599,447	1,580,000
Intergovernmental	757,725	768,604	788,553
Licenses And Permits	948,410	640,615	580,650
Recreation Fees	403,037	424,490	357,500
Traffic Enforcement Program & Fines	107,294	105,577	88,000
Rent	87,776	122,757	118,407
Other	986,573	1,119,086	502,200
Other Financing Sources	$ 17,331,201	$ 17,474,546	$ 17,027,108
Appropriations			
Expenditures			
Legislative	$ 41,414	$ 39,263	$ 59,300
Town Court	100,000	91,399	102,104
Administration	1,010,190	1,176,420	1,017,739
Finance	-	-	523,836
Human Resources	194,968	211,756	283,544
Information Technology	607,331	644,316	782,375
Communications	-	213,429	224,667
Engineering	938,865	1,029,793	1,009,319
Community Development	1,060,887	1,291,483	1,412,098
General Government	137,356	184,805	174,350
Parks & Recreation	1,081,143	1,083,141	1,170,505
Public Works	2,442,896	2,842,079	3,045,110
Non-Departmental	530,825	636,500	626,000
Community Center	368,056	606,326	623,155
Economic Development	96,500	107,600	119,500
Other Financing Uses			
Transfers Out - to other funds	6,300,000	8,365,000	7,425,000
Total Appropriations	$ 14,910,431	$ 18,523,310	$ 18,598,602
Change in Fund Balance (Revenues - Appropriations)	**2,420,770**	**(1,048,764)**	**(1,571,494)**
Beginning Fund Balance July 1	27,842,296	30,263,066	29,214,302
Ending Fund Balance June 30	**$ 30,263,066**	**$ 29,214,302**	**$ 27,642,808**
Ending Fund Balance as a % of Total Appropriations	203.0%	157.7%	148.6%

STATE STREET AID FUND	Actual FY 2023	Estimated Actual FY 2024	Budget FY 2025
Revenues			
State Gas and Motor Fuel Taxes	$ 489,115	$ 420,000	$ 421,000
1989 Gas Tax	$ 54,263	$ 67,752	$ 65,752
Gas 3 Cent Tax	$ 100,254	$ 123,103	$ 123,000
2017 Gas Tax	$ 175,095	$ 210,155	$ 213,000
Interest Earnings	91,369	115,000	20,000
Other Financing Sources			
Transfers In - from other funds	250,000	500,000	1,500,000
Total Revenues and Other Financing Sources	$ 1,160,096	$ 1,436,010	$ 2,342,752
Appropriations			
Street & Sidewalk Maintenance	$ 1,122,032	$ 1,029,099	$ 1,765,000
Total Appropriations	$ 1,122,032	$ 1,029,099	$ 1,765,000
Change in Fund Balance (Revenues - Appropriations)	**38,064**	**406,911**	**577,752**
Beginning Fund Balance July 1	2,350,354	2,388,418	2,795,329
Ending Fund Balance June 30	**$ 2,388,418**	**$ 2,795,329**	**$ 3,373,081**
Ending Fund Balance as a % of Total Appropriations	212.9%	271.6%	191.1%

TOURISM FUND	Actual FY 2023	Estimated Actual FY 2024	Budget FY 2025
Revenues			
Room Occupancy	$ 587,028	$ 612,000	$ 550,000
Interest Earnings	21,826	45,000	15,000
Grant-Other Government	2,242	-	-
ARPA Grant Funding	7,230	105,536	47,500
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	$ 618,326	$ 762,536	$ 612,500
Appropriations			
Tourism Expenditures	$ 243,111	$ 490,232	$ 527,030
Museum Expenditures	-	12,626	67,461
Total Appropriations	$ 243,111	$ 502,858	$ 594,491
Change in Fund Balance (Revenues - Appropriations)	**375,215**	**259,678**	**18,009**
Beginning Fund Balance July 1	534,407	909,622	1,169,300
Ending Fund Balance June 30	**$ 909,622**	**$ 1,169,300**	**$ 1,187,309**
Ending Fund Balance as a % of Total Appropriations	374.2%	232.5%	199.7%

ARPA FUND	Actual FY 2023	Estimated Actual FY 2024	Budget FY 2025
Revenues			
Interest	$ 221,106	$ 236,786	$ 100,000
ARPA Grant Funding	$ 3,527,626	$ -	$ -
TDEC Grant Funding	$ -	$ 3,739,157	
Total Revenues and Other Financing Sources	$ 3,748,732	$ 3,975,943	$ 100,000
Appropriations			
Town Hall Building Improvements	0	4,000,000	0
Stormwater Parking Facilities	65,303	0	2,500,000
Broadband Infrastructure	0	246,500	1,786,074
Stormwater Master Plan	402,502	600,000	0
Stormwater Improvements	$ -	$ 1,471,353	$ -
Total Appropriations	$ 467,805	$ 6,317,853	$ 4,286,074
Change in Fund Balance (Revenues - Appropriations)	**3,280,927**	**(2,341,910)**	**(4,186,074)**
Beginning Fund Balance July 1	3,361,916	6,642,843	4,300,933
Ending Fund Balance June 30	**$ 6,642,843**	**$ 4,300,933**	**$ 114,859**
Ending Fund Balance as a % of Appropriations	1420.0%	68.1%	2.7%

EQUIPMENT REPLACEMENT FUND	Actual FY 2023	Estimated Actual FY 2024	Budget FY 2025
Revenues			
Interest	$ 32,089	$ 58,538	$ 20,000
Sale of equipment proceeds	89,613	19,857	-
Other Financing Sources			
Transfers In - from other funds	400,000	215,000	725,000
Total Revenues and Other Financing Sources	$ 521,702	$ 293,395	$ 745,000
Appropriations			
Major Equipment	$ 570,343	$ 325,061	$ 375,000
Total Appropriations	$ 570,343	$ 325,061	$ 375,000
Change in Fund Balance (Revenues - Appropriations)	**(48,641)**	**(31,666)**	**370,000**
Beginning Fund Balance July 1	1,053,124	1,004,483	972,817
Ending Fund Balance June 30	**$ 1,004,483**	**$ 972,817**	**$ 1,342,817**
Ending Fund Balance as a % of Appropriations	176.1%	299.3%	358.1%

ADA Fund	Actual FY 2023	Estimated Actual FY 2024	Budget FY 2025
Revenues			
Interest Revenue	10,882	20,004	1,000
Other Financing Sources			
Transfers In - from other funds	150,000	150,000	150,000
Total Revenues and Other Financing Sources	$ 160,882	$ 170,004	$ 151,000
Appropriations			
Public Works Department	$ 0	$ 0	$ 0
Total Appropriations	$ 0	$ 0	$ 0
Change in Fund Balance (Revenues - Appropriations)	**160,882**	**170,004**	**151,000**
Beginning Fund Balance July 1	222,972	383,854	553,858
Ending Fund Balance June 30	**$ 383,854**	**$ 553,858**	**$ 704,858**
Ending Fund Balance as a % of Total Appropriations	3838539900.0%	5538579800.0%	7048579700.0%

INSURANCE FUND	Actual FY 2023	Estimated Actual FY 2024	Budget FY 2025
Revenues			
Interest	$ 8,644	$ 18,618	$ 1,000
Insurance Reimbursement	-	4,160	-
Other Financing Sources			
Transfers In - from other funds	500,000	-	50,000
Total Revenues and Other Financing Sources	$ 508,644	$ 22,778	$ 51,000
Appropriations			
Retirement Expenditures	$ 110,970	$ 250,000	$ 82,000
Total Appropriations	$ 110,970	$ 250,000	$ 82,000
Change in Fund Balance (Revenues - Appropriations)	**397,674**	**(227,222)**	**(31,000)**
Beginning Fund Balance July 1	99,924	497,598	270,376
Ending Fund Balance June 30	**$ 497,598**	**$ 270,376**	**$ 239,376**
Ending Fund Balance as a % of Appropriations	448.4%	108.2%	291.9%

SECTION 2: At the end of the fiscal year 2025, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance/Net Position at June 30, 2025
General Fund	$ 27,642,808
State Street Street Aid Fund	3,373,081
Tourism Fund	1,187,309
ARPA Fund	114,859
Equipment Replacement	1,342,817
ADA Fund	704,858
Insurance Fund	239,376

SECTION 3: During the coming fiscal year (2025) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Sonja Drive Sidewalk	$1,250,000	$1,250,000	$0
Campbell Station Inn Improvements	$750,000	$750,000	$0
Public Works Facility Improvements	$25,000	$25,000	$0
Town Facilities Security Plan	$128,000	$128,000	$0
MBLP Field 1 & 2 Turf replacement	$1,841,880	$1,841,880	$0
MBLP Walk trail & ADA Repair	$180,000	$180,000	$0
McFee Park Dog Park	$465,336	$465,336	$0
MBLP Pickleball Courts	$1,450,000	$1,450,000	$0
McFee Splashpad Filtration/Elements	$50,000	$50,000	$0
Stormwater Improvements	$200,000	$200,000	$0
Boyd Station Road Roundabout	$760,000	$760,000	$0
Boyd Station Road Improvements	$465,000	$465,000	$0
Boyd Station Road Greenway	$40,000	$40,000	$0
Union Road Improvements	$7,900,000	$7,900,000	$0
Virtue Road/Boyd Station Improvements	$925,000	$925,000	$0
Turkey Creek Road/Greenway Improvements	$500,000	$500,000	$0
Concord Road/Loop Road Signal	$700,000	$700,000	$0

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Land Acquisition	$1,200,000	$1,200,000	$0
Kingston Pike Pedestrian Underpass	$765,000	$765,000	$0
Red Mill Dam Trailhead	$170,000	$170,000	$0
Connection	$70,000	$70,000	$0
Town Facilities Security Plan	$147,000	$147,000	$0
McFee Splashpad Filtration/Elements	$80,000	$80,000	$0
Sand Volleyball Complex Reconstruction	$50,000	$50,000	$0
Anchor Park Fencing	$175,000	$175,000	$0
Anchor Park Playground	$300,000	$300,000	$0
Restrooms	$535,000	$535,000	$0
MBLP Trail Lighting	$125,000	$125,000	$0
MBLP Field 3 Turf replacement	$725,000	$725,000	$0
McFee Court Resurfacing	$40,000	$40,000	$0
Stormwater Improvements	$1,000,000	$1,000,000	$0
Virtue Road/Boyd Station Improvements	$7,480,000	$7,480,000	$0
Turkey Creek Road/Greenway Improvements	$2,000,000	$2,000,000	$0
Watt Road Roundabout	$850,000	$850,000	$0
Campbell Station/Jamestowne Signal	$700,000	$700,000	$0
Evans Road Improvements	$1,550,000	$1,550,000	$0

SECTION 4: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tenn. Code Ann. § 6-56-205.

SECTION 5: Money may be transferred from one appropriation to another in the same fund in an amount of up to $25,000 by the Town Administrator, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 6: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 7: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 8: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 9: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 10: This ordinance shall take effect July 1, 2024, the public welfare requiring it.

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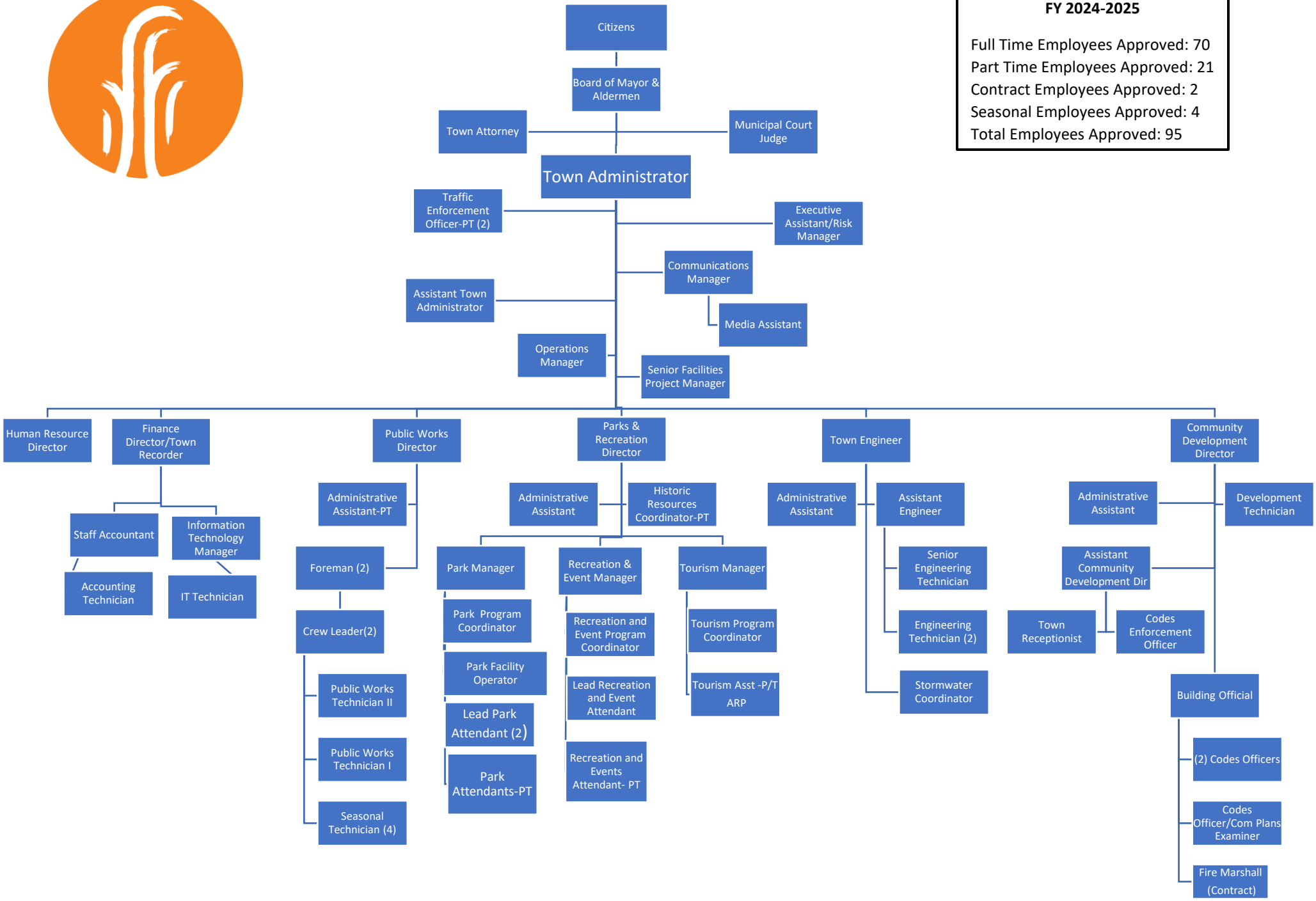
Ron Williams, Mayor

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Allison Myers, Town Recorder

FY 2024-2025

Full Time Employees Approved: 70
Part Time Employees Approved: 21
Contract Employees Approved: 2
Seasonal Employees Approved: 4
Total Employees Approved: 95




Citizens
Board of Mayor & Alderman
Town Administrator
Executive Assistant/Risk Manager
Assistant Town Administrator
Operations Manager
Senior Facilities Project Manager

General Fund Budget

BEGINNING FUND BALANCE	**27,268,445**	**27,842,296**	**30,263,066**	**30,263,066**	**29,214,301**
REVENUE	**FY2021-22 Actual**	**FY2022-23 Actual**	**FY2023-24 Budget**	**FY2023-24 Estimated**	**FY2024-25 Proposed**
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	2,910,000
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	768,604	788,553
Building Permits & Licenses	823,672	948,410	559,000	640,615	580,650
Recreation Fees	333,477	403,037	259,000	424,490	357,500
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**	**17,474,546**	**17,027,108**

EXPENDITURES	**FY2021-22 Actual**	**FY2022-23 Actual**	**FY2023-24 Budget**	**FY2023-24 Estimated**	**FY2024-25 Proposed**
Legislative	40,048	41,414	56,040	39,263	59,300
Town Court	71,485	100,000	94,652	91,399	102,104
Administration	846,251	1,010,190	1,277,883	1,176,420	1,017,739
Finance	0	0	0	0	523,836
Human Resources	196,811	194,968	211,756	211,756	283,544
Information Technology	458,216	607,331	731,316	644,316	782,375
Communications	0	0	216,122	213,429	224,667
Engineering	814,829	938,865	1,081,209	1,029,793	1,009,319
Community Development	1,018,143	1,060,887	1,295,315	1,291,483	1,412,098
General Government	125,722	137,356	214,750	184,805	174,350
Parks & Recreation	1,200,933	1,081,143	1,134,016	1,083,141	1,170,505
Public Works	2,278,670	2,442,896	2,850,424	2,842,079	3,045,110
Non-Departmental	711,541	530,825	586,500	636,500	626,000
Community Center	221,729	368,056	655,358	606,326	623,155
Economic Development	93,315	96,500	116,600	107,600	119,500
Total Expenditures	**8,077,693**	**8,610,431**	**10,521,941**	**10,158,310**	**11,173,602**

	FY2021-22 Actual	**FY2022-23 Actual**	**FY2023-24 Budget**	**FY2023-24 Estimated**	**FY2024-25 Proposed**
Revenue over (under) expenditures	7,048,851	8,720,770	4,980,299	7,316,236	5,853,506
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	29,214,301	27,642,808
ENDING BALANCE	**27,842,296**	**30,263,066**	**26,878,365**	**29,214,301**	**27,642,808**
Assigned Fund Balance	0	0	6,000,000	6,000,000	6,000,000
30% of Expenditure	2,423,308	2,583,129	3,156,582	3,047,493	3,352,080
AVAILABLE FUND BALANCE	**25,418,988**	**27,679,936**	**17,721,782**	**20,166,808**	**18,290,727**

State Street Aid

		2021-2022 Actual	2022-2023 Actual	2023-2024 Budget	2023-2024 Estimated	2024-2025 Proposed
	Beginning Balance	**2,215,307**	**2,350,354**	**2,388,418**	**2,388,418**	**2,795,329**
121	**Revenues**					
33551	State Gasoline & Motor Fuel	862,000	489,115	424,588	420,000	421,000
33555	1989 Gas Tax	0	54,263	69,152	67,752	65,752
33556	Gas 3 Cent Tax	0	100,254	127,689	123,103	123,000
33557	2017 Gas Tax	0	175,095	216,571	210,155	213,000
36190	Interest Earnings	594	91,369	30,000	115,000	20,000
	Revenue Total	**862,594**	**910,096**	**868,000**	**936,010**	**842,752**
43100	**Expenditures**					
2680	Street Maintenance	45,000	60,703	80,000	80,000	80,000
2690	Resurfacing	1,100,000	1,002,112	2,350,000	854,099	1,500,000
2910	Street Striping	50,000	13,529	50,000	35,000	50,000
4230	Guardrails	7,500	10,300	15,000	15,000	15,000
4250	Traffic Calming	20,000	26,669	40,000	40,000	70,000
43267						
2670	Sidewalks/Greenways	5,000	8,719	50,000	5,000	50,000
	Expenditure Total	**1,227,500**	**1,122,032**	**2,585,000**	**1,029,099**	**1,765,000**
	Other Funding Sources					
37940	Transfer from General Fund	225,000	250,000	500,000	500,000	1,500,000
	Total Transfers in	**225,000**	**250,000**	**500,000**	**500,000**	**1,500,000**
	Revenue over (under) expenditures	-139,906	38,064	-1,217,000	406,911	577,752
	Ending Balance	**2,075,401**	**2,388,418**	**1,171,418**	**2,795,329**	**3,373,081**

Tourism Fund-122

		2021-2022 Actual	2022-2023 Actual	2023-2024 Budget	2023-2024 Estimated	2024-2025 Proposed
	Beginning Balance	**155,335**	**534,407**	**909,622**	**909,622**	**1,169,300**
122	**Revenues**					
31920	Room Occupancy Tax	471,200	587,028	500,000	612,000	550,000
36190	Interest Earnings	728	21,826	8,000	45,000	15,000
33800	Grant-Other Government	5,703	1,981	0	0	0
37710	ARPA Grant Funding	0	7,230	117,536	105,536	47,500
	Revenue Total	**477,631**	**618,326**	**625,536**	**762,536**	**612,500**

		2021-2022 Actual	2022-2023 Actual	2023-2024 Budget	2023-2024 Estimated	2024-2025 Proposed
47210	**Tourism Expenditures**					
1100	Salaries	47,772	66,395	62,890	60,000	59,860
1110	Regular Employee Wages	476	25,915	39,520	36,180	43,222
1230	Overtime Wages	342	338	1,000	1,000	1,000
1410	Social Security & Medicare Tax	3,717	7,157	12,233	12,233	12,285
1420	Health Insurance	0	3,357	10,998	10,998	43,892
1430	Retirement	375	6,010	9,451	9,451	8,247
1450	Life Insurance	0	205	310	310	543
1460	Workers Comp Insurance	0	100	100	100	160
1480	Long Term Disability Insurance	0	214	314	314	480
1510	COLA	0	0	7,734	7,734	4,626
1520	Merit Adjustment	0	0	4,640	4,640	4,626
	Total Personnel	**4,910**	**43,296**	**149,190**	**142,960**	**178,940**
47210						
1380	Clothing & Uniforms	0	130	1,000	1,000	500
2210	Printing/Advertising	28,308	53,815	80,950	80,950	77,950
2350	Dues/Subscriptions	4,606	11,314	12,425	12,425	19,490
2360	Promotional	4,794	13,959	19,300	19,300	16,400
2540	Professional Services	42,455	44,348	77,500	77,500	67,000
2800	Travel, Training	2,407	5,600	7,750	7,750	7,950
3000	Supplies	343	1,456	750	750	750
3120	Small Tools/Equipment	1,546	2,614	6,660	6,660	3,250
3310	Gasoline	0	91	0	200	300
3610	Programs	9,190	23,149	30,900	23,200	107,000
	Total Operating Expenditures	**93,649**	**189,906**	**237,235**	**229,735**	**300,590**

		2021-2022	2022-2023	2023-2024	2023-2024	2024-2025
47220	**ARPA**	**Actual**	**Actual**	**Budget**	**Estimated**	**Proposed**
1250	ARPA Part-Time Position	0	4,883	28,164	28,164	24,000
1410	Social Security & Medicare	0	418	1,836	1,836	1,836
2540	Professional Services	0	0	70,156	70,156	13,164
2800	Travel, Training	0	0	5,000	5,000	3,500
3000	Supplies	0	4,608	12,380	12,381	5,000
3120	Small Tools & Equipment	0	0	0	0	0
Total ARPA Operating Expenditures		**0**	**9,909**	**117,536**	**117,537**	**47,500**
Total Tourism Expenditures		**98,559**	**243,111**	**503,961**	**490,232**	**527,030**

	Farragut Museum Expenditures	2021-2022	2022-2023	2023-2024	2023-2024	2024-2025
	Historical Data is in the					
44520	***General Fund***	**Actual**	**Actual**	**Budget**	**Estimated**	**Proposed**
	Regular Part-Time Employee					
1140	Wages	0	0	32,500	10,000	32,500
1410	Social Security & Medicare Tax	0	0	2,486	150	2,486
	Total Personnel	0	0	34,986	10,150	34,986
2210	Printing	0	0	5,000	0	2,000
2350	Dues/Subscriptions	0	0	1,190	475	475
2540	Professional Services	0	0	1,500	0	0
2800	Travel, Training	0	0	1,500	0	500
3000	Supplies	0	0	5,800	251	8,000
3120	Small Tools/Equipment	0	0	14,535	0	14,000
3610	Programs	0	0	3,500	1,750	7,500
	Total Operating Expenditures	**0**	**0**	**33,025**	**2,476**	**32,475**
	Total Museum Expenditures	**0**	**0**	**68,011**	**12,626**	**67,461**
	Total Tourism Fund Expenditures	**98,559**	**243,111**	**571,972**	**502,858**	**594,491**
	Ending Balance	**534,407**	**909,622**	**963,186**	**1,169,300**	**1,187,309**

ARPA Fund-316

		FY2021-22 Actual	FY2022-23 Actual	FY2023-24 Estimated	FY2024-25 Proposed
	Beginning Balance	**0**	**3,361,916**	**6,642,843**	**4,300,933**
316	**Revenues**				
33193	Federal ARPA Grant 1	3,527,626	0	0	0
33194	Federal ARPA Grant 2	0	3,527,626	0	0
36190	Interest	6,707	221,106	236,786	100,000
34840	TDEC Non-Competitive Grant-Design Services **(Stormwater Master Plan)**	0	0	893,445	0
34840	Construction Services **(Stormwater Improvements)**	0	0	828,121	0
	ARP Competitive Grant-Parking Facility	0	0	2,017,591	0
	Total Revenues	**$3,534,333**	**$3,748,732**	**$3,975,943**	**$100,000**

		FY2021-22 Actual	FY2022-23 Actual	FY2023-24 Estimated	FY2024-25 Proposed
	Expenditures				
41830-9210	Town Hall Building Improvements	0	0	4,000,000	0
41830-9311	Stormwater Parking Facilities	47,113	65,303	0	2,500,000
41992-9450	Broadband Infrastructure	0	0	246,500	1,786,074
43150-4810	Stormwater Master Plan	0	402,502	600,000	0
43150-9340	Stormwater Improvements	0	0	1,471,353	0
	Total Expenditures	**$180,743**	**$467,805**	**$6,317,853**	**$4,286,074**
	Ending Balance	**3,353,590**	**6,642,843**	**4,300,933**	**114,859**

Equipment Replacement Fund-314

		FY2021-22 Actual	FY2022-23 Actual	FY2023-24 Budget	FY2023-24 Estimated	FY2024-25 Proposed
	Beginning Balance	**980,176**	**1,053,124**	**1,004,483**	**1,004,483**	**972,817**
314	**Revenues**					
36190	Interest	2,262	32,089	7,000	58,538	20,000
36250	Sale of equipment Proceeds	19,750	89,613	0	19,857	0
	Total Revenues	**22,012**	**121,702**	**7,000**	**78,395**	**20,000**
	Other Funding Sources					
37940	Transfer from General Fund	200,000	400,000	215,000	215,000	725,000
	Total Other Funding Sources	**200,000**	**400,000**	**215,000**	**215,000**	**725,000**
	Expenditures					
43949						
9490	Major Equipment	149,064	570,343	339,000	325,061	375,000
	Total Expenditures	**149,064**	**570,343**	**339,000**	**325,061**	**375,000**
	Revenue over (under) expenditure	72,948	-48,641	-117,000	-31,666	370,000
	Ending Balance	**1,053,124**	**1,004,483**	**887,483**	**972,817**	**1,342,817**

ADA Capital Projects-313

		2021-2022 Actual	2022-2023 Actual	2023-2024 Approved	2023-2024 Estimated	2024-2025 Proposed
	Beginning Balance	**172,932**	**222,972**	**383,854**	**383,854**	**553,858**
	Revenues					
36190	Interest Earnings	452	10,882	1,000	20,004	1,000
	Revenue Total	**452**	**10,882**	**1,000**	**20,004**	**1,000**
42900	**Expenditures**					
929	Improvements	0	0	0	0	0
	Expenditure Total	**0**	**0**	**0**	**0**	**0**
51600	**Transfer to other funds**					
767	State Street Aid	0	0	0	0	0
771	Capital Fund	0	0	0	0	0
	Total Transfers out	**0**	**0**	**0**	**0**	**0**
	Other Funding Sources					
37940	Transfer from General Fund	50,000	150,000	150,000	150,000	150,000
	Total Transfers in	**50,000**	**150,000**	**150,000**	**150,000**	**150,000**
	Revenue over (under) expenditures	50,452	160,882	151,000	170,004	151,000
	Ending Balance	**223,384**	**383,854**	**534,854**	**553,858**	**704,858**

Insurance Fund-611

		FY2021-22 Actual	FY2022-23 Actual	FY2023-24 Approved	FY2023-24 Estimated	FY2024-25 Proposed
	Beginning Balance	**99,717**	**99,924**	**497,598**	**497,598**	**270,376**
611	**Revenues**					
36190	Interest	207	8,644	1,000	18,618	1,000
	Insurance Reimbursement	0	0	4,160	4,160	0
	Total Revenues	**207**	**8,644**	**5,160**	**22,778**	**1,000**
	Other Funding Sources					
37940	Transfer from General Fund	0	500,000	0	0	50,000
41000-100	Transfer to General Fund	0	0	0	0	0
	Total Other Funding Sources	**0**	**500,000**	**0**	**0**	**50,000**
	Expenditures					
41650-5940	Annuity	0	0	125,000	125,000	0
41650-5940	OPEB Administrative Expense	0	15,587	12,850	12,850	0
41650-6000	Retirement Benefit	0	70,374	60,150	60,150	30,000
41650-1420	OPEB Health Cost	0	25,009	52,000	52,000	52,000
	Total Expenditures	**0**	**110,970**	**250,000**	**250,000**	**82,000**
	Ending Balance	**99,924**	**497,598**	**252,758**	**270,376**	**239,376**

Capital Investment Program-310							
Beginning Balance	**14,332,048**	**10,111,832**	**11,161,832**	**8,975,832**	**9,890,832**	**11,590,832**	
Greenways & General Government Projects	**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**Total**
Land Acquisition	0	0	300,000	300,000	300,000	300,000	**1,200,000**
KP Pedestrian Underpass at N. Fork Turkey Creek	0	0	130,000	635,000	0	0	**765,000**
Sonja Drive/Admiral Road Sidewalk (Phases 1-3)	1,250,000	0	0	0	0	0	**1,250,000**
Campbell Station Inn Improvements	750,000	0	0	0	0	0	**750,000**
Red Mill Trailhead	0	170,000	0	0	0	0	**170,000**
Everett Road Greenway Connection	0	0	70,000	0	0	0	**70,000**
Public Works Facility Improvements	25,000	0	0	0	0	0	**25,000**
Town Facilities Security Plan	128,000	72,000	75,000	0	0	0	**275,000**
General Government Projects Total	**2,153,000**	**170,000**	**500,000**	**935,000**	**300,000**	**300,000**	**4,358,000**
Parks	**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**Total**
MBLP Field 1 & 2 Turf Replacement	1,841,880	0	0	0	0	0	**1,841,880**
MBLP Walk trail and ADA Repair & Repaving	180,000	0	0	0	0	0	**180,000**
McFee Park Phase 5: Dog Park & Storage	465,336	0	0	0	0	0	**465,336**
MBLP Pickleball Courts	1,450,000	0	0	0	0	0	**1,450,000**
McFee Park Splash Pad Elements	50,000	0	0	80,000	0	0	**130,000**
Sand Volleyball Complex Reconstruction	0	50,000	0	0	0	0	**50,000**
Anchor Park Fence	0	0	175,000	0	0	0	**175,000**
Anchor Park Playground	0	0	300,000	0	0	0	**300,000**
McFee Park: Pavilion & Restrooms	0	0	535,000	0	0	0	**535,000**
MBLP Trail Lighting Update	0	0	0	125,000	0	0	**125,000**
MBLP Field 3 Turf Replacement	0	0	0	725,000	0	0	**725,000**
McFee Tennis & Basketball Court Resurfacing	0	0	0	40,000	0	0	**40,000**
Parks Total	**3,987,216**	**50,000**	**1,010,000**	**970,000**	**0**	**0**	**6,017,216**
Engineering Projects	**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**Total**
Stormwater Improvements	200,000	200,000	200,000	200,000	200,000	200,000	**1,200,000**
Boyd Station Road Roundabout	760,000	0	0	0	0	0	**760,000**
Boyd Station Road Improvements - Town Participation	465,000	0	0	0	0	0	**465,000**
Boyd Station Road Greenway	40,000	0	0	0			**40,000**
Union Road Improvements	7,900,000	0	0	0	0	0	**7,900,000**
Virtue Road-Phase II (Brookmere to Boyd Station)	925,000	0	7,480,000	0	0	0	**8,405,000**
Turkey Creek Greenway/Road Improvements	500,000	0	2,000,000	0	0	0	**2,500,000**
Watt Road Roundabout	0	850,000	0	0	0	0	**850,000**
Concord Road/Loop Road Signal	700,000		0				**700,000**
Campbell Station Road/Jamestowne Signal		700,000	0				**700,000**
Evans Road Improvements	0	0	0	0	820,000	730,000	**1,550,000**
Engineering Total	**11,490,000**	**1,750,000**	**9,680,000**	**200,000**	**1,020,000**	**930,000**	**25,070,000**

CIP Expenditure Total	**17,630,216**	**1,970,000**	**11,190,000**	**2,105,000**	**1,320,000**	**1,230,000**	**35,445,216**
Funding Sources	**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**Total**
L-STBG Funding (Virtue Road)	740,000	0	5,984,000	0	0	0	**6,724,000**
L-STBG Funding (Union Road)	6,320,000	0	0	0	0	0	**6,320,000**
LPRF Grant	1,250,000	0	0	0	0	0	**1,250,000**
Interest Earnings	100,000	20,000	20,000	20,000	20,000	20,000	**200,000**
Transfer from General Fund	5,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	**20,000,000**
CIP Reserves	4,220,216	0	2,186,000	0	0	0	**6,406,216**
Funding Total	**17,630,216**	**3,020,000**	**11,190,000**	**3,020,000**	**3,020,000**	**3,020,000**	**47,908,288**
Total CIP Funding Sources	17,630,216	3,020,000	11,190,000	3,020,000	3,020,000	3,020,000	**47,908,288**
Total CIP Expenditures	17,630,216	1,970,000	11,190,000	2,105,000	1,320,000	1,230,000	**41,526,636**
Revenue over (under) expenditures	**0**	**1,050,000**	**0**	**915,000**	**1,700,000**	**1,790,000**	
Ending Balance	**10,111,832**	**11,161,832**	**8,975,832**	**9,890,832**	**11,590,832**	**13,380,832**	
Assigned Fund Balance							
Greenway Connectors	0	0	0	0	0		
Land Acquisition	0	0	0	300,000	600,000	900,000	
Stormwater Projects	562,034	762,034	962,034	1,162,034	1,362,034	1,562,034	
Outstanding Projects	2,333,572	2,333,572	2,333,572	2,333,572	2,333,572	2,333,572	
Total Assigned Balance	**2,895,606**	**3,095,606**	**3,295,606**	**3,795,606**	**4,295,606**	**4,795,606**	
Available Fund Balance	**7,216,226**	**8,066,226**	**5,680,226**	**6,095,226**	**7,295,226**	**8,585,226**	

AGENDA NUMBER V.A.2.a. **MEETING DATE:** **June 13, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Bart Hose, Assistant Community Development Director

SUBJECT: Ordinance 24-06, first reading of an ordinance to amend the Farragut Municipal Code, Chapter 109-Signs, to add provisions for canopy and projecting signs in portions of the Town, J.A. Fielden, Applicant.

INTRODUCTION AND BACKGROUND: This item involves proposed amendments to the Town Sign Ordinance to permit "canopy signs" and larger second story "perpendicular projecting signs" in the Mixed-Use Town Center (MUTC) area. Examples of these sign types are included in the packet. In both cases, these sign types are not currently allowed within this area of the Town. The proposed amendments also propose several other minor changes to the ordinance that are related to the canopy and projecting sign types. The Planning Commission and the Visual Resources Review Board (VRRB) have both reviewed the proposed amendments and recommended their adoption.

DISCUSSION: The Mixed-Use Town Center (MUTC) area is intended to be a walkable, mixed-use development area, with two to three story buildings, and a downtown aesthetic and feel. The Town's Architectural Design Standards encourage two plus story buildings, with pedestrian friendly building façades including abundant windows, display areas, and canopies or awnings in the MUTC. The resulting type and form of development in the area lends itself to a wider array of sign types than is currently provided for in the Sign Ordinance. With this in mind, the applicant has requested ordinance amendments to provide for canopy mounted signs and larger second story projecting signs. In response, the Town staff prepared proposed amendments to allow and set development standards for both types of signs (see enclosed ordinance). The amendments were developed over two months and included discussions at two staff developer meetings, two planning commission meetings, and a VRRB meeting. The proposed amendments include new or revised definitions related to canopy signs and projecting signs, along with standards for the location, size, design, and lighting of both sign types. The maximum permittable size of these signs in relation to the building and the MUTC area was a particular concern, and it was discussed in depth by the Planning Commission and the VRRB.

RECOMMENDATION: The proposed ordinance amendments would provide for two sign types not currently allowed for but viewed as reasonable and desirable additions in the MUTC area. The proposed amendments and Ordinance 24-06 have been reviewed and unanimously recommended for adoption by the Planning Commission at its May 16, 2024, meeting and the Visual Resources Review Board at its May 28, 2024, meeting. As such, the staff recommends approval of Ordinance 24-06.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

ORDINANCE: **24-06**
PREPARED BY: **Hose/Marlowe**
REQUESTED BY: **J.A. Fielden**
1ST READING: **June 13, 2024**
2ND READING: **June 27, 2024**
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, CHAPTER 109-SIGNS, TO ADD PROVISIONS FOR CANOPY AND PROJECTING SIGNS IN PORTIONS OF THE TOWN.

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Chapter 109-Signs, to provide for canopy signs and projecting sign in portions of the Town.

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

SECTION 1.

The Farragut Municipal Code, Chapter 109-Signs, Section 109-6., Definitions., is hereby amended by adding or modifying the following definitions as follows:

Canopy means an approved permanent flat roofed structural building element, constructed of metal or wood, and attached to a building for the purposes of covering an entrance way, seating area, or window area. The definition of a canopy as applied in this chapter within this ordinance is distinctly different from a fabric cover or other type of awning covering, and shall also not include gas station, drive-through facilities, ATMs, and similar facility canopies.

Canopy sign means an approved sign mounted to or immediately above the front fascia of a building canopy, including any needed supports attached to the canopy roof behind the fascia.

Perpendicular projecting sign, minor means a small blade or similar type sign that projects in a perpendicular direction from a building wall or hangs from a bracket that projects from a building wall in the immediate vicinity of a building/business entrance and above pedestrian height.

Perpendicular projecting sign, major means larger sign that projects in a perpendicular direction from a building wall located above the first story (ground floor) of a building.

SECTION 2.

The Farragut Municipal Code, Chapter 109-Signs, Section 109-12., "Sign regulations by land use and/or zoning districts", Subsection (c) "Signs permitted for developments being used for single-use non-residential purposes, including freestanding churches and schools" is hereby amended by adding the following:

(12) *Canopy Sign – Mixed-Use Town Center Area.* Due to its emphasis on the pedestrian, within the Mixed-Use Town Center area each principal building (single tenant/business), with a qualifying canopy structure shall be permitted one canopy sign, provided the following criteria are met:

a. Such a sign shall only be allowed in the place of an otherwise permittable wall sign.

b. Such a sign shall be located above and in the immediate vicinity of a primary public business entrance (*these signs* are intended to identify the public entranceway).

c. Such a sign shall be located so that a building elevation provides a backdrop for the sign. Such a sign cannot extend above the associated building's roof line.

d. The maximum permittable size (area) for such a sign shall be .75 square feet for each linear foot of the exterior building wall located behind and providing a backdrop for the canopy sign. Sign area shall be measured in the same manner as wall signs ("boxing" all sign elements).

e. The maximum permittable height of any individual letter, numeral, character or element used on a sign shall not exceed 1.3 inches of height for each linear foot of exterior wall height located behind and providing a backdrop for the sign up to a maximum of a 24-foot high wall.

f. The maximum permittable sign height (top to bottom of sign), including all sign elements, shall be two inches for each linear foot of exterior building wall height located behind and providing a backdrop for the sign, up to a maximum of a 24-foot-high wall.

g. Such a sign shall be mounted on the canopy in a manner so that no sign element shall extend below the canopy fascia.

h. Such a sign shall be restricted to channel type individual letter/numeral elements, provided however, that minor secondary sign elements, such as logos and tag lines, may be allowed to utilize cabinet pill box designs provided, they are clearly subservient to the larger sign and are located/mounted in a visually unobtrusive manner (typically to the canopy fascia).

i. Sign lighting may be face lit, halo/reverse lit, or externally lit.

j. The color of channel lettering (main) shall be limited to white, black, or solid silver/gray/natural aluminum. This shall include all returns and other components. Night lighting for such lettering shall be white. Secondary sign elements (logos and tag lines) may utilize other colors upon approval by the sign administrator.

k. Sheet backer panels shall not be permitted to extend above or below the canopy fascia, individual channel letters extending above the canopy fascia may have individually cut backers corresponding to the letter. Raceways, powered or unpowered, shall be mounted in an unobtrusive manner on or behind the canopy fascia.

l. Such a sign and canopy shall comply with adopted building code requirements and be fully reviewed and inspected to assure that the canopy structure can support the proposed sign and the sign is adequately secured to said structure.

(13) *Perpendicular projecting sign, minor – Mixed-Use Town Center and Mixed-Use Neighborhood*. Due to its emphasis on the pedestrian, within the Mixed-Use Town Center and Mixed-Use Neighborhood land use areas, an individual tenant may be permitted one non-illuminated minor (blade or similar type) projecting sign near the principal entrance not to exceed four square feet in size. Such sign shall comply with adopted building code clearance requirements and shall be hung perpendicular to the building.

(14) *Perpendicular projecting sign, major – Mixed-Use Town Center*. Due to its emphasis on the pedestrian and a more urban development form, within the Mixed-Use Town Center area, a business/building may be permitted one major ("2nd" story) projecting sign, provided the following criteria are met:

a. Such a sign shall only be allowed in the place of an otherwise permittable wall sign. Where a business, because of its location, is permitted two wall signs, they may choose to mount both the perpendicular projecting sign and their second permissible wall sign on the same building elevation.

b. The sign is attached to the building and is mounted so that the face of the sign is perpendicular to the building wall and to the normal flow of street and foot traffic.

c. The maximum permittable size (area) for such a sign shall be .75 square feet for each linear foot of wall along the exterior of the building elevation upon which the sign is mounted. Sign area shall be measured in the same manner as wall signs (including the "boxing" all sign elements where applicable).

d. The sign shall not project more than 36 inches from the building wall, including mounting brackets and similar components (these signs are intended to display their message vertically with the building wall and be longer/taller than they are wide).

e. The sign must be mounted above the first story/ground floor (or what appears to be the first story) of the building, including all first story/ground floor windows and architectural building elements defining the boundary/transition between the first and second stories, and/or be at least 10 feet above the sidewalk grade, whichever is the greater.

f. The sign cannot extend above the top of the building wall (including parapets) and/or any building cap elements including but not limited to decorative architectural cornices.

g. The sign cannot project beyond/across the property/right-of-way line, and must be clear of any overhead utilities, easements, and/or associated maintenance zones. Where overhead utilities are present (including cellular facilities), the relevant utility provider must provide written documentation that the proposed sign's location does not create a conflict with their facilities.

h. Such signs may be solid opaque panel construction with either mounted channel letters or with routed and backed letters (only the lettering and associated logos and other approved sign elements may be lit). Such panels may be any color provided for or similar to those included in the Town's adopted color palette for building trims

and accent colors as determined by the sign administrator.

i. Sign lighting may be internal face lit or halo/reverse lit but shall not include lighting types/styles/elements that create glare as described in the Town's Outdoor Lighting requirements and determined by the sign administrator.

j. The color of lettering (main) shall be limited to white, black, or solid silver/gray/natural aluminum. This shall include all returns and other components where individual channel type letters are used. Night lighting for such lettering shall be white. Secondary sign elements (logos and tag lines) may utilize other colors upon approval by the sign administrator.

k. Such sign and its attachment to the building shall comply with all adopted building code requirements and be fully reviewed and inspected to assure that it is properly designed and attached to the building.

SECTION 3.

The Farragut Municipal Code, Chapter 109-Signs, Section 109-12., "Sign regulations by land use and/or zoning districts", Subsection (d) "Signs permitted for developments being used for multiple use buildings or multiple building complexes for commercial purposes, offices, or governmental facilities", Part (8) Projecting sign - Mixed-Use Town Center and Mixed-Use Neighborhood is hereby amended by adding the word "minor" following the term "Projecting sign" in the first sentence, said amended Part (8) to read as follows:

(8) *Perpendicular projecting sign, minor – Mixed-Use Town Center and Mixed-Use Neighborhood.* Due to its emphasis on the pedestrian, within the Mixed-Use Town Center and Mixed-Use Neighborhood land use areas, an individual tenant may be permitted one non-illuminated minor (blade or similar type) projecting sign near the principal entrance not to exceed four square feet in size. Such sign shall comply with adopted building code clearance requirements and shall be hung perpendicular to the building.

SECTION 4.

The Farragut Municipal Code, Chapter 109-Signs, Section 109-12., "Sign regulations by land use and/or zoning districts", Subsection (d) "Signs permitted for developments being used for multiple use buildings or multiple building complexes for commercial purposes, offices, or governmental facilities", is hereby amended by adding the following:

(13) *Canopy Sign – Mixed-Use Town Center Area.* Due to its emphasis on the pedestrian, within the Mixed-Use Town Center area each tenant within a multiple tenant development, with a qualifying canopy structure associated with their tenant space, shall be permitted one canopy sign, provided the following criteria are met:

a. Such a sign shall only be allowed in the place of an otherwise permittable wall sign.

b. Such a sign shall be located above and in the immediate vicinity of a primary public business entrance (*these signs* are intended to identify the public entranceway).

c. Such a sign shall be located so that a building elevation provides a backdrop for the sign. Such a sign can also not extend above the associated building's roof line.

d. The maximum permittable size (area) for such a sign shall be .75 square feet for each linear foot of tenant space based on width of the tenant space along the exterior of the building wall located behind and providing a backdrop for the canopy sign. Sign area shall be measured in the same manner as wall signs ("boxing" all sign elements).

e. The maximum permittable height of any individual letter, numeral, character or element used on a sign shall not exceed 1.3 inches of height for each linear foot of exterior wall height located behind and providing a backdrop for the sign up to a maximum of a 24-foot high wall.

f. The maximum permittable sign height (top to bottom of sign), including all sign elements, shall be 2 inches for each linear foot of exterior building wall height located behind and providing a backdrop for the sign, up to a maximum of a 24-foot-high wall.

g. Such a sign shall be mounted on the canopy in a manner so that no sign element (lettering and/or logo) shall extend below the canopy fascia.

h. Such a sign shall be restricted to channel type individual letter/numeral elements, provided however, that minor secondary sign elements, such as logos and tag lines, may be allowed to utilize cabinet pill box designs provided, they are clearly subservient to the larger sign and are located/mounted in a visually unobtrusive manner (typically to the canopy fascia).

i. Sign lighting may be face lit, halo/reverse lit, or externally lit.

j. The color of channel lettering (main) shall be limited to white, black, or solid silver/gray/natural aluminum. This shall include all returns and other components. Night lighting for such lettering shall be white. Secondary sign elements (logos and tag lines) may utilize other colors upon approval by the sign administrator.

k. Sheet backer panels shall not be permitted to extend above or below the canopy fascia, individual channel letters extending above the canopy fascia may have individually cut backers corresponding to the letter. Raceways, powered or unpowered, shall be mounted in an unobtrusive manner on or behind the canopy fascia.

l. Such a sign and canopy shall comply with adopted building code requirements and be fully reviewed and inspected to ensure that the canopy structure can support the proposed sign and the sign is adequately secured to said structure.

(14) *Perpendicular projecting sign, major – Mixed-Use Town Center*. Due to its emphasis on the pedestrian and a more urban development form, within the Mixed-Use Town Center area, a business/building may be permitted one major ("2nd" story) projecting sign, provided the following criteria are met:

a. Such a sign shall only be allowed in the place of an otherwise permittable wall sign. Where a business, because of its location, is permitted two wall signs, they may choose to mount both the perpendicular projecting sign and their second permissible

wall sign on the same building elevation.

b. The sign is attached to the building and is mounted so that the face of the sign is perpendicular to the building wall and to the normal flow of street and foot traffic.

c. The maximum permittable size (area) for such a sign shall be .75 square feet for each linear foot of tenant space based on width of the tenant space along the exterior of the building wall/elevation upon which the sign is mounted. Sign area shall be measured in the same manner as wall signs (including the "boxing" all sign elements where applicable).

d. The sign shall not project more than 36 inches from the building wall, including mounting brackets and similar components (these signs are intended to display their message vertically with the building wall and be longer/taller than they are wide).

e. The sign must be mounted above the first story/ground floor (or what appears to be the first story) of the building, including all first story/ground floor windows and architectural building elements defining the boundary/transition between the first and second stories, and/or be at least 10 feet above the sidewalk grade, whichever is the greater.

f. The sign cannot extend above the top of the building wall (including parapets) and/or any building cap elements including but not limited to decorative architectural cornices.

g. The sign cannot project beyond/across the property/right-of-way line, and must be clear of any overhead utilities, easements, and/or associated maintenance zones. Where overhead utilities are present (including cellular facilities), the relevant utility provider must provide written documentation that the proposed sign's location does not create a conflict with their facilities.

h. Such signs may be solid opaque panel construction with either mounted channel letters or with routed and backed letters (only the lettering and associated logos and other approved sign elements may be lit). Such panels may be any color provided for or similar to those included in the Town's adopted color palette for building trims and accent colors as determined by the sign administrator.

i. Sign lighting may be internal face lit or halo/reverse lit but shall not include lighting types/styles/elements that create glare as described in the Town's Outdoor Lighting requirements and determined by the sign administrator.

j. The color of lettering (main) shall be limited to white, black, or solid silver/gray/natural aluminum. This shall include all returns and other components where individual channel type letters are used. Night lighting for such lettering shall be white. Secondary sign elements (logos and tag lines) may utilize other colors upon approval by the sign administrator.

k. Such a sign and its attachment to the building shall comply with all adopted building code requirements and be fully reviewed and inspected to ensure that it is properly designed and attached to the building.

SECTION 5.

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

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2024, with approval recommended.

_____
Scott Russ, Chairman

_____
Shannon Preston, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Proposed Amendments for Canopy and Perpendicular Projecting Signs. Amending Ordinance 24-06 (proposed)

The amendments for canopy and perpendicular projecting signs proposed by Ordinance 24-06 affect several different sections and/or subsections of the Town's existing sign ordinance. These include Section 109-6. Definitions.; Section 109-12. Sign regulations by land use and/or zoning districts., Subsection (c) "*Signs permitted for developments being used for single-use non-residential purposes, including freestanding churches and schools.*"; and Subsection (d) "*Signs permitted on land for multiple use buildings or multiple building complexes for commercial purposes, offices, or government facilities*". These Sections and subsections of the existing ordinance are included below with the proposed amendments inserted for context. Existing text that is being amended or replaced is shown in red and struck through. The proposed new text is shown in blue.

Section 109-6. Definitions.

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

Abandoned sign means any sign, including its supporting structure, erected in conjunction with a particular use, for which the use has been discontinued for a period of 90 days or more, or a lawfully erected temporary sign for which the time period allowed for display of the sign has expired.

Architectural compatibility means visual harmony and consistency with regard to color, building/sign materials, style, mounting, and illumination.

Athletic field means a piece of land designed, approved, and dedicated for playing a game.

Banner sign means any sign of flexible lightweight material that allows movement caused by wind. A flag, as defined herein, shall not be considered a banner sign.

Canopy means an approved permanent flat roofed structural building element, constructed of metal or wood, and attached to a building for the purposes of covering an entrance way, seating area, or window area. The definition of a canopy as applied in this chapter within this ordinance is distinctly different from a fabric cover or other type of awning covering, and shall also not include gas station, drive-through facilities, ATMs, and similar facility canopies.

Canopy sign means an approved sign mounted to or immediately above the front fascia of a building canopy, including any needed supports attached to the canopy roof behind the fascia.

Changeable copy sign means any sign where letters or numbers displayed on the sign are designed to be changed frequently to display different messages.

Dilapidated sign means a sign that is in a bad, unsafe, or unsightly condition due to neglect or misuse.

Flag means a fabric sign of a non-commercial nature with a distinctive color and design that is used as an emblem, standard, decoration, or symbol and that is hoisted on a permanent freestanding flagpole or mounted with a pole attached to a building.

Freestanding sign means a sign that is either anchored in the ground or secured so that it is not subject to being moved by wind and that is independent of any building.

Freestanding building frontage sign means a non-illuminated sign of a solid material with copy that is meant to be readable only to a pedestrian and that is placed near the front of a building.

Gas pump signs means permanent signs, including Federally required safety information, adhered to a gas pump island, and reviewed through a sign permit process.

General occupant sign means a minor sign(s) located on the door or adjoining wall of a principal building's primary public entrance.

Ground-mounted sign means a sign erected on a freestanding frame and not attached to any building. Such signs may be two-sided, provided that both sides cannot be seen simultaneously from any point. Such signs have a solid base with no exposed poles.

Interior accessory freestanding sign means a sign permitted interior to a development and not meant to be readable from a public street, public access easement, or adjacent property.

Interstate/interchange pole sign means a sign permitted near the interstate interchange as stipulated in this ordinance.

Legibility means how easy a sign is to read. This is based on the characteristics of letters, numbers, and characters that make it possible to differentiate one from another.

Manual on Uniform Traffic Control Devices (MUTCD) means the manual produced by the Federal Highway Administration that addresses three specific types of signs: guide, warning, and directional. The manual includes minimum size, height, and placement standards to achieve readability and prevent traffic accidents.

Non-commercial means not naming, advertising, or calling attention to a business or commercial product, service, or activity.

Normal maintenance means replacing lights, painting, staining, repairing a damaged element of a sign, or replacing a sign face that has faded over time with

exposure to the elements with an identical sign face. Normal maintenance shall not include any other modifications to a sign.

Peripheral accessory freestanding sign means a sign permitted near the entrance and exit points to a development.

Permanent ground mounted subdivision sign means a permanent sign permitted near the entrance to a subdivision.

Permanent parcel sign means a wall mounted sign permitted on a principal dwelling unit.

Portable sign means a sign not permanently attached to the ground or a building and is easily removable using ordinary hand tools.

Primary permanent ground mounted sign means the primary sign permitted for a single-use or multiple use non-residential development.

Primary permanent wall mounted sign means the primary wall sign for a development or tenant.

Prohibited sign means any sign not specifically permitted in this ordinance or that is not compliant with the applicable provisions of this ordinance.

~~*Projecting sign* means a sign, other than a wall mounted sign, which is affixed to and projects from a building, wall, or support structure such as a column, forming an angle between said building or wall and the face of the sign.~~

Perpendicular projecting sign, minor means a small blade or similar type sign that projects in a perpendicular direction from a building wall or hangs from a bracket that projects from a building wall in the immediate vicinity of a building/business entrance and above pedestrian height.

Perpendicular projecting sign, major means larger sign that projects in a perpendicular direction from a building wall located above the first story (ground floor) of a building.

Public access easement means a recorded access easement that runs with the land and that provides direct two-way public access to at least two parcels.

Roof sign means any sign attached to a building which projects in part or in whole above the top edge of a building wall.

Sandwich board sign means a freestanding temporary sign, with no moving parts or lights, displayed outside a business during business hours. It is not intended as permanent business signage.

Sign means any letter, number, figure, symbol, trademark, graphic, logo, design, or device mounted or otherwise placed and intended to be visible from outside of a building, used to attract attention in order to advertise, identify, announce, notify, direct, or communicate. Sculptures, artwork, and architectural accents shall not

generally be considered a sign unless they would otherwise be used as outlined in this definition.

Sign area means the entire face of a sign, including the advertising surface and any framing, trim, or molding but not including the supporting structure.

Snipe sign means a sign affixed to trees, utility poles, light poles, fences, or other objects.

Temporary means related to an event or activity that has a limited amount of time.

Temporary freestanding subdivision entrance sign means a sign permitted on a temporary basis near the entrance to a subdivision.

Temporary parcel sign means a sign permitted on a parcel for a temporary event or activity.

Temporary freestanding subdivision sign means a sign permitted on a temporary basis for a subdivision.

Under-canopy sign means a sign that is hung perpendicular to a building under a canopy which projects over the public entrances into a building.

Visibility obstruction means a sign that by virtue of its placement has created a visibility obstruction harmful to the public safety.

Wall sign means a sign attached parallel to and projecting not more than 12 inches from the wall of a building and does not project in part or in whole above the top edge of a building wall.

Window sign means a sign that is painted on, attached to, or suspended directly behind or in front of a window or the glass portion of the door.

Section 109-12. Sign regulations by land use and/or zoning districts.
All signs shall comply with the following regulations. Any sign that is not specifically permitted shall be prohibited.

(c) *Signs permitted for developments being used for single-use non-residential purposes, including freestanding churches and schools*, are as follows:

(1) *Primary permanent ground mounted sign.* Unless provided for otherwise in this chapter, one primary permanent ground mounted sign shall be permitted provided the following criteria are met:

a. *Sign area and setback determination.* The sign area is based on its setback from the front property line. The minimum setback from a front property line is ten feet with the maximum permitted sign face area being

20 square feet. For each additional foot that the sign is set back from the ten-foot minimum, the sign face area may be increased by two square feet with the maximum sign face area being 40 square feet at a 20-foot setback. Sign structures shall also be outside of any platted easements and at least ten feet from any side or rear property line.

b. *Corner lot.* If a property fronts two different public streets, a primary permanent ground mounted sign shall be permitted for each street provided the signs are at least 150 feet apart, as measured from a straight line connecting the closest points of each sign structure. Each sign shall face, in a perpendicular manner, the nearest public street frontage.

c. *Signs on same frontage*. If a property fronts the same public street for at least 400 feet, a second primary permanent ground-mounted sign shall be permitted along such frontage provided the structure of such sign is at least 350 feet from the structure of the other sign permitted along the same frontage.

d. *Height Determination.* Permitted sign height is based on the setback from the front property line. Unless otherwise provided for in Section 109-11, (a)(4), where the sign is set back the minimum of ten feet from the front property line, the maximum permitted height shall be six feet. Beyond this point, two inches of increased allowable sign height shall be permitted for each additional one foot of setback from the front property line up to a maximum of 7.66 feet (92 inches) in overall height (exclusive of addressing) at a 20-foot setback from the front property line.

e. *Addressing*. An additional 18 inches of overall sign height is permitted to enclose or otherwise provide for address numbers. Address numbers shall be at the top of the sign and shall be eight inches in number height. Where a property abuts two public streets and has a sign facing each street, the address numbers shall be required on the sign that is perpendicular to the street with the assigned address.

f. *Landscaping*. Each sign shall be landscaped with at least six shrubs that are a minimum of 12 inches in height and/or an evenly distributed area of seasonal or perennial flowers with such area being not less than 50 square feet. All qualifying landscaping shall be within seven feet of the sign base. Ground-mounted sign placement and site landscaping shall be coordinated to the greatest extent possible as part of the site plan and landscape plan review processes. Landscaping proposed around a ground mounted sign shall also be specifically evaluated in terms of ensuring that the copy on a sign face is not obstructed.

g. *Illumination.* If external illumination is used, such illumination shall be directed only onto the sign face and shall be shielded so that no glare is

created. Each individual light fixture shall not exceed 850 lumens per fixture, and

h. *Sign base and architectural compatibility*. Each newly constructed or reconstructed primary permanent ground mounted sign, regardless of permitted height and sign face area, shall have a *minimum* two-foot above grade base below the sign face. The sign base shall be solid with no exposed poles. The base and other elements of the support structure of the sign shall be constructed of material that is compatible with the primary exterior material(s) used on the principal building(s). Existing ground signs being refaced or altered in a manner requiring a permit, but not undergoing reconstruction, may be required to make incremental improvements in an effort to more fully comply with these standards (move towards compliance) wherever reasonably practicable.

(2) *Temporary parcel sign*. Unless provided for otherwise in this chapter, one temporary parcel sign shall be permitted for the development provided the following criteria are met:

a. Such sign does not exceed 20 square feet in area and six feet in overall height and is placed at least 20 feet from the back of the public street curb or edge of street where curbing is not provided. Temporary parcel signs shall be a minimum of ten millimeters (.39 inches) in thickness and supported by metal t-posts. Banners, pennants, streamers, and similar flexible or wind activated signs shall not be permitted.

b. A temporary parcel sign shall be permitted for no more than 40 calendar days per year with such time tracked through a temporary sign permitting process. During any period when a parcel is offered for sale or property within the parcel is offered for lease, one additional temporary parcel sign shall be permitted on the parcel. Such additional sign shall not be subject to the 40-day limitation but shall be subject to all other physical requirements associated with temporary parcel signs and shall be removed within two days of the termination of the event/activity for which the sign was used. Where the termination of an event/activity is questioned by the sign administrator, the burden shall be on the sign holder to verify that the event/activity has not terminated.

(3) *Primary permanent wall mounted sign*. Unless provided for otherwise in this chapter, each principal building shall be permitted one wall mounted sign which may be installed on any single building elevation subject to the following criteria:

a. *Sign area.* The sign area, unless provided for otherwise in this chapter, shall be based on the width of the building wall (same horizontal plane) on which the sign is to be mounted with one square foot of sign area being permitted for each one linear foot of building width, as measured from

exterior wall edge to exterior wall edge. Such signs shall not exceed 350 square feet, unless provided for otherwise in this chapter.

b. *Corner lot.* Where a principle building directly faces more than one public street or public access easement that provides access to the property, one wall mounted sign shall be permitted for up to two frontages. One of the permitted signs shall be limited to .75 square feet of sign area for each one (1) linear foot of building wall on which the sign is to be mounted.

c. *Buildings exceeding 300 linear feet of wall length.* If a building has more than 300 linear feet of wall length, there shall be a maximum of one sign per principal building entrance. Such signs shall be located within the entrance vicinity. One additional sign may be located anywhere on the building wall. All such signs shall be spaced a minimum of 50 feet apart. Each sign shall be calculated separately with the total sign area of all signs combined not exceeding a ratio of one square foot of sign area for each one linear foot of building wall on which the sign is to be mounted. No individual sign shall exceed 350 square feet. Such signage shall be limited to one wall.

d. *Developments with no paved surfaces in front yard.* If a building has no paved surfaces located in the front yard between the building and the street, one wall mounted sign shall be permitted on the side of the building which fronts upon a public street(s) and one wall mounted sign shall be permitted on the side of the building which faces upon a customer parking area. One of the permitted signs shall be limited to .75 square feet of sign area for each one linear foot of building wall on which the sign is to be mounted. In the case of a corner lot, the owner is permitted a total of two wall mounted signs. The owner may choose between placing the sign on any two of the three qualifying elevations. One of the two permitted signs shall be limited to .75 square feet of sign area for each one linear foot of building wall on which the sign is to be mounted.

e. *Developments abutting the Interstate.* Within the C-2, Regional Commercial District, one wall mounted sign shall be permitted on the building elevation that faces the interstate, provided such elevation is at least 100 linear feet in length. Such building elevation is permitted one square foot of sign area for each one linear foot of building wall on which the sign is to be mounted not to exceed 350 square feet, and

f. *Compatibility.* All wall signs shall be architecturally compatible with the principal building and shall be consistent in terms of sign material, general color, mounting style, and illumination with the other signs on the same building.

(4) *Interior accessory freestanding sign*. For each public street or public access easement that provides direct access to the property, one interior accessory freestanding sign shall be permitted provided the following criteria are met:

a. Such sign shall not exceed six square feet in sign area and four feet in overall height.

b. Such sign shall be at least 60 feet from any property line.

c. Such sign shall be at least five feet from any parking lot or accessway curb.

d. Such sign shall not create a visibility obstruction, and

e. Such sign shall have a base constructed of material that is compatible with the primary exterior material used on the principal building(s).

(5) *Peripheral accessory freestanding sign*. For each accessway (driveway) that provides direct access to the property from a public street or approved public access easement, two peripheral accessory freestanding signs (one per each side of the accessway) shall be permitted provided the following criteria are met:

a. Such sign(s) shall not exceed two square feet in sign area and 30 inches in overall height.

b. Such sign(s) shall be at least 15 feet from the back of the public street/access easement curb, at least five feet from any parking lot or accessway curb, but no more than 10 feet from any accessway curb.

c. Such sign(s) shall not create visibility obstructions; and

d. Such sign(s) shall have mounting pole(s) or structure(s), including any base, that are architecturally compatible with the building with which it is associated.

For the purposes of this subsection, an accessway (driveway) with a dividing median shall be considered as a single accessway and shall be permitted a total of only two signs located along the outside edges of the access way.

(6) *Window sign*. On each first-floor building elevation, window signage shall be permitted provided the following criteria are met:

a. Window signage shall not exceed 25% of the total window area of a building elevation or 20 square feet (as measured by the cumulative total of all window signs on the same building elevation), whichever is less, and

b. Up to six square feet of window signage may be internally illuminated but shall not have any moving, blinking, color changing, or flashing message.

(7) *Freestanding building frontage sign.* Along one building elevation, one non-illuminated freestanding building frontage sign shall be permitted, provided the following criteria are met:

a. Such sign shall be placed within 10 feet of the building.

b. Such sign shall not obstruct pedestrian facilities.

c. Such sign shall not interfere with or cause the removal of landscaping.

d. Such sign shall not exceed six square feet in sign area and four feet in overall height.

e. Such sign shall only be readable by pedestrians at the building frontage of the development.

f. Such sign shall be removed during non-business hours, and

g. Such sign shall be of a solid (non-flexible) material, such as a sandwich board sign. Banners, pennants, streamers and similar flexible or wind activated signs shall not be permitted.

(8) *Interstate/interchange pole sign*. Establishments located within the C-2 Regional Commercial District shall be permitted one internally illuminated interchange pole sign, subject to the following criteria:

a. The existing lot of record (at the time of this ordinance adoption) for the establishment shall be located within 200 feet of the right of way of the Campbell Station Road/I40 Interchange.

b. Such sign shall not exceed 400 square feet.

c. Such sign shall be set back a minimum of 20 feet from the front property line and ten feet from the side and rear property lines.

d. Such sign shall have a maximum of two sides provided both sides cannot be seen simultaneously from any point, and

e. The maximum height for such sign relative to mean sea level shall be 1,030 feet or 60 feet above the centerline elevation of the interstate road at the point nearest the sign, whichever is less. A certified survey which verifies the sign height shall be submitted to the sign administrator within ten days after the sign is installed.

(9) *Athletic fields*. Athletic field signage on non-government property shall not be visible from public rights of ways and adjacent properties.

(10) *Flag*. Two flags shall be permitted on one freestanding flagpole per 400 feet of property frontage on a public street. Such flags shall not individually exceed 25 square feet in size and 25 feet in mounted height. Flag poles shall meet the setback requirements for principal buildings in the corresponding zoning district.

In lieu of a freestanding flagpole, one building mounted flagpole shall be permitted on the principal building provided the pole does not exceed six feet in length and the flag does not exceed 15 square feet.

(11) *General Occupant sign(s).* General occupant sign(s) shall be permitted provided they are located on the door or the adjoining wall of the principal building's primary entrance, do not exceed a combined total of six square feet in area, are no more than seven feet in height, and are non-illuminated. Where plaques, boards, cabinets, and/or similar devices are utilized to mount or display the sign(s) they shall be architecturally compatible with the primary exterior material used on the principal building.

(12) *Canopy Sign – Mixed-Use Town Center Area.* Due to its emphasis on the pedestrian, within the Mixed-Use Town Center area each principal building (single tenant/business), with a qualifying canopy structure shall be permitted one canopy sign, provided the following criteria are met:

a. Such a sign shall only be allowed in the place of an otherwise permittable wall sign.

b. Such a sign shall be located above and in the immediate vicinity of a primary public business entrance (*these signs* are intended to identify the public entranceway).

c. Such a sign shall be located so that a building elevation provides a backdrop for the sign. Such a sign cannot extend above the associated building's roof line.

d. The maximum permittable size (area) for such a sign shall be .75 square feet for each linear foot of the exterior building wall located behind and providing a backdrop for the canopy sign. Sign area shall be measured in the same manner as wall signs ("boxing" all sign elements).

e. The maximum permittable height of any individual letter, numeral, character or element used on a sign shall not exceed 1.3 inches of height for each linear foot of exterior wall height located behind and providing a backdrop for the sign up to a maximum of a 24-foot high wall.

f. The maximum permittable sign height (top to bottom of sign), including all sign elements, shall be two inches for each linear foot of exterior building wall height located behind and providing a backdrop for the sign, up to a maximum of a 24-foot-high wall.

g. Such a sign shall be mounted on the canopy in a manner so that no sign element shall extend below the canopy fascia.

h. Such a sign shall be restricted to channel type individual letter/numeral elements, provided however, that minor secondary sign elements, such as logos and tag lines, may be allowed to utilize cabinet pill box designs

provided, they are clearly subservient to the larger sign and are located/mounted in a visually unobtrusive manner (typically to the canopy fascia).

i. Sign lighting may be face lit, halo/reverse lit, or externally lit.

j. The color of channel lettering (main) shall be limited to white, black, or solid silver/gray/natural aluminum. This shall include all returns and other components. Night lighting for such lettering shall be white. Secondary sign elements (logos and tag lines) may utilize other colors upon approval by the sign administrator.

k. Sheet backer panels shall not be permitted to extend above or below the canopy fascia, individual channel letters extending above the canopy fascia may have individually cut backers corresponding to the letter. Raceways, powered or unpowered, shall be mounted in an unobtrusive manner on or behind the canopy fascia.

l. Such a sign and canopy shall comply with adopted building code requirements and be fully reviewed and inspected to assure that the canopy structure can support the proposed sign and the sign is adequately secured to said structure.

(13) *Perpendicular projecting sign, minor – Mixed-Use Town Center and Mixed-Use Neighborhood*. Due to its emphasis on the pedestrian, within the Mixed-Use Town Center and Mixed-Use Neighborhood land use areas, an individual tenant may be permitted one non-illuminated minor (blade or similar type) projecting sign near the principal entrance not to exceed four square feet in size. Such sign shall comply with adopted building code clearance requirements and shall be hung perpendicular to the building.

(14) *Perpendicular projecting sign, major – Mixed-Use Town Center*. Due to its emphasis on the pedestrian and a more urban development form, within the Mixed-Use Town Center area, a business/building may be permitted one major ("2nd" story) projecting sign, provided the following criteria are met:

a. Such a sign shall only be allowed in the place of an otherwise permittable wall sign. Where a business, because of its location, is permitted two wall signs, they may choose to mount both the perpendicular projecting sign and their second permissible wall sign on the same building elevation.

b. The sign is attached to the building and is mounted so that the face of the sign is perpendicular to the building wall and to the normal flow of street and foot traffic.

c. The maximum permittable size (area) for such a sign shall be .75 square feet for each linear foot of wall along the exterior of the building elevation upon which the sign is mounted. Sign area shall be measured in the same manner as wall signs (including the "boxing" all sign elements where

applicable).

d. The sign shall not project more than 36 inches from the building wall, including mounting brackets and similar components (these signs are intended to display their message vertically with the building wall and be longer/taller than they are wide).

e. The sign must be mounted above the first story/ground floor (or what appears to be the first story) of the building, including all first story/ground floor windows and architectural building elements defining the boundary/transition between the first and second stories, and/or be at least 10 feet above the sidewalk grade, whichever is the greater.

f. The sign cannot extend above the top of the building wall (including parapets) and/or any building cap elements including but not limited to decorative architectural cornices.

g. The sign cannot project beyond/across the property/right-of-way line, and must be clear of any overhead utilities, easements, and/or associated maintenance zones. Where overhead utilities are present (including cellular facilities), the relevant utility provider must provide written documentation that the proposed sign's location does not create a conflict with their facilities.

h. Such signs may be solid opaque panel construction with either mounted channel letters or with routed and backed letters (only the lettering and associated logos and other approved sign elements may be lit). Such panels may be any color provided for or similar to those included in the Town's adopted color palette for building trims and accent colors as determined by the sign administrator.

i. Sign lighting may be internal face lit or halo/reverse lit but shall not include lighting types/styles/elements that create glare as described in the Town's Outdoor Lighting requirements and determined by the sign administrator.

j. The color of lettering (main) shall be limited to white, black, or solid silver/gray/natural aluminum. This shall include all returns and other components where individual channel type letters are used. Night lighting for such lettering shall be white. Secondary sign elements (logos and tag lines) may utilize other colors upon approval by the sign administrator.

k. Such sign and its attachment to the building shall comply with all adopted building code requirements and be fully reviewed and inspected to assure that it is properly designed and attached to the building.

(d) *Signs permitted on land for multiple use buildings or multiple building complexes for commercial purposes, offices, or government facilities.* The following signs are permitted on land used for multiple use buildings (including schools and churches with multiple buildings) used for commercial purposes, offices, or government facilities or land used for multiple building complexes used for commercial purposes, offices, or government facilities:

(1) *Primary permanent ground mounted sign.* Unless provided for otherwise in this chapter, one primary permanent ground mounted sign is permitted provided the following criteria are met:

a. *Sign area and setback determination.* The sign area is based on its setback from the front property line. Signs with only one entity represented on the sign face shall be subject to the provisions for primary permanent ground mounted signs that govern freestanding establishments in Section 109-12 (c)(1).

i. Where a building has more than one tenant and more than one entity represented on the sign face, the minimum setback from a front property line is ten feet with the maximum permitted sign face area being 20 square feet. Beyond this minimum, for each additional one foot the sign is set back from the ten-foot minimum setback, the sign face area may be increased by four square feet up to a maximum permitted sign face area of 60 square feet at the 20-foot setback from the front property line.

ii. Where a development fronts the same public street for at least 400 feet, the above provided 60 square foot sign may be substituted with two smaller signs along the 400 feet of street frontage. Each smaller sign shall not exceed 40 square feet and shall be at least 150 feet apart, as measured from a straight line connecting the closest points of each sign structure. Such signs shall be set back a minimum of 15 feet from the front property line. This sign option shall be permitted for each 60 square foot sign that would otherwise qualify for the property based on its public street frontage.

iii. In addition to the setback from the front property line, all primary permanent ground-mounted signs and the structures on which they are mounted shall be placed outside of any platted easements and set back at least ten feet from any side or rear property line.

iv. An applicant may use the allocated sign face area to distribute tenant listings in any manner desired, provided the sign administrator and the Visual Resources Review Board approve the arrangement in terms of its legibility, compatibility, and general appearance. As a general guide, the outer dimension of an individual tenant panel should be at

least eight inches in height to provide for the space necessary to improve legibility.

b. *Corner lot.* If a property fronts two different public streets, a primary permanent ground mounted sign shall be permitted for each street provided the signs are at least 150 feet apart, as measured from a straight line connecting the closest points of each sign structure. Each sign shall face, in a perpendicular manner, the nearest public street frontage.

c. *Signs on same frontage.* If a property fronts the same public street for at least 400 feet, a second primary permanent ground-mounted sign shall be permitted along such frontage, provided the structure of such sign is at least 350 feet from the structure of the other sign permitted along the same frontage.

   i. Should a development qualify, as provided for in Subsection a. ii., above, for two smaller primary permanent ground-mounted signs in lieu of one larger 60 square foot primary permanent ground-mounted sign, each 400 feet of public street frontage may have two smaller signs, provided these smaller signs are at least 150 feet apart. Should an owner with the qualifying frontage mix a 60 square foot sign with two smaller 40 square foot signs, the sign nearest the 60 square foot sign shall be at least 350 feet from such sign.

d. *Height Determination.* Permitted sign height is based on the setback from the front property line. Unless otherwise provided for in Section 109-11, (a)4, where the sign is set back the minimum of ten feet from the front property line, the maximum permitted height shall be six feet. Beyond this point, a sign with more than one tenant shall be permitted two inches of increased allowable sign height for each additional one foot of setback from the front property line up to a maximum of 7.66 feet (92 inches) in overall height (exclusive of addressing) at a 20-foot setback from the front property line.

e. *Addressing.* An additional 18 inches of overall sign height is permitted to enclose or otherwise provide for address numbers. Address numbers shall be at the top of the sign and shall be eight inches in number height. Where a property abuts two public streets and has a sign facing each street, the address numbers shall be required on the sign that is perpendicular to the street with the assigned address.

f. *Landscaping.* Each sign shall be landscaped with at least six shrubs that are a minimum of 12 inches in height and/or an evenly distributed area of seasonal or perennial flowers with such area being not less than 50 square feet. All qualifying landscaping shall be within seven feet of the sign base. The placement of landscaping should be evaluated as part of the sign

permit review process to ensure that selected landscaping will not block the sign message.

g. *Illumination.* If external illumination is used, such illumination shall be directed only onto the sign face and shall be shielded so that no glare is created. Each individual light fixture shall not exceed 850 lumens per fixture.

h. *Sign base and architectural compatibility*. Each newly constructed or reconstructed primary permanent ground mounted sign, regardless of permitted height and sign face area, shall have a minimum two-foot above grade base below the sign face. The sign base shall be solid with no exposed poles. The base and other elements of the support structure of the sign shall be constructed of material that is compatible with the primary exterior material(s) used on the principal building(s). Existing ground signs being refaced or altered in a manner requiring a permit, but not undergoing reconstruction, may be required to make incremental improvements in an effort to more fully comply with these standards (move towards compliance) wherever reasonably practicable.

i. *Legibility*. All written and numerical information included on a multiple tenant permanent ground mounted sign shall be legible for a person driving the posted speed limit on the corresponding street. Individual letters or figures used within a logo or emblem are not required to be legible. However, the logo or emblem, as a whole, must be legible. The background color shall be consistent on all tenant panels so that the sign in its entirety has a general cohesion and no single tenant panel appears out of place.

(2) *Temporary parcel sign*. Unless provided for otherwise in this chapter, each tenant is permitted one temporary parcel sign provided the following criteria are met:

a. Such sign does not exceed 20 square feet in area and six feet in overall height and is placed at least 20 feet from the back of the public street curb or edge of street where curbing is not provided. Temporary parcel signs shall be a minimum of ten millimeters (.39 inches) in thickness and supported by metal t-posts. Banners, pennants, streamers, and similar flexible or wind activated signs shall not be permitted.

b. A temporary parcel sign shall be permitted for no more than 40 calendar days per year with such time tracked through a temporary sign permitting process. During any period when a parcel is offered for sale or property within the parcel is offered for lease, one additional temporary parcel sign shall be permitted for the entire development (not each tenant). Window signage may be used for individual tenant spaces for lease. Such additional sign shall not be subject to the 40-day limitation

but shall be subject to all other physical requirements associated with temporary parcel signs and shall be removed within two days of the termination of the event/activity for which the sign was used. Where the termination of an event/activity is questioned by the sign administrator, the burden shall be on the sign holder to verify that the event/activity has not terminated.

(3) *Primary permanent wall mounted sign.* Unless provided for otherwise in this chapter, each separate use within a building which has its own separate and exclusive exterior public entrance to the building shall be permitted one wall mounted sign provided the following criteria are met:

a. *Sign area.* The sign area shall be based on the width of the tenant space on the exterior building wall (same horizontal plane) on which the sign is to be mounted with one square foot of sign area being permitted for each one linear foot of tenant space width as measured from the centers of the exterior wall where the tenant separations occur. If a tenant is on the end of the building, the recognized tenant space would terminate at the end of the building. Such signs shall not exceed 350 square feet, unless provided for otherwise in this chapter. Such wall mounted sign shall be limited to the side of a building which fronts upon a public street/public access easement, faces upon a customer parking area, faces upon a pedestrian mall, or is the point of the principal public access into the establishment.

b. *Corner lot.* Where a tenant directly faces more than one public street or public access easement that provides access to the property, one wall mounted sign shall be permitted for up to two frontages. One of the permitted signs shall be limited to .75 square feet of sign area for each one linear foot of building wall on which the sign is to be mounted.

c. *Tenant space exceeding 300 linear feet.* If an individual tenant has more than 300 linear feet of building wall of lease space, there shall be a maximum of one sign per principal building entrance. Such signs shall be located within the entrance vicinity. One additional sign may be located anywhere on the building wall. All such signs shall be spaced a minimum of 50 feet apart. Each sign shall be calculated separately with the total sign area of all signs combined not exceeding a ratio of one square foot of sign area for each one linear foot of building wall on which the sign is to be mounted. No individual sign shall exceed 350 square feet. Such signage shall be limited to one wall.

d. *Development with no paved surfaces in front yard.* If a building has no paved surfaces located in the front yard between the building and the street, an individual tenant space which is located in the building and fronts upon a public street and faces upon a customer parking area shall be permitted one wall mounted sign on the side of the building which

fronts upon a public street(s) and one wall mounted sign on the side of the building which faces upon a customer parking area. One of the permitted signs shall be limited to .75 square feet of sign area for each one linear foot of building wall on which the sign is to be mounted.

In the case of a corner lot, the owner is permitted a total of two wall mounted signs. The owner may choose between placing the sign on any two of the three qualifying elevations. One of the two permitted signs shall be limited to .75 square feet of sign area for each one linear foot of building wall on which the sign is to be mounted.

e. *Shared entrance building.* With the exception of the O-1-3 and O-1-5 Zoning Districts, a building with multiple uses that all share the public exterior entrances into the building shall be allowed to distribute wall mounted signage from an overall square footage determined by applying one square foot of sign area for each linear foot of building wall on which the sign(s) is(are) to be mounted. Such signs may be calculated separately provided the cumulative total square footage of all signs does not exceed the overall square footage permitted. Such signs shall be limited to the side of the building which fronts a public street or faces upon a customer parking area and shall be compatible in terms of sign material, general color, mounting style, and illumination.

f. *Pedestrian mall.* In the case where a building has a pedestrian mall, the property owner may opt for a different wall signage alternative. When a wall has a pedestrian mall access, each separate use which faces upon such wall shall be permitted one wall sign not to exceed 25 square feet. In addition, each separate use which faces upon the pedestrian mall shall be permitted one wall sign not to exceed 25 square feet with the total signage for mall uses not to exceed 100 square feet. In no case shall a use have more than one sign. Such signs shall be placed on the wall that has the pedestrian mall access and which fronts upon a public street or faces upon a customer parking area. The maximum sign area allowed on such wall shall be one square foot per linear foot of building wall length.

g. *Development abutting the interstate.* Within the C-2, Regional Commercial District, one wall mounted sign shall be permitted on the building elevation that faces the interstate, provided the individual tenant space has at least 100 linear feet of building wall abutting the interstate. Such building elevation is permitted one square foot of sign area for each one linear foot of building wall on which the sign is to be mounted not to exceed 350 square feet: and

h. *Compatibility.* Wall mounted signage within a multiple tenant development shall be compatible in terms of sign material, general color, mounting style, and illumination. Where a center has an existing mixture

of different types of signs, the property owner shall submit to the sign administrator and the VRRB a plan for ensuring compatibility as individual tenant signs transition. Where the property owner does not submit a tenant sign compatibility plan, the sign administrator shall have the authority, in consultation with the VRRB, to determine compatibility and appropriate signage elements for the building/development. The objective is that over time the center will have wall mounted signs that are compatible with each other.

(4) *Interior accessory freestanding sign*. For each public street or public access easement that provides direct access to the property, one interior accessory freestanding sign shall be permitted, provided the following criteria are met:

a. Such sign shall not exceed 12 square feet in sign area and six feet in overall height.

b. Such sign shall be at least 60 feet from any property line.

c. Such sign shall be at least five feet from any parking lot or accessway curb.

d. Such sign shall not create a visibility obstruction, and

e. Such sign shall have a base constructed of material that is compatible with the primary exterior material used on the principal building(s).

(5) *Peripheral accessory freestanding sign*. For each accessway (driveway) that provides direct access to the property from a public street or approved public access easement, two peripheral accessory freestanding signs (one per each side of the accessway) shall be permitted provided the following criteria are met:

a. Such sign(s) shall not exceed two square feet in sign area and 30 inches in overall height.

b. Such sign(s) shall be at least 15 feet from the back of the public street/access easement curb, at least five feet from any parking lot or accessway curb, but no more than 10 feet from any accessway curb.

c. Such sign(s) shall not create visibility obstructions; and

d. Such sign(s) shall have mounting pole(s) or structure(s), including any base, that are architecturally compatible with the building with which it is associated.

For the purposes of this subsection, an accessway (driveway) with a dividing median shall be considered as a single accessway and shall be permitted a total of only two signs located along the outside edges of the access way.

(6) *Window sign*. On each first-floor building elevation, window signage shall be permitted provided the following criteria are met:

a. Window signage shall not exceed 25% of the total window area of an individual tenant or 20 square feet (as measured by the cumulative total of all window signs on the same lease space elevation), whichever is less, and

b. Up to six square feet of window signage may be internally illuminated but shall not have any moving, blinking, color changing, or flashing message.

(7) *Freestanding building frontage sign – Mixed-Use Town Center and Mixed-Use Neighborhood.* Due to its emphasis on the pedestrian, within the Mixed-Use Town Center and Mixed-Use Neighborhood land use areas, each tenant within a multiple tenant development shall be permitted one non-illuminated freestanding building frontage pedestrian-oriented sign, provided the following criteria are met:

a. Such sign shall be placed within ten feet of the building.

b. Such sign shall not obstruct pedestrian facilities and shall only be permitted where the sidewalk along a frontage is at least eight feet in width.

c. Such sign shall not interfere with or cause the removal of landscaping.

d. Such sign shall not exceed six square feet in sign area and four feet in overall height.

e. Such sign shall only be readable by pedestrians at the multiple tenant development.

f. Such sign shall be removed during non-business hours, and

g. Such sign shall be of a solid (non-flexible) material, such as a sandwich board sign. Banners, pennants, streamers and similar flexible or wind activated signs shall not be permitted.

~~(8) *Projecting sign – Mixed-Use Town Center and Mixed-Use Neighborhood.* Due to its emphasis on the pedestrian, within the Mixed-Use Town Center and Mixed-Use Neighborhood land use areas, an individual tenant may be permitted one non-illuminated projecting sign near the principal entrance not to exceed four square feet in size. Such sign shall comply with adopted building code clearance requirements and shall be hung perpendicular to the building.~~

Perpendicular projecting sign, minor – Mixed-Use Town Center and Mixed-Use Neighborhood. Due to its emphasis on the pedestrian, within the Mixed-Use Town Center and Mixed-Use Neighborhood land use areas, an individual tenant may be permitted one non-illuminated minor (blade or similar type) projecting sign near the principal entrance not to exceed four square feet in size. Such sign shall comply with adopted building code clearance requirements and shall be hung perpendicular to the building.

(9) *Under canopy sign*. When the roof of a building is extended as a canopy over the public entrances in the building, one non-illuminated sign per principal entrance shall be permitted. Such signs shall not exceed four square feet in size, shall comply with adopted building code clearance requirements, and shall be hung perpendicular to the building.

(10) *Athletic fields*. Athletic field signage on non-government property shall not be visible from public rights of ways and adjacent properties.

(11) *Flag*. Two flags shall be permitted on one freestanding flagpole per 400 feet of property frontage on a public street. Such flags shall not individually exceed 25 square feet in size and 25 feet in mounted height. Flag poles shall meet the setback requirements for principal buildings in the corresponding zoning district.

In lieu of a freestanding flagpole, one building mounted flagpole shall be permitted on the principal building provided the pole does not exceed six feet in length and the flag does not exceed 15 square feet.

(12) *General Occupant sign(s)*. General occupant sign(s) shall be permitted provided they are located on the door or the adjoining wall of a principal building's primary entrance(s), do not exceed a combined total of six square feet in area (per entrance), are no more than seven feet in height, and are non-illuminated. Where plaques, boards, cabinets, and/or similar devices are utilized to mount or display the sign(s) they shall be architecturally compatible with the primary exterior material used on the principal building. In the case of multi-use (tenant) buildings, each use/tenant with a separate and exclusive entrance shall be treated separately.

(13) *Canopy Sign – Mixed-Use Town Center Area.* Due to its emphasis on the pedestrian, within the Mixed-Use Town Center area each tenant within a multiple tenant development, with a qualifying canopy structure associated with their tenant space, shall be permitted one canopy sign, provided the following criteria are met:

a. Such a sign shall only be allowed in the place of an otherwise permittable wall sign.

b. Such a sign shall be located above and in the immediate vicinity of a primary public business entrance (*these signs* are intended to identify the public entranceway).

c. Such a sign shall be located so that a building elevation provides a backdrop for the sign. Such a sign can also not extend above the associated building's roof line.

d. The maximum permittable size (area) for such a sign shall be .75 square feet for each linear foot of tenant space based on width of the tenant space along the exterior of the building wall located behind and

providing a backdrop for the canopy sign. Sign area shall be measured in the same manner as wall signs ("boxing" all sign elements).

e. The maximum permittable height of any individual letter, numeral, character or element used on a sign shall not exceed 1.3 inches of height for each linear foot of exterior wall height located behind and providing a backdrop for the sign up to a maximum of a 24-foot high wall.

f. The maximum permittable sign height (top to bottom of sign), including all sign elements, shall be 2 inches for each linear foot of exterior building wall height located behind and providing a backdrop for the sign, up to a maximum of a 24-foot-high wall.

g. Such a sign shall be mounted on the canopy in a manner so that no sign element (lettering and/or logo) shall extend below the canopy fascia.

h. Such a sign shall be restricted to channel type individual letter/numeral elements, provided however, that minor secondary sign elements, such as logos and tag lines, may be allowed to utilize cabinet pill box designs provided, they are clearly subservient to the larger sign and are located/mounted in a visually unobtrusive manner (typically to the canopy fascia).

i. Sign lighting may be face lit, halo/reverse lit, or externally lit.

j. The color of channel lettering (main) shall be limited to white, black, or solid silver/gray/natural aluminum. This shall include all returns and other components. Night lighting for such lettering shall be white. Secondary sign elements (logos and tag lines) may utilize other colors upon approval by the sign administrator.

k. Sheet backer panels shall not be permitted to extend above or below the canopy fascia, individual channel letters extending above the canopy fascia may have individually cut backers corresponding to the letter. Raceways, powered or unpowered, shall be mounted in an unobtrusive manner on or behind the canopy fascia.

l. Such a sign and canopy shall comply with adopted building code requirements and be fully reviewed and inspected to ensure that the canopy structure can support the proposed sign and the sign is adequately secured to said structure.

(14) *Perpendicular projecting sign, major – Mixed-Use Town Center*. Due to its emphasis on the pedestrian and a more urban development form, within the Mixed-Use Town Center area, a business/building may be permitted one major ("2nd" story) projecting sign, provided the following criteria are met:

a. Such a sign shall only be allowed in the place of an otherwise permittable wall sign. Where a business, because of its location, is permitted two wall signs, they may choose to mount both the perpendicular projecting sign and their second permissible wall sign on the same building elevation.

b. The sign is attached to the building and is mounted so that the face of the sign is perpendicular to the building wall and to the normal flow of street and foot traffic.

c. The maximum permittable size (area) for such a sign shall be .75 square feet for each linear foot of tenant space based on width of the tenant space along the exterior of the building wall/elevation upon which the sign is mounted. Sign area shall be measured in the same manner as wall signs (including the "boxing" all sign elements where applicable).

d. The sign shall not project more than 36 inches from the building wall, including mounting brackets and similar components (these signs are intended to display their message vertically with the building wall and be longer/taller than they are wide).

e. The sign must be mounted above the first story/ground floor (or what appears to be the first story) of the building, including all first story/ground floor windows and architectural building elements defining the boundary/transition between the first and second stories, and/or be at least 10 feet above the sidewalk grade, whichever is the greater.

f. The sign cannot extend above the top of the building wall (including parapets) and/or any building cap elements including but not limited to decorative architectural cornices.

g. The sign cannot project beyond/across the property/right-of-way line, and must be clear of any overhead utilities, easements, and/or associated maintenance zones. Where overhead utilities are present (including cellular facilities), the relevant utility provider must provide written documentation that the proposed sign's location does not create a conflict with their facilities.

h. Such signs may be solid opaque panel construction with either mounted channel letters or with routed and backed letters (only the lettering and associated logos and other approved sign elements may be lit). Such panels may be any color provided for or similar to those included in the Town's adopted color palette for building trims and accent colors as determined by the sign administrator.

i. Sign lighting may be internal face lit or halo/reverse lit but shall not include lighting types/styles/elements that create glare as described in

the Town's Outdoor Lighting requirements and determined by the sign administrator.

j. The color of lettering (main) shall be limited to white, black, or solid silver/gray/natural aluminum. This shall include all returns and other components where individual channel type letters are used. Night lighting for such lettering shall be white. Secondary sign elements (logos and tag lines) may utilize other colors upon approval by the sign administrator.

k. Such a sign and its attachment to the building shall comply with all adopted building code requirements and be fully reviewed and inspected to ensure that it is properly designed and attached to the building.

Concept Images of Proposed Canopy Signage









BIDDLE F
FARRAGUT TOWN

Example of a Face Lit Sign



Example of a Reverse Lit Sign



East Elevation

A	31.447" Canopy Mount Channel Letters

Total Sign = 44.7 inches tall
Main Letters = 31.4 inches tall
Canopy Fascia = 20 inches tall
Building Wall = 24 feet tall

Rev 1 - JAC 12/18/23 Reduced letters to 35.5"
Rev 2 - JAC 12/19/23 Reduced letters to 35"
Rev 3 - JAC 12/21/23 Increased tagline by 15%
Rev 4 - JH 01-08-24 Added coloring to building, added new signage, revised CMCL to white
Rev 5 - JH 01-09-24 Revised canopy color
Rev 6 - JH 01-19-24 Revised signage design, size, window signage
Rev 7 - JAC 03-13-24 Revised signage design and placement
Rev 8 - JAC 03-28-24 Reduced letters to 30"
Rev 9 - MBJ 04-09-24 Added Double Door Vinyl
Rev 10 - MBJ 04-09-24 Updated Store Hours & Vinyl Color
Rev 11 - CAS 04/10/24 Revised measurements for Door Vinyl



Design Team SIGN COMPANY LLC.

Designer: JAC	Date: 12/15/23	Option # 1 - JAC
Client: Super Chix - Farragut, TN		
File Path: Z/Restaurant/Super Chix/TN/Farragut/112-116 Brooklawn St/ New Build 2024		

☐ Proof Is Approved. Proceed With Production Of Order

☐ Proof Is Approved With Corrections. Make Corrections As Indicated And Proceed With Production Of Order

Signature: _____

I have reviewed this proof in regard to: Sign type; order quantity; and accuracy of icons, symbols, and text (e.g. spelling capitalization, punctuation).

Print Name: _____

Date: _____

MSSA MID SOUTH SIGN ASSOCIATION INC
IFAI MEMBER
ISA
c UL us LISTED
nec

These plans are the exclusive property of Design Team Sign Company and are the result of the original work of its employees. They are submitted to your company for the sole purpose of your consideration of whether to purchase these plans or to purchase from Design Team Sign Company a product manufactured according to these plans. Distribution or exhibition of the plans to anyone other than employees of your company, or use or these plans to construct a product similar to one embodied herein, is expressly forbidden. In the event that exhibition or construction occurs, Design Team Sign Company expects to be reimbursed $500 in compensation for time and effort entailed in creating these plans.


Based on information from the sign company, this is a 36-inch wide, 14-foot tall sign, mounted 12 inches from the wall. Total projection from the wall is 48 inches.
Kingston PIKE SW
ORVIS


TUPELO
HONEY


TUPELO
HONEY
1678
kiss my grits
Image: Columbus Business First

Preliminary Proposal
Tupelo Honey Perpendicular Projecting Sign

9 foot 6 inch tall sign with a total projection of 35 inches, mounted 13 feet above the sidewalk grade.



4 A1.12 **PERSPECTIVE - EXTERIOR ENTRY**



3 A1.12 **EXTERIOR ELEVATION - EAST**
1/8" = 1'-0"



2 A1.12 **EXTERIOR ELEVATION - SOUTH**
1/8" = 1'-0"

LIGHTING SPECIFICATIONS

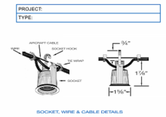
DL-150

PRIMUS — LED – DECOSTRING SERIES

SUSPENDED DECORATIVE STRINGLIGHT SYSTEMS



PROJECT:
TYPE:



SOCKET, WIRE & CABLE DETAILS

Decostrings are a perfect accent lighting solution to add a personal ambience to patios, courtyards, atriums, restaurants, amusement parks and any open area. The "festoon" lighting system is typically strung between two anchorage points with optional intermediary support and electrically wired in series. The bulbs can be hung either symmetrically spaced or randomly spaced to suit the application. Optional shades, guards and lenses complete the architectural design.

SPECIFICATIONS

LAMPHOLDER	Black phenolic, medium base UL weatherproof with hook for optional mounting.
POWER CORD	12/2 G. Black flexible duplex cable, UV rated for extended outdoor use.
SUPPORT CABLE	3/32" SS aircraft catenary cable supports the system, 960# test. Heavier cable available.
TERMINATION KITS	Heavy duty stainless steel hardware available.
LAMPS	Wet location rated LED and incandescent medium base A, G or S style lamps.
DIMMING	Dimmable to 10% with ELV trailing edge type dimmers.
VOLTAGE	120V system (1920 watts max load). No driver or transformer required.
ACCESSORIES	Optional brass, aluminum and acrylic shades. Consult factory for custom shades.
PHOTOMETRY	Bare lamp and shielded "BUG" rated .IES files available.
CERTIFICATION	ETL listed for permenant damp or wet installations. E351421 MADE IN THE USA

PART NUMBER

SERIES	SPACING	VOLTS	LAMP	SHADE-FINISH	TERMINATION KIT	LENGTH
DSD DAMP DSW WET	12 12"(O/C) 18 18"(O/C) 24 24"(O/C) 36 36"(O/C) 48 48"(O/C) (OTHERS, SPECIFY)	120 120V	SELECT FROM LAMP PAGE 3	OPTIONAL SELECT FROM PAGE 4 & 5 OR LEAVE BLANK	OPTIONAL STK STANDARD TERMINATION KIT LTK LIGHTWEIGHT TERMINATION KIT TSK TURNSCKOLE KIT (SEE PAGE 6)	SPECIFY

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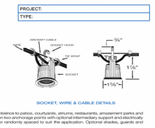
DL-151

PRIMUS — LED – DECOSTRING SERIES

SUSPENDED DECORATIVE STRINGLIGHT SYSTEMS



PROJECT:
TYPE:



SOCKET, WIRE & CABLE DETAILS

Decostrings are a perfect accent lighting solution to add a personal ambience to patios, courtyards, atriums, restaurants, amusement parks and any open area. The "festoon" lighting system is typically strung between two anchorage points with optional intermediary support and electrically wired in series. The bulbs can be hung either symmetrically spaced or randomly spaced to suit the application. Optional shades, guards and lenses complete the architectural design.

SPECIFICATIONS

LAMPHOLDER	Black phenolic, medium base UL weatherproof with hook for optional mounting.
POWER CORD	12/2 G. Black flexible duplex cable, UV rated for extended outdoor use.
SUPPORT CABLE	3/32" SS aircraft catenary cable supports the system, 960# test. Heavier cable available.
TERMINATION KITS	Heavy duty stainless steel hardware available.
LAMPS	Wet location rated LED and incandescent medium base A, G or S style lamps.
DIMMING	Dimmable to 10% with ELV trailing edge type dimmers.
VOLTAGE	120V system (1920 watts max load). No driver or transformer required.
ACCESSORIES	Optional brass, aluminum and acrylic shades. Consult factory for custom shades.
PHOTOMETRY	Bare lamp and shielded "BUG" rated .IES files available.
CERTIFICATION	ETL listed for permenant damp or wet installations. E351421 MADE IN THE USA

PART NUMBER

SERIES	SPACING	VOLTS	LAMP	SHADE-FINISH	TERMINATION KIT	LENGTH
DSD DAMP DSW WET	12 12"(O/C) 18 18"(O/C) 24 24"(O/C) 36 36"(O/C) 48 48"(O/C) (OTHERS, SPECIFY)	120 120V	SELECT FROM LAMP PAGE 3	OPTIONAL SELECT FROM PAGE 4 & 5 OR LEAVE BLANK	OPTIONAL STK STANDARD TERMINATION KIT LTK LIGHTWEIGHT TERMINATION KIT TSK TURNSCKOLE KIT (SEE PAGE 6)	SPECIFY

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PRIMUS — DECOSTRING SHADES & GUARDS

DSG7	7" W X 3" H	CONE SHADE
DSC10	10" W X 3" H	CONE SHADE
DSC12	12" W X 4" H	CONE SHADE
FINISH	ACID ETCHED BRASS OR POWDER COAT	

6 OZ
9 OZ
18 OZ

PROVIDES GOOD BUG RATING

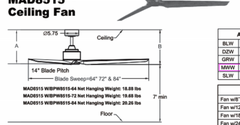


SHOWN: ADED SPACE (AS)

LT-151

TRIAIRE™ CUSTOM
MAD8515 Ceiling Fan**

CHANGE FOR THE BETTER WITH ENERGY STAR



MAD8515 WBP86515-64 Net Hanging Weight: 18.88 lbs
MAD8515 WBP86515-72 Net Hanging Weight: 19.85 lbs
MAD8515 WBP86515-84 Net Hanging Weight: 20.26 lbs

INSTALLATION REQUIREMENTS:
Fan must be attached to a securely anchored electrical junction box capable of withstanding a load of at least 35 lbs.

ELECTRICAL REQUIREMENTS:
Requires a grounded electrical supply line of 120 volts AC, 60 Hz, 15 amp circuit.

MOTOR SPECS:
153 x 25 FS sensorless DC motor is designed for optimal performance with this fan.

BLADES:
3 bladed blade sets are available in plastic materials — all sold separately. See our catalog or visit www.fanimation.com for blade options.

CONTROL OPTIONS:
A WiFi receiver and TR305 hand-held remote control are included. Push button remote control with 16 fan speeds, fresh air, reverse, ON/OFF dimmer light levels, CCT Select (correlated color temperature selection), fan/light timer, home away, safe exit and off button. Visit the Apple APP Store or Google Play Store to download the free fanSync WiFi APP and create your Fanimation fanSync account. Optional TW306 wall control is available — sold separately. Instructions are provide with each control.

LIGHTING OPTIONS:
LK8514 - One 18-watt CCT LED (3000K/4000K/5000K).

DOWNROD OPTIONS:
Fan comes with a 1" dia. x 8" long downrod (DR1S8-S). Optional downrods are available in 12", 18", 24", 36", 48", 60" and 72" lengths. A downrod coupler is available for installations requiring a downrod longer than 72". Fan can be mounted on a sloped ceiling up to 27°. Most sloped ceiling installations require a standard 24" downrod or longer downrod (Measured with BPWS515-54 Blade). Optional sloped ceiling ball kits (SC81-52) are available for slope angles greater than 27° and up to 42°. Optional close-to-ceiling kit is available as well — sold separately. Call technical support for more information.

LOCATION USE:
Fan is rated for dry, damp and wet locations. This fan is for room over 400 sq ft.

Available Finishes	
BLW	Black
DZW	Dark Bronze
GRW	Matte Greige
MWW	Matte White
SLW	Silver

	A	B
Fan w/6" downrod	15.92"	16.42"
Fan w/12" downrod	19.92"	20.42"
Fan w/18" downrod	25.92"	26.42"
Fan w/24" downrod	31.92"	32.42"
Fan w/36" downrod	43.92"	44.42"
Fan w/48" downrod	55.92"	56.42"
Fan w/60" downrod	67.92"	68.42"
Fan w/72" downrod	79.92"	80.42"

Airflow / Energy Efficiency Info
test with BPWS515-54 Blade in 84" sweep

Fan Speed	Max RPM	CFM	CFM / Watts	Amps	Watts
High (16°)	109	10397	342	0.43	30
Med (9°)	66	6891	757	0.14	9
Low (1°)	28	1734	723	0.05	2

Energy Guide FTC
Measured with BPWS515-54 Blades in 84" sweep

Power (W_{avg})	Total At Delivery (CFM_{avg})	Estimated Yearly Energy Cost ($)	Ceiling Fan Efficiency (CFM/W)
21	7927	6	379

EXTERIOR LIGHTING FIXTURE SCHEDULE

TYPE MARK	COUNT	DESCRIPTION	LAMP	WATTS/LAMP	TOTAL FIXTURE WATTS	ADDITIONAL NOTES
DL-150	57	DISC STRING LIGHTS - EXTERIOR	2700K	1.8 W	0.9 W/FT	SEE SPECIFICATIONS FOR MORE INFORMATION
DL-151	20	DISC STRING LIGHTS - EXTERIOR - WITH SHADE	2700K	1.8 W	0.9 W/FT	SEE SPECIFICATIONS FOR MORE INFORMATION
LT-151	5	EXTERIOR CEILING FAN	2700K	---	---	SEE SPECIFICATIONS FOR MORE INFORMATION

PRIMUS — DECOSTRING LAMPS

LED FILAMENT STYLE LAMPS

S14
S14-24/100 – 24K,1.5W, 100L, CLEAR
S14-27/300 – 27K,3.5W, 300L, CLEAR
WHITE OR FROSTED – CONSULT FACTORY



VINTAGE LED LAMPS
CONSULT FACTORY



G16.5
G16.5F–24/325 – 24K, 3.0W, 325L, CLEAR
G16.5F–27/325 – 27K, 3.0W, 325L, CLEAR
G16.5F-24/200 – 24K, 2W, 200L, CLEAR
G16.5F-27/200 – 27K, 2W, 200L, CLEAR
WHITE OR FROSTED – CONSULT FACTORY



A15 & A19
CONSULT FACTORY



S14 VARIOUS COLORS
CONSULT FACTORY



G25
CONSULT FACTORY

* ADD "ISC" SIFFIX FOR SILICONE COATING (FOOD SERVICE)
* SEE INDIVIDUAL DATA SHEETS FOR COMPLETE LAMP SPECIFICATIONS.
* LED LAMPS SPECIFICALLY WET RATED AND DIM DOWN TO 10% WITH A TRAILING EDGE (ELV) DIMMER.

INCANDESCENT LAMPS (OPTIONAL)



S
A15 CLEAR 120V 25W



S
S14 CLEAR 120V 11W
(OTHERS AVAILABLE)



G16.5 CLEAR 120V 25W
1.5 H.W.
G16.5 WHITE 120V 25W



G
S11 CLEAR 120V 7.5W
(OTHERS AVAILABLE)

FULL SPECIFICATION SHEETS AVAILABLE AT PRIMUSLIGHTING.COM.

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AWNING FABRIC SPECIFICATION

Soltis
Proof 502

	Technical properties	Standards
Weight	570g/m² — 16.8 oz/yd²	EN ISO 2286-2
Thickness	0.45 mm — 450 microns	
Width	180 cm — 70 in	
	Length of rolls	
Standard Normal length*	40 m — 43.74 yds	
	Physical properties	
Tensile strength (warp/weft)	200/200 daN/5 cm	EN ISO 1421
Tear strength (warp/weft)	20/20 daN	DIN 53.363
Adhesion	7/7 daN/5 cm	EN ISO 2411
	Surface treatment	
Finish	PVDF Varnish both sides	
	Flame retardancy	
Rating	**M2** NF P 92-507 — **B1** DIN 4102-1 — B5.7637 — **1530.2 et 3** IMO/NZS **M2** UNE 23.727-90 — **M1** UNE 23.725-96 — **Schwerbrennbar Q1 Tr1** CNOMA A 3800 **M2** CSE RF 3/77 — **M1** CSE RF 4/77 — **M1** NFPA 701 — **M1** FMVSS 302 Cond.1 b — **CLASS A** ASTM E84 — **Q1** GOST 30244-94 — CAN/ULC S102 — CRN 84	
Euroclass	**B-s2,d0**	EN 13501-1
	Management systems	
Quality		ISO 9001
	Certifications, labels, warranties, recycling	
	10-year lasctanty — S+ With the Serge Ferrari eco-label, scan or visit our website for more information	
	Tools and services	

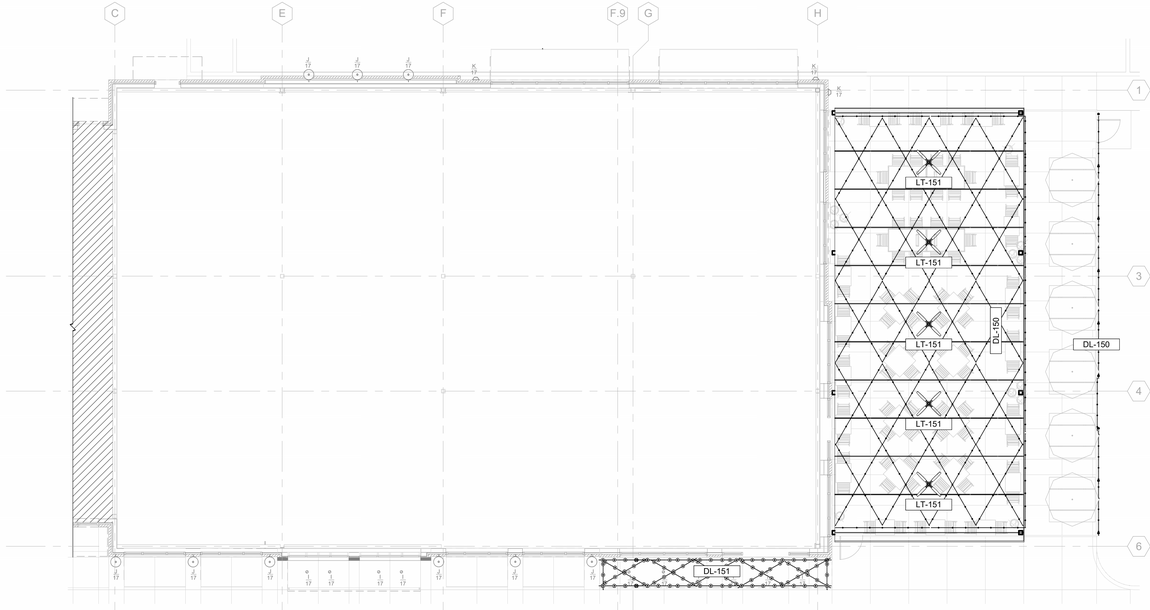
— Maintenance manual available on request

The above technical data represent average values subject to a +/-5% tolerance.
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The values quoted above represent results of tests performed in compliance with common design practices and are provided for information only to enable customers to make the best use of our products. Our products are subject to evolutions due to technical progress, we remain entitled to modify the characteristics of our products at any time. The buyer of our products is responsible for checking the validity of the above data.

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1 A1.12 **1ST FLOOR - EXTERIOR LIGHTING PLAN**
1/8" = 1'-0"

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CLIENT

TUPELO HONEY
SOUTHERN KITCHEN & BAR

CONSULTANTS

PROFESSIONAL SEAL

PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF NEBRASKA

LICENSE NO:A-4230 EXP:12/31/2023

ISSUANCES

#	DESCRIPTION	DATE

REVISIONS

#	DESCRIPTION	DATE

TUPELO HONEY FARRAGUT

126 BIDDLE FARMS BLVD
FARRAGUT, TN 37934

EXTERIOR IMPROVEMENTS

A1.12

PROJECT NUMBER	24-026
DATE	04/30/2024
MANAGED BY AC	DRAWN BY LH
SCALE	1/8" = 1'-0"

streetsense 2021 ©

Autodesk Docs://24-026_Tupelo Honey_Farragut TN_2022/24-026_Tupelo Honey_Farragut TN_2022.rvt
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AGENDA NUMBER V.A.2.b. **MEETING DATE:** **June 13, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 24-08, an ordinance on first reading to amend the Farragut Zoning Map to rezone Parcels 070 and 072, Tax Map 142, between the Waverly Court Subdivision and Baldwin Park Subdivision, 341 Boring Road, from R-1 and R-2 to R-3, 12 Acres (Homestead Land Holdings, Applicant)

INTRODUCTION AND BACKGROUND: This involves a zoning map amendment for the two parcels between the Waverly Court Subdivision and the Baldwin Park Subdivision. The parcels are currently zoned R-1 and R-2 and the applicant is requesting a rezoning to R-3.

The R-3 Zoning District is the same as the Baldwin Park Subdivision which abuts the parcels to the east. The developed density of Baldwin Park is 2.37 units per acre, and this would likely be comparable to the density that would result from the development on the tracts involved in this request. This would render roughly 25-30 house lots. The southern parcel involved in this rezoning abuts the Village Commons senior living community. The northern parcel included in this rezoning is accessed along Boring Road and an access from Village Commons is stubbed into the southern parcel.

As mentioned during the review with the Planning Commission, the frontage along Boring Road was improved as part of the Baldwin Park Subdivision so no additional improvements to Boring Road would be required in association with this rezoning. Based on the average daily trips (ADT's) expected to be generated by the result of the rezoning, it was also noted that the Town Engineer determined that a traffic study would not be warranted.

RECOMMENDATION: The requested R-3 Zoning District is consistent with the adjacent Baldwin Park Subdivision and would result in less density than the Waverly Court Subdivision to the west. At their meeting on May 16, 2024 the Planning Commission unanimously recommended approval of Ordinance 24-08. Community Development Director, Mark Shipley, also recommends approval of Ordinance 24-08.

BOARD ACTION:

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

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

ORDINANCE: **24-08**
PREPARED BY: **Shipley**
REQUESTED BY: **Homestead Land Holdings**
CERTIFIED BY FMPC: **May 16, 2024**
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 referenced as Parcels 070 and 072, Tax Map 142, between the Waverly Court Subdivision and the Baldwin Park Subdivision, 341 Boring Road, from R-1 and R-2 to R-3 (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 _____, 2024, with approval recommended by the Farragut Municipal Planning Commission (FMPC).

_____
Scott Russ, Chairman

_____
Shannon Preston, Secretary

RESOLUTION 24-05

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 REFERENCED AS PARCELS 070 AND 072, TAX MAP 142, BETWEEN THE WAVERLY COURT SUBDIVISION AND THE BALDWIN PARK SUBDIVISION FROM RURAL SINGLE-FAMILY RESIDENTIAL (R-1) AND GENERAL SINGLE-FAMILY RESIDENTIAL (R-2) TO SMALL LOT SINGLE-FAMILY RESIDENTIAL (R-3)

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 May 16, 2024;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval of Ordinance 24-08 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 16th day of May 2024.

_____

Scott Russ, Chairman

_____

Shannon Preston, Secretary

farragut TENNESSEE

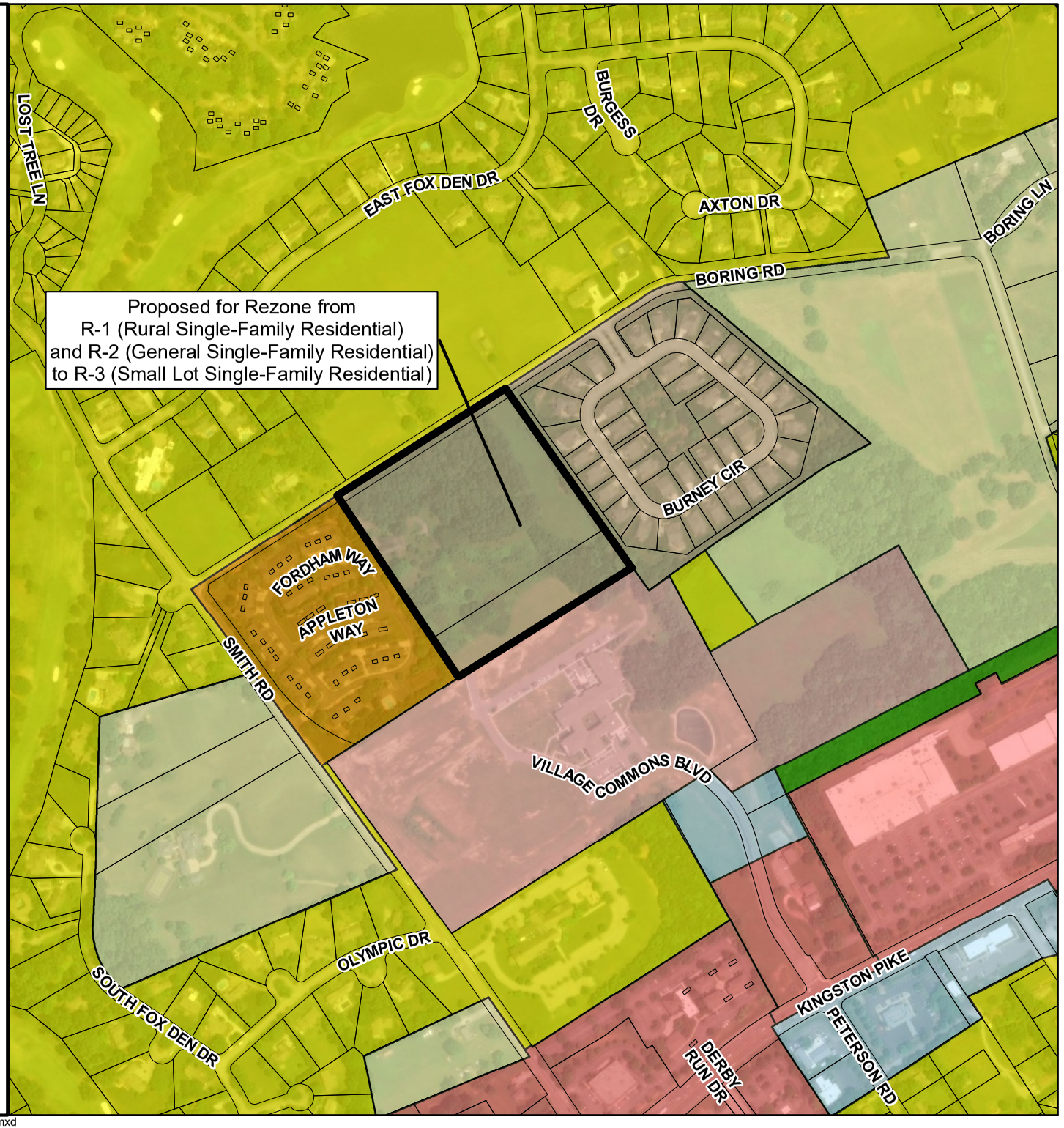
Exhibit A
Ordinance 24-08

Rezone of 341 Boring Road
Parcel 070 and 072, Tax Map 142

Proposed for Rezone from
R-1 (Rural Single-Family Residential)
and R-2 (General Single-Family Residential)
to R-3 (Small Lot Single-Family Residential)

Legend

- Parcels
- Subject Area
- B-1, Buffer
- S-1, Community Service
- R-1, Rural Single-Family Residential
- R-2, General Single-Family Residential
- R-3, Small Lot Single-Family Residential
- R-4, Attached Single-Family Residential
- O-1, Office
- C-1, General Commercial



1 in = 500 ft

Document Path: G:\Farragut\Map Documents\2024\Ordinance-24-08 Zoning.mxd

AGENDA ITEM V.A.2.c. **MEETING DATE: June 13, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl Smith, Town Engineer and Tyler Ellison, Stormwater Coordinator

SUBJECT: Ordinance 24-09, an ordinance on first reading to delete Chapter 103 Aquatic Buffer Ordinance and Chapter 111 Stormwater Management Control Ordinance in their entirety and replace with new Chapter 111 Stormwater Management Ordinance.

INTRODUCTION AND BACKGROUND: The purpose of this item is to provide discussion and approval of a new Stormwater Management Control Ordinance, replacing the current Stormwater Management Control Ordinance and the Town's Aquatic Buffer Ordinance in their entirety.

DISCUSSION: As a Phase II Community, the Town of Farragut is required by The Tennessee Department of Environment and Conservation (TDEC) to revise and/or update its ordinances to reflect new requirements issued within the Small Municipal Separate Storm Sewer System Permit (MS4) and Construction General Permit (CGP) every permit cycle. The most significant update to the Town's Stormwater Management Control Ordinance is the inclusion of language to codify all requirements of the aquatic buffer (now referred to as water quality riparian buffer) adjacent to streams and tributaries contributing to those streams, and thereby eliminating the need for a separate chapter covering aquatic buffers. Due to the Turkey Creek, the Little Turkey Creek, and the North Fork of Turkey Creek currently being impaired due to siltation, the Town has updated its Stormwater Management Ordinance to include requirements that further prevent and reduce negative impacts to the MS4. The following requirements are listed below:

A. For permanent stormwater management, increase the water quality riparian buffer (aquatic buffer) from 25-ft. to 30-ft.
B. For developments draining to impaired waters, increase the average width from 30-ft. (15-ft. minimum) to 60-ft. (30-ft. minimum).
C. For developments draining to impaired waters, increase the design storm on their Stormwater Pollution Prevention Plans (SWPPPs) from a 2-year, 24-hour storm event to a 5-year, 24-hour storm event.

The attached ordinance is based upon a model ordinance drafted by the University of Tennessee Municipal Technical Advisory Service (MTAS), with language from the Town's current Stormwater Management Control Ordinance (highlighted in yellow) inserted to address design parameters for detention basins, pipes, design storms, development draining to sinkholes, and low-impact development. Additional language is inserted (also highlighted) to include certain definitions Town staff wish to clarify with adoption of this ordinance. It must be noted that all language not highlighted is copied directly from the MTAS model ordinance and is modified only to match the Town's ordinance format. The model ordinance covers all TDEC's requirements in a shorter and more concise document and allows for the elimination of our current Stormwater Management Control Ordinance and Aquatic Buffer Ordinance.

RECOMMENDATION: At their meeting on May 16, 2024, the Planning Commission unanimously recommended approval of Ordinance 24-09. The Stormwater Advisory Committee reviewed and

recommended approval of the ordinance at their meeting on March 14. Tom Hale, Town Attorney, has reviewed and concurs. Staff recommends approval of Ordinance 24-09 on first reading.

PROPOSED MOTION: Approval of Ordinance 24-09, Stormwater Management Ordinance, on first reading, eliminating the current Chapters 111 and 103 of the Municipal Code in their entirety.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

CHAPTER 111 — STORMWATER MANAGEMENT CONTROL

111-1. LEGAL AUTHORITY

Under the authority of the Federal Water Pollution Control Act of 1977 (known as the Clean Water Act), the United States Environmental Protection Agency (EPA) is specifically required to develop and oversee the National Pollutant Discharge Elimination System (NPDES) permit program which requires all communities operating a small municipal separate storm sewer system (MS4) to regulate the discharge of pollutants to the waters of the state. Under the authority of the Tennessee Water Quality Control Act of 1977 the Tennessee Department of Environment and Conservation (TDEC) has interpreted that this mandate includes the regulation of aquatic buffers. The Legislature of the State of Tennessee has in *Tennessee Code Annotated,* § 6-2-201, delegated the authority to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

111-2. SCOPE OF AUTHORITY

Any person, firm, corporation, business or any other entity proposing to develop land or improve property within the Town of Farragut is subject to the provisions of this ordinance. This ordinance also applies to individual building structures, subdivisions, excavations and fill operations, and similar activities. The Scope of Authority extends to additional improvements on projects, developments, subdivisions, etc. which were previously permitted and/or constructed under the authority of prior ordinances or guidelines. This chapter shall apply to all water generated on developed or undeveloped land entering the town's separate storm sewer system.

111-3. GENERAL PROVISIONS

(1) Purpose

It is the purpose of this chapter to:

a. Protect, maintain, and enhance the environment of the Town of Farragut and the public health, safety and the general welfare of the citizens of the Town of Farragut, by controlling discharges of pollutants to the Town of Farragut's stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the Town of Farragut;

b. Enable the Town of Farragut to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR § 122 as applicable for stormwater discharges;

c. Allow the Town of Farragut to exercise the powers granted in Tennessee Code Annotated § 68-221-1105, which provides that, among other powers cities have with respect to stormwater facilities, is the power by ordinance or resolution to:

i. Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the Town of Farragut, whether owned and operated by the City;

ii. Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;

iii. Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;

iv. Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;

v. Issue permits for stormwater discharges, or for the construction, alteration, extension, or repair of stormwater facilities;

vi. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

vii. Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and

viii. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

(2) Administering entity

The Town of Farragut shall administer the provisions of this chapter.

(3) Stormwater management ordinance

The intended purpose of this ordinance is to safeguard property and public welfare by regulating stormwater drainage and requiring temporary and permanent provisions for its control. It should be used as a planning and engineering tool for permit compliance and to facilitate the necessary control of stormwater.

111-4. DEFINITIONS

For this chapter, the following definitions shall apply:

Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this

section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

1. **Administrative** or **Civil Penalties** - Under the authority provided in Tennessee Code Annotated § 68-221-1106, the Town of Farragut declares that any person violating the provisions of this chapter may be assessed a civil penalty by the Town of not less than fifty dollars ($50.00) and not more than five thousand dollars ($5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.

2. **Analytical monitoring -** Test Procedures for the Analysis of Pollutants - Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304 (h) of the Clean Water Act (the "Act"), as amended, under which such procedures may be required. Pollutant parameters shall be determined using sufficiently sensitive methods in Title 40 C.F.R. § 136, as amended, and promulgated pursuant to Section 304 (h) of the Act. The chosen methods must be sufficiently sensitive as required in state rule 0400-40-03-.05(8).

3. **Aquatic Resource Alteration Permit (ARAP)** physical alterations to properties of the waters of the state require an ARAP or a §401 Water Quality Certification (§401 certification). ARAP means a permit issued pursuant to T.C.A. § 69-3-108 of the Act, which authorizes the alteration of properties of waters of the state that result from activities other than discharges of wastewater through a pipe, ditch, or other conveyance.

4. **As built plans (record drawings)** mean drawings depicting conditions as they were actually constructed.

5. **Best Management Practices ("BMPs")** means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants to waters of the state. BMPs also include treatment requirements, operating procedures; and practices to control plant site runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage. BMPs include source control practices (non-structural BMPs) and engineered structures designed to treat runoff.

    - Structural BMPs are facilities that help prevent pollutants in stormwater runoff from leaving the site.

    - Non-structural BMPs are techniques, activities and processes that reduce pollutants at the source.

6. **BMP Manual** provides technical guidance including additional policies, criteria, standards, specifications, constants, and information for the proper implementation of the requirements of the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR § 122 as applicable for stormwater discharges.

7. **Borrow Pit** is an excavation from which erodible material (typically soil) is removed to be fill for another site. There is no processing or separation of erodible material conducted at the site. Given the nature of activity and pollutants present at such excavation, a borrow pit is considered a construction activity.

8. **Buffer Zone or Water Quality Riparian Buffer** is a permanent strip of natural perennial vegetation, adjacent to a stream, river, wetland, pond, or lake that contains dense vegetation made up of grass, shrubs, and/or trees. The purpose of a water quality riparian buffer is to maintain existing water quality by minimizing risk of any potential sediments, nutrients or other pollutants reaching adjacent surface waters and to further prevent negative water quality impacts by providing canopy over adjacent waters.

9. **Channel** means a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

10. **Clearing** refers to removal of vegetation and disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of non-construction activities. Clearing, grading, and excavation do not refer to clearing of vegetation along existing or new roadways, highways, dams, or power lines for sight distance or other maintenance and/or safety concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces. The clearing of land for agricultural purposes is exempt from federal stormwater NPDES permitting in accordance with Section 401(1)(1) of the 1987 Water Quality Act and state stormwater NPDES permitting in accordance with the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.).

11. **Commencement of construction** means the initial disturbance of soils associated with clearing, grading, excavating or other construction activities.

12. **Common plan of development or sale** is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

13. **Construction Stormwater discharge-related activities** means activities that cause, contribute to, or result in point source stormwater pollutant discharges. These activities may include excavation, site development, grading and other surface disturbance activities; activities to control stormwater including the siting, construction, and operation of best management practices (BMPs).

14. **Control measure** refers to any Best Management Practice (BMP) or other method used to prevent or reduce the discharge of pollutants to waters of the state.

15. **Clean Water Act or CWA** means the Clean Water Act of 1977 or the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq. (1972), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

16. **Design storm** is a storm event as defined by Precipitation-Frequency Atlas of the United States. Atlas 14. Volume 2. Version 3.0. U.S. Department of Commerce. National Oceanic and Atmospheric Administration (NOAA), National Weather Service,

Hydrometeorological Design Studies Center, Silver Springs, Maryland or its digital product equivalent. The estimated design rainfall amounts, for any return period interval (i.e., 1-yr, 2-yr, 5-yr, 25-yr, etc.) in terms of either depths or intensities for any duration, can be found by accessing the data available at https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html.

The Design Storm Events for the Town are: 1-yr., 2-yr., 5-yr., 10-yr., 25-yr., and 100-yr.

17. **Discharge or discharge of a pollutant** refers to the addition of pollutants to waters from a source.

18. **Ecoregion** is a relatively homogeneous area defined by similarity of climate, landform, soil, potential natural vegetation, hydrology, or other ecologically relevant variables. Ecoregions can be determined for specific stream segments by using Tennessee's Online Water Quality Assessment Data viewer http://tdeconline.tn.gov/dwr.

19. **Environmental Protection Agency** is independent agency in the executive branch charged with controlling and abating environmental pollution. The EPA maintains separate programs dealing with air and radiation, water, solid waste, and pesticides and toxic substances. Among the agency's principal tasks are establishing pollution control standards, regulating the discharge of certain materials, issuing permits for the treatment or disposal of hazardous waste, monitoring air and water quality, administering the so-called "Superfund" for the cleanup of toxic waste sites, tracking the transport of hazardous compounds, registering insecticides and similar chemical treatments, and generally providing regulatory guidance to industry and other federal agencies. Although the EPA encourages voluntary compliance with federal environmental laws, it has authority to enforce regulations where violations occur. It maintains regional offices in 10 major U.S. cities in an effort to cooperate with state and local authorities in carrying out its mission.

20. **Exceptional Tennessee Waters** are surface waters designated by the Tennessee Department of Environment and Conservation as having the characteristics set forth at Tennessee Rules, Chapter 0400-40-03-.06(4). Characteristics include waters within parks or refuges; scenic rivers; waters with threatened or endangered species; waters that provide specialized recreational opportunities; waters within areas designated as lands unsuitable for mining; waters with naturally reproducing trout; waters with exceptional biological diversity and other waters with outstanding ecological or recreational value.

21. **Hot spot** means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants more than those typically found in stormwater. Examples might include operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas and restaurants.

22. **Improved sinkhole** is a natural surface depression that has been altered to direct fluids into the hole opening. Improved sinkhole is a type of injection well regulated under the Underground Injection Control (UIC) program of the Tennessee Department of Environment and Conservation. Underground injection constitutes an intentional disposal of waste waters in natural depressions, open fractures and crevices, such as those commonly associated with weathering of limestone. More information regarding an

Underground Injection Control Permit can be found on TDEC's DWR webpage at https://www.tn.gov/content/tn/environment/permit-permits/water-permits1/underground-injection-control-permit.html

23. **Land Disturbance** means any man-made changes to the land surface that potentially alters its runoff characteristics; includes but is not limited to: clearing, grading, or excavation.

24. **Level 1** - Fundamentals of Erosion Prevention and Sediment Control training and certification program administered by University of Tennessee Water Resources Research Center (https://tnepsc.org/index.asp).

25. **Level 2** - Design Principles for Erosion Prevention and Sediment Control for Construction Sites training and certification program administered by University of Tennessee Water Resources Research Center (https://tnepsc.org/index.asp).

26. **Linear Project** is a land disturbing activity as conducted by an underground/overhead utility or highway department, including, but not limited to, any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substance; any cable line or wire for communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas and borrow/spoil sites associated with the linear project. Land disturbance specific to the development of residential and commercial subdivisions or high-rise structures is not considered a linear project.

27. **Low-Impact Development** refers to stormwater management measures that rely on infiltration, evapotranspiration, or capture/reuse of stormwater runoff. Such measures may include, but are not limited to, permeable pavers, rain gardens, bioswales, vegetated roofs, rainwater capture systems and/or a combination thereof.

28. **Monitoring** refers to tracking or measuring activities, progress, results, etc., and can refer to non-analytical monitoring for pollutants by means other than 40 C.F.R. § 136 (and other than state- or federally established protocols in the case of biological monitoring and assessments), such as visually or by qualitative tools that provide comparative values or rough estimates.

29. **Municipality** means any incorporated city or town, county, metropolitan or consolidated government, or special district of this state empowered to provide storm water facilities.

30. **Municipal Separate Storm Sewer System** means, according to 40 CFR 122.26(b)(8), a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law)...including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into waters of the United States.

(i) Designed or used for collecting or conveying stormwater;
(ii) Which is not a combined sewer; and
(iii) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

31. **NPDES** or **NPDES Permit** refers to the National Pollutant Discharge Elimination System permit program that addresses water pollution by regulating point sources that discharge pollutants to waters of the United States. Created in 1972 by the Clean Water Act, the NPDES permit program is authorized to state governments by EPA to perform many permitting, administrative, and enforcement aspects of the program.

32. **Operator** means any person who owns, leases, operates, controls, or supervises a source. Including, but not limited to, an owner or operator of any "facility or activity" subject to regulation under the NPDES program.

33. **Permanent Stabilization** means that all soil disturbing activities at the site have been completed and one of the three following criteria is met:

    - A perennial, preferably native, vegetative cover with a uniform (i.e., evenly distributed, without large bare areas) density of at least 70 percent has been established on all unpaved areas and areas not covered by permanent structures, and all slopes and channels have been permanently stabilized against erosion.
    - Equivalent permanent stabilization measures such as the use of riprap; permanent geotextiles; hardened surface materials including concrete, asphalt, gabion baskets or Reno mattresses have been employed.
    - For construction projects on land used for agricultural or silvicultural purposes, permanent stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural or silvicultural use.

34. **Point source** (or **Outfall**) means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include introduction of pollutants from non-point source agricultural and silvicultural activities, including stormwater runoff from orchards, cultivated crops, pastures, range lands, forest lands or return flows from irrigated agriculture or agricultural stormwater runoff. In short, outfall is a point where runoff leaves the site as a concentrated flow in a discrete conveyance.

35. **Pollutant** means any type of industrial, municipal, and agricultural waste discharged into water. Examples are, but not limited to, dredged soil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste.

36. **Pollutants of concern** include sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation) and any other pollutant that has been identified as a cause of impairment of a receiving waterbody.

37. **Priority construction** means those construction activities discharging directly into, or immediately upstream of, waters the state recognized as unavailable condition for siltation or Exceptional Tennessee Waters.

38. **Rainfall event** is defined as any occurrence of rain preceded by 10 hours without precipitation that results in an accumulation of 0.01 inches or more. Instances of rainfall occurring within 10 hours of each other will be considered a single rainfall event.

39. **Registered Engineer and Registered Landscape Architect** refers to an engineer or landscape architect certified and registered by the State Board of Architectural and Engineer Examiners pursuant to Section 62-202, Tennessee Code Annotated, to practice in Tennessee.

40. **Runoff coefficient** means the fraction of total rainfall that will appear at the conveyance as runoff. Runoff coefficient is also defined as the ratio of the amount of water that is not absorbed by the surface to the total amount of water that falls during a rainstorm.

41. **Sediment** means solid material, both inorganic (mineral) and organic, that: is in suspension; is being transported; has been moved from the site of origin by wind, water, gravity or ice as a product of erosion.

42. **Sediment basin** is a temporary basin consisting of an embankment constructed across a wet weather conveyance, an excavation that creates a basin or by a combination of both. A sediment basin typically consists of a forebay cell, impoundment, permanent pool, primary spillway, secondary or emergency spillway and surface dewatering device. The size and shape of the basin depends on the location, size of drainage area, incoming runoff volume and peak flow, soil type and particle size, land cover, and receiving stream classification (i.e., waters with unavailable parameters, Exceptional TN Waters, or waters with available parameters).

43. **Sedimentation** is the deposition of soil particles that have been transported by water and wind. The quantity and size of the material transported increases with the velocity of the runoff. Sedimentation occurs when the water in which the soil particles are carried is sufficiently slowed for a long period of time to allow particles to settle out. Heavier particles, such as gravel and sand, settle out sooner than finer particles, such as clay. The length of time a particle stays in suspension increases as the particle size decreases. The colloidal clays stay in suspension for very long periods and contribute significantly to water turbidity.

44. **Significant Contributor** is defined as a source of pollutants where the volume, concentration, or mass of a pollutant in a stormwater discharge can cause or threaten to cause pollution, contamination, or nuisance that adversely impact human health or the environment and cause or contribute to a violation of any applicable water quality standards for receiving water.

45. **Soil** or **Topsoil** means the unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of plants.

46. **Steep Slope** or **Steep Grade** means a natural or created slope of 35% grade or greater.

47. **Stormwater** means rainfall runoff, snow melt runoff, and surface runoff and drainage.

48. **Stormwater control measure** or **SCM** means permanent practices and measures designed to reduce the discharge of pollutants from new development projects or redevelopment projects.

49. **Stream**, as defined by TCA 69-3-103(38) "stream," means a surface water that is not a wet weather conveyance.

50. **Stormwater associated with industrial activity** is defined in 40 C.F.R. 122.26(b)(14) and incorporated here by reference. Most relevant to the Town is 40 C.F.R. 122.26(b)(14)(x), which relates to construction activity including clearing, grading, filling and excavation activities, including borrow pits containing erodible material. Disturbance of soil for the purpose of crop production is exempt from NPDES permit requirements, but stormwater discharges from agriculture-related activities that involve construction of structures (e.g., barn construction, road construction, pond construction) are considered associated with industrial (construction) activity. Maintenance to the original line and grade, hydraulic capacity; or to the original purpose of the facility (e.g., re-clearing, minor excavation performed around an existing structure necessary for maintenance or repair and repaving of an existing road) is not considered a construction activity.

51. **Stormwater Pollution Prevention Plan (SWPPP)** is a written site-specific plan required by the Tennessee Construction General Permit (CGP) that includes a narrative pollution prevention plan and graphical erosion and sediment control plan. In its basic form, the plan contains a site map, a description of construction activities that could introduce pollutants to stormwater runoff, a description of measures or practices to control these pollutants, and erosion and sediment control plans and specifications. The SWPPP should be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook (latest edition).

52. **Take of an endangered species** means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or attempt to engage in any such conduct.

53. **Tennessee Erosion and Sediment Control (TDESC) Handbook** is a guidance issued by the Division of Water Resources for the purpose of developing Stormwater Pollution Prevention Plans and Erosion and Sediment Control Plans required by the Construction General Permit CGP.

54. **Temporary stabilization** is achieved when vegetation or non-erodible surface has been established on the area of disturbance and construction activity has temporarily ceased. Under certain conditions, temporary stabilization is required when construction activities temporarily cease.

55. **Treatment chemicals** are polymers, flocculants or other chemicals used to reduce turbidity in stormwater discharges by chemically bonding to suspended silts and other soil materials and causing them to bind together and settle out. Common examples of anionic treatment chemicals are **polyacrylamide-chitosan** (**PAM–CS**).

56. **Turbidity** is the cloudiness or haziness of a fluid caused by individual particles (suspended solids) that are generally invisible to the naked eye, like smoke in air.

57. **Waste site** is an area where material from a construction site is disposed of. When the material is erodible, such as soil, the site must be treated as a construction site.

58. **Waters** (or **waters of the state**) means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof, except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

59. **Waters with unavailable parameters** means any segment of surface waters that has been identified by the TDEC as failing to support one or more classified uses. Unavailable parameters exist where water quality is at, or fails to meet, the levels specified in water quality criteria in Rule 0400-40-03-.03, even if caused by natural conditions. In the case of a criterion that is a single response variable or is derived from measurement of multiple response variables, the unavailable parameters shall be the agents causing water quality to be at or failing to meet the levels specified in criteria. Resources to be used in making this determination include biennial compilations of impaired waters, databases of assessment information, updated GIS coverages (https://tdeconline.tn.gov/dwr/), and the results of recent field surveys. GIS coverages of the streams and lakes not meeting water quality standards, plus the biennial list of waters with unavailable parameters, can be found at https://www.tn.gov/environment/program-areas/wr-water-resources/water-quality/water-quality-reports---publications.html.

60. **One-week period** is a synonym of a calendar-week; typically, a period from Sunday through Saturday

61. **Water quality treatment volume (WQTV)** is a portion of the runoff generated from impervious surfaces at a new development or redevelopment project by the 1-year 24-hour design storm. The WQTV is further determined by the type of treatment provided.

62. **Wet weather conveyances** are man-made or natural watercourses, including natural watercourses that have been modified by channelization, that meet the following:

    - The conveyance carries flow only in direct response to precipitation runoff in its immediate locality.
    - The conveyance's channels are always above the groundwater table.
    - The flow carried by the conveyance is not suitable for drinking water supplies.
    - Hydrological and biological analyses indicate that, due to naturally occurring ephemeral or low flow under normal weather conditions, there is not sufficient water to support fish or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months. (Tennessee Rules, Chapter 0400-40-3-.04(3)).

111-5. CONSTRUCTION STORMWATER MANAGEMENT

1. **MS4 Stormwater Construction — Adoption of Material**

a. The Town adopts as its MS4 stormwater construction BMP manual(s) the following publication(s), which is incorporated by reference in this ordinance as if fully set out herein:

   i. TDEC Guide to the Selection & Design of Stormwater Best Management Practices (BMPs) (most current edition)

   ii. TDEC Erosion and Sediment Control Handbook (most current edition)

b. The Town has adopted, for use in designing Stormwater Control Measures, construction design storm events. The construction design storm events adopted by the Town are as follows:

   i. For discharges into waters with available parameters for siltation: 2-year, 24-hour storm

   ii. For discharges into waters with unavailable parameters for siltation or exceptional Tennessee waters: 5-year, 24-hour storm

c. Requirements for design storm for all waters as well as special conditions for unavailable parameters waters or exceptional Tennessee waters must be consistent with those of the current Tennessee Construction General Permit (TNR100000).

2. Design Storm Requirements from CGP.

The municipality has adopted, for use in designing EPSC measures, the design storm requirements from the current Tennessee Construction General Permit for all waters as well as special conditions for unavailable parameters or Exceptional Tennessee Waters.

3. Construction Waste Control.

Construction site operators are required to minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater.

4. Priority Construction

a. Priority in construction shall be, at a minimum, those construction activities discharging directly into, or immediately upstream of, waters the state recognized as unavailable condition for siltation or Exceptional Tennessee Waters.

b. Requirements for all priority construction activities must include preconstruction meetings with construction site operators for priority construction activities so as to limit pollutants of concern.

5. Land Development Permit

a. This section shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, land disturbance applications, and grading applications. These standards apply to qualifying new development or redevelopment sites.

b. Every person will be required to obtain a land disturbance permit from the Town in the following cases:

    i. New development that involves land development activities of one (1) acre or more;

    ii. Redevelopment that involves other land development activity of one (1) acre or more

c. Projects of less than one acre of total land disturbance may also be required to obtain authorization under this ordinance if:

    i. the Town has determined that the stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard; or is likely to be a significant contributor of pollutants to water of the state,

    ii. changes in state or federal rules require sites of less than one acre that are not part of a larger common plan of development or sale to obtain a stormwater permit;

    iii. any new development or redevelopment, regardless of size, that is defined by the Town to be a hot spot land use; or

    iv. the minimum applicability criteria set forth in item (a) above if such activities are part of a larger common plan of development, (see "common plan of development" definition).

    v. The creation and use of borrow pits, that are not permitted under the Tennessee Multi Sector Permit (TMSP), where material is excavated and relocated offsite, and fill sites where materials or earth is deposited by mechanized methods resulting in an increased elevation or grade.

    vi. As determined by the Town for single or duplex residential lots of any size, lots that have karst features, adjoining lakes or streams, slopes exceeding fifteen percent (15%), floodplains or streams to cross are required to submit an erosion control and stormwater management plan. Depending on site specific conditions the requirement that the plan be developed by a qualified licensed professional engineer or landscape architect may be waived by the Town.

    vii. Land disturbance activities in the Town's Flood Plain District (FPD) require a permit and shall provide evidence of obtaining appropriate licenses/permits that may be required by federal or state laws and regulations or written waiver from such permits and licenses prior to the issuance of a land disturbance permit by the Town.

    viii. If unpermitted construction activity is on-going, the Town will issue an immediate stop-work order. If, in addition to the Town's permit, a TDEC permit was required but was not obtained, the violator will also be reported to TDEC.

6. **Land Disturbance/Grading/Stormwater Construction Permit.**

Persons seeking the issuance of any land disturbance or grading permits must provide both proof of coverage under the Tennessee Construction General Permit (CGP) (if applicable) and a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the Town when requested.

a. Copies of additional applicable local, state or federal permits (i.e.: ARAP, approved hydrologic determination, etc.) must also be provided to the Town.

b. The Town has the authority to withhold local permits prior to receiving copies of the aforementioned permits.

c. In circumstances where no such permits have been required, the Town may still require a SWPPP as part of the land disturbance permit application.

7. **Building Permit.**

No building permit shall be issued until the applicant has first obtained a land disturbance permit where required by this ordinance.

8. **EPSC and BMP Implementation.**

Construction site operators are required to implement appropriate erosion prevention and sediment control measures and best management practices to reduce stormwater discharges containing pollutants of concern. EPSC requirements shall meet the Tennessee's CGP design storm(s), be consistent with the TDEC ESC Handbook best management practices and with the requirements of this ordinance.

9. **Site Assessment Requirements.**

Where site assessments are required by the CGP, the operator shall provide a copy of the assessment to the Town.

10. **Inspector Requirements.**

Twice-Weekly inspections of the site and the BMP's/SCM's must be performed by an individual who has either received certification under the Level I Fundamentals of Erosion Prevention and Sediment Control course or has other credentials identified as equivalent within this ordinance.

11. **Landscaping and Stabilization Requirements.**

a. Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall be stabilized to prevent pollutants of concern. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site (or a phase of the project) must be completed no later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:

i. where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or

ii. where construction activity on a portion of the site has temporarily ceased, and earth disturbing activities will be resumed within 14 days.

b. For steep slopes of 35% or more stabilization measures shall be initiated within 7 days.

c. Construction buffer zones shall be those water quality buffers, and buffer zones as defined in 111-4 above and shall meet the requirements in this ordinance and, where appropriate in the TN CGP. The criteria for the width of the construction buffer zone can be established on an average width basis at a project, if the minimum width of the buffer zone is more than the required minimum width at any measured location. If the new development or redevelopment site encompasses both sides of a stream, buffer averaging can be applied to both sides, but must be applied independently. Water quality riparian buffer widths are measured from the top of bank also referred to as the "ordinary high-water mark." Construction buffers are not primary sediment control measures and shall not be relied on as such. Stormwater discharges must enter the water quality riparian buffer zone as sheet flow, not as concentrated flow, where site conditions allow. The designer/operator must comply with the vegetation requirements and the permissible land uses set forth for buffers in the TN CGP. Where it is not practicable to maintain a construction water quality riparian buffer, BMPs providing equivalent protection to a receiving stream as a natural water quality riparian buffer must be used.

d. In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures such as properly anchored mulch, soil binders or matting must be employed.

12. <u>Notice of Termination (NOT).</u>

The operator shall provide the Town with a copy of the NOT when it is issued by TDEC.

13. <u>As Built Plans (Record Drawings).</u>

All applicants are required to submit actual as built plans certified by the design engineer for any structures located on-site after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by a registered professional engineer licensed to practice in Tennessee. A certification by the design engineer certifying that SCM's will function within original design parameters as constructed shall be included. A final inspection by the Town is required before any performance security or performance bond will be released. The Town shall have the discretion to adopt provisions for a partial pro-rata release of the performance security or performance bond on the completion of various stages of development. In addition, occupation permits shall not be granted until corrections to all BMP's/SCM's have been made and accepted by the Town. No bonds or securities shall be released by the Town until the (stormwater manager) has accepted the as built

plans. The warranty period for any infrastructure to be accepted by the Town for maintenance shall not commence until the Town has accepted the as built plans.

14. Equipment Manufacturer Startups.

No bonds or securities shall be released until any equipment to be maintained by the Town passes any specified manufacturer startup procedure. The warranty period shall not commence prior to the equipment passing any specified manufacturer startup procedure.

111-6. PERMANENT STORMWATER MANAGEMENT: DESIGN AND CONSTRUCTION INSPECTION

1) To comply with the Town's permanent stormwater standards for new development and redevelopment projects, design and install SCMs as established by Tennessee Rule 0400-40-10-.04 and comply with other requirements of Tennessee Rule 0400-40-10-.04. Note that for design purposes, total suspended solids (TSS) may be used as the indicator for the reduction of pollutants.

2) SCMs must be designed to provide full treatment capacity within 72 hours following the end of the preceding rain event for the life of the new development or redevelopment project. The designer may select from the most appropriate alternatives listed in the Town's BMP Manual.

3) Designs shall be based on the 24-hour design storm adopted by the Town:

   The Town has adopted, for use in designing water quality SCMs, the design storm requirements as established in Tennessee Rule 0400-40-10-.04. The Post Construction/Permanent water quality design storm is a 1-year, 24-hour storm event for water quality SCMs. See definition of Design Storm Event for the municipality's rainfall amounts for each return period interval. The Design Storm Events for the Town are: 1-yr., 2-yr., 5-yr., 10-yr., 25-yr., and 100-yr.

   The estimated design rainfall amounts, for any return period interval in terms of either depths or intensities for any duration, can be found by accessing the data available at https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html.

111-7. DESIGN STANDARDS FOR DETENTION AND/OR RETENTION PONDS

1) The calculated peak flow rate of stormwater runoff resulting from a one-year, two-year, five-year, ten-year, 25-year and 100-year return frequency 24-hour duration storm shall be no greater after development of the site than that which would result from a one-year, two-year, five-year, ten-year, 25-year and 100-year return frequency 24-hour duration storm on the same site prior to development.

2) Adequate attention must be given to safety and sanitation in the design of any detention facility. This includes, but is not limited to, a minimum of two percent slope in the bottom of all detention ponds, a minimum of 2.5:1 (H:V) side slopes or with traversable access to the pond's vegetated bottom and side slopes for maintenance, proposed contours should reflect 15 percent additional area for each two-foot contour of the detention or retention pond based

on the appropriately sized pond for the one-, two-, five-, ten-, 25-, and 100-year storms, a minimum of 4,500 cubic feet of storage volume, and a minimum of one foot of freeboard from the highest water surface elevation for the largest required design storm to the top of the berm before the 15 percent additional volume is added. First-flush volume and treatment shall be provided as described in the BMP manual.

3) The plans shall include sufficient design information to show that the facility will operate as required. This shall include the existing (or before site development) peak flow discharges, the after-site development peak flow discharges, and/or volumes of stormwater runoff based on the proposed site development, as well as all necessary computations used to determine the reduced peak flow rates for the design storms. The capacity of the facility shall be sufficient to control the volume of stormwater runoff resulting from one-year, two-year, five-year, ten-year, 25-year and 100-year return frequency 24-hour duration storms within the peak rate of flow requirements stated in this subsection.

4) Discharge from the stormwater detention pond shall be routed to a ditch, channel, or stormwater facility of adequate capacity. Calculations showing the capacity of the receiving stormwater facility and its capability to convey a ten-year frequency storm shall be provided. If the receiving stormwater facility is incapable of conveying a ten-year frequency storm, calculations showing the capacity of the receiving stormwater facility and its capability to convey a two-year frequency storm shall also be provided. The above calculations will be routed to the closer of the second existing street crossing or blue-line stream. If energy dissipation is required, calculations must be submitted to confirm that proposed energy dissipation is adequate for the design. Such dissipation structures must be located outside any buffer area and a sufficient distance from adjacent property to prevent any adverse impact, such as erosion and scouring, to those adjacent properties, buffers, or receiving drainage way.

5) The town administrator has authority to condition the approval of a permit upon the compliance with additional requirements, including, but not limited to, correctly sizing and installing offsite conveyance facilities or other stormwater management solutions required to reduce the adverse impact of the proposed development on other properties or the development.

6) If hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the town administrator may impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.

111-8. REQUIREMENTS FOR LOW-IMPACT DEVELOPMENT

Stormwater management addresses the conveyance and treatment of rainfall and other water entering a site. Low Impact Development (LID) is a specific development strategy to address stormwater in a way that closely mimics the natural, pre-development hydrologic system. At least 25 percent of the development's total area shall be designed so that its runoff will be accommodated through Low Impact Development (LID) measures. Measures shall be demonstrated on the drainage plan and in the drainage calculations for the development and the applicable LID measures specified as part of the site and landscape plan submittals.

Refer to Town of Farragut Code of Ordinances - Appendix D – Architectural Design Standards, Sections 1.34-37 “Stormwater Management and Low-Impact Development” for Site Design Guidelines.

111-9. REQUIREMENTS FOR DEVELOPMENTS DRAINING TO A SINKHOLE

1) Development on property where the proposed work encroaches the highest closed contour elevation of a sinkhole will require copies of the appropriate permits from the state department of environment and conservation (TDEC) prior to site development approval. After reviewing the state permit, the town administrator may require additional information related to structural integrity and flood protection. If the proposed development does not require TDEC approval, a letter from TDEC obtained by the applicant shall be submitted to the town prior to the issuance of a permit, stating that a TDEC permit is not required.

2) For development or redevelopment projects requiring attenuation or retention of the one-year, two-year, five-year, ten-year, 25-year and 100-year return frequency 24-hour duration storms with sinkholes entirely on site, calculations shall be provided showing that 100-year 24-hour design storm will not flood any structures assuming plugged conditions (zero cubic feet per second (0 cfs) outflow) for the sinkhole. These calculations must include the entire contributing watershed for the sinkhole. An easement is required around the sinkhole to include an area that is a minimum of five feet horizontally outside the highest closed contour elevation.

3) For development or redevelopment projects requiring attenuation or retention of the one-year, two-year, five-year, ten-year, 25-year and 100-year return frequency 24-hour duration storms with sinkholes partially on site, calculations must be provided showing that there will not be a rise in water surface elevations between the 100-year pre-developed and the 100-year post-developed 24-hour design storm assuming plugged conditions (zero cubic feet per second (0 cfs) outflow) for the sinkhole. An easement is required at a minimum of five feet horizontally outside the highest closed contour elevation on the section of the sinkhole located on the developed property. A rise in the 100-year water surface elevation is allowable when no structures will be flooded and all parties with ownership of the sinkhole agree in writing to allow the rise. In this case, an easement is required around the sinkhole to include an area that is a minimum of five feet horizontally outside the highest closed contour elevation.

111-10. DRAINPIPES

Material for pipes used for conveyance of stormwater within the town shall be in accordance with the following:

1) Cross drains and any other pipe under the pavement surfaces shall be reinforced concrete pipe (RCP). Storm drains within the roadway prism, but not under the pavement, shall also be RCP.

2) Any pipe, culvert, or drainage system dedicated to the town, whether inside or outside the right-of-way, shall be constructed of RCP.

3) RCP is required if the failure of the pipe would cause flooding or potential property damage on adjacent properties. RCP is required for all storm pipes and culverts that carry through water from adjacent properties ("off-site water").

4) RCP is required for all detention basin outlet structures.

5) Material for driveway pipes may be RCP, corrugated metal pipe (CMP), or double-walled high-density-polyethylene-pipe (HDPE) as desired by the responsible agency, corporation, or individual. RCP is required underneath any driveways or entrances that are heavily traveled or which would have the potential to flood areas within the public right-of-way or any structure.

6) Double-walled HDPE pipe and CMP may be used to convey stormwater generated on the particular property (on-site drainage), such as parking lots, buildings, etc. Both pipe materials (HDPE and CMP) may be used to convey water under driveways in locations where a pipe is outside the roadway prism, has adequate cover, and would not cause flooding of adjacent properties or rights-of-way in the event of pipe failure.

7) Installation of all pipes must be done with adequate pipe bedding, backfill material, and coupling bands as recommended by the pipe manufacturer.

8) All pipes, regardless of their material, shall be a minimum of 18 inches in diameter, with the exception of those pipes under greenways or trails, which shall be a minimum of 12 inches in diameter.

111-11. WATER QUALITY RIPARIAN BUFFERS

1) Post Construction/Permanent Water Quality Riparian Buffers.

Post Construction/Permanent Water Quality Riparian Buffers shall be those buffers defined in 111-4 above and shall meet the requirements described in this ordinance. The criteria for the width of the post construction/permanent buffer zone can be established on an average width basis at a project, if the minimum width of the buffer zone is more than the required minimum width at any measured location. If the new development or redevelopment site encompasses both sides of a stream, buffer averaging can be applied to both sides, but must be applied independently. Water quality riparian buffer widths are measured from the top of bank also referred to as the “ordinary high-water mark.” Stormwater discharges should enter the post construction/permanent water quality riparian buffer as sheet flow, not as concentrated flow, where site conditions allow.

All final plats and site plans shall:

a) Show the extent of any water quality riparian buffer on the subject property and be labeled as "water quality riparian buffer”;

b) Provide a note to reference any water quality riparian buffer stating, "There shall be no clearing, grading, construction, or disturbance of soil and/or native vegetation except as permitted by the Town”;

c) Provide a note to reference any protective covenants governing all water quality riparian buffers.

2) Available Parameters.

Post Construction/Permanent buffers for waters with available parameters for siltation or habitat alteration or unassessed waters:

a. Average buffer width: 30 feet.
b. Minimum buffer width: 15 feet

3) Unavailable Parameters.

Post Construction/Permanent buffers for Exceptional Tennessee Waters or waters with unavailable parameters for siltation or habitat alteration:

a. Average buffer width: 60 feet.
b. Minimum buffer width: 30 feet

4) Vegetative Requirements

a) The vegetative target is a mature strip of undisturbed native vegetation (either original or re-established) that can provide erosion control to the stream, leaf litter, and wood debris. This area shall be measured perpendicular from the edge, adjacent to streams, delineated wetlands, and springs. If streams, wetlands, or springs do not have an established water quality riparian buffer, then a planting plan shall be required. Such a planting plan shall be submitted to town staff for approval and comply with the following:

b) All planting plans shall be drawn at a scale of not less than one-inch equals 20 feet for small tracts and one-inch equals 50 feet for large tracts when the plans are printed on 24-inch by 36-inch sheets;

c) All plans must be submitted electronically in portable document format (PDF).

d) The planting plan shall include a "plant schedule", which lists the number and common and botanical name of all existing and proposed plantings. The "plant schedule" shall also list the height, spread, and where applicable, the caliper of all new plantings at the time of planting.

e) Establishment of a water quality riparian buffer must adhere to the following conditions and shown on the planting plan:

i) Stream banks must be planted with native vegetation that represent both woody (trees and shrubs) and herbaceous species as determined by a landscape architect. Density shall depend on the re-vegetation technique to be used and existing site conditions;

ii) No trees shall be planted in a utility district easement;

iii) No species may comprise more than one-third of the total planted trees or shrubs;

iv) Seedling/trees must be guaranteed at a 75 percent survivorship; and

v) Invasive species must be removed and managed.

5) Management and Maintenance of Water Quality Riparian Buffers

a) Management of water quality riparian buffers include specific limitation on alteration of the natural conditions. The following practices and activities are restricted within the water quality riparian buffer, except with prior approval from the Town:

i) Clearing or grubbing of existing vegetation; and

ii) Use, storage, and application of pesticides, herbicides, and fertilizers.

b) The following structures, practices, and activities are permitted in the aquatic buffer subject to prior approval by the town and the following specific design or maintenance features:

i) Crossings, provided the following criteria are followed:
   a. The width should be the minimum width needed to allow for maintenance access and installation;
   b. The crossing shall be at an angle that minimizes clearing requirements; and
   c. The minimum number of crossings should be used within each development.

ii) Paths, provided the design and location are approved by the town.

iii) Utilities, provided the following criteria are followed:

   a. The width should be the minimum width needed to allow for maintenance access and installation; and
   b. The crossing should be at an angle that minimizes clearing requirements.

c) Individual trees within the water quality riparian buffer may be removed if in danger of falling, causing damage to dwellings or other structures, causing blockage of the stream, standing in the path of a proposed water or sewer main, or the roots of the tree are penetrating or in danger of penetrating a sewer line at a joint or pipe connection. The root wad or stump should be left in place, where feasible, to maintain soil stability.

d) All water quality riparian buffers must be protected during development activities. Prior to the initiation of development activities, ensure adequate visibility of the water quality riparian buffer by staking, flagging, or fencing. Permanent boundary markers, in the form of signage approved by the Town, may be required to be installed prior to the recording of the final plat, the issuance of a certificate of occupancy, or the issuance of a certificate of completion.

e) Water quality riparian buffers shall be left in a stabilized condition upon completion of the development. The vegetative condition of the entire aquatic buffer must be monitored, and landscaping or stabilization performed to repair erosion, damaged vegetation, or other problems identified. Invasive species must be removed and managed. Only native vegetation may be used in conjunction with stabilization activities. Property owners shall remain responsible for maintaining the water quality riparian buffer. Where any tree or shrub, which was required as part of an approved planting plan, is removed, such tree or shrub shall be replaced with an equivalent tree or shrub approved by town staff.

f) All landscaping or stabilization activities within the water quality riparian buffer must have prior approval by the Town. In addition, performing work in and around waters of the state may require coverage under a state and possibly a federal permit.

111-12. PERMANENT SCM MAINTENANCE AND INSPECTION

(1) As Built Plans.

All applicants are required to submit actual as built plans for any structures located on-site within 90 days after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by either a registered professional engineer or landscape architect licensed to practice in Tennessee. A sealed certification by the design engineer that all SCM's will function within design parameters as constructed shall accompany the as built plans. A final inspection by the Town is required before any performance security or performance bond will be released.

The Town shall have the discretion to adopt provisions for a partial pro-rata release of the performance security or performance bond on the completion of various stages of development. In addition, occupation permits shall not be granted until corrections to all stormwater management facilities have been made and accepted by the Town.

(2) Permanent Stormwater Management Plan.

In addition to the certified as built drawings, the Town shall be provided with a permanent stormwater management plan for the site and all stormwater management facilities (e.g., SCM's). Occupation permits shall not be granted until the permanent stormwater management plan has been approved and accepted by the Town.

(3) Inspection of Stormwater Management Facilities.

Periodic inspections of facilities shall be performed, documented, and reported in accordance with this chapter, as detailed in 111-13(1)b.ii.

(4) Records of Installation and Maintenance Activities.

Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation of the stormwater facility, and of all maintenance and repairs to the facility, and shall retain the records for at least three (3) years. These records shall be made available to the Town during inspection of the facility and at other reasonable times upon request.

(5) Failure to Meet or Maintain Design or Maintenance Standards.

If a responsible party fails or refuses to meet the design or maintenance standards required for stormwater facilities under this chapter, the Town, after notice as specified in the Enforcement Response Plan, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. If the stormwater management facility becomes a danger to public safety or public health, the Town shall notify in writing the party responsible for maintenance of the stormwater management facility. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the facility in an approved manner. If corrective action is not

undertaken within that time, the Town may take the necessary corrective action. The cost of any action by the Town under this section shall be charged to the responsible party.

(6) Danger to Public Health/Public Safety.

If the stormwater management facility becomes a danger to public safety or public health, the Town may take such immediate corrective action as deemed necessary.

111-13. PERMANENT SCMs: NEW DEVELOPMENT, EXISTING LOCATIONS, AND ONGOING DEVELOPMENTS

(1) On-Site Stormwater Management Facilities Inspection and Maintenance Agreement

a. Where the stormwater facility is located on property that is subject to a development agreement and the development agreement provides for a permanent stormwater maintenance agreement that runs with the land, the owner of property must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property owners, all subsequent property owners, and their lessees and assigns, including but not limited to, homeowner associations or other groups or entities.

The required maintenance agreement form is available through the Town's Engineering Department.

b. The maintenance agreement shall:

i. Assign responsibility for the maintenance and repair of the stormwater facility to the owners of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.

ii. Provide for a periodic inspection by the property owners in accordance with the requirements of subsection (3) below for the purpose of documenting maintenance and repair needs and to ensure compliance with the requirements of this ordinance. The property owners will arrange for this inspection to be conducted by individual(s) approved by the Town who will submit a signed written report of the inspection to the Town. It shall also grant permission to the Town to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.

iii. Provide that the minimum maintenance and repair needs to include, but are not limited to:

1) the removal of silt, litter and other debris, the cutting of grass, cutting and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other stormwater facilities. It shall also provide that the property owners shall be responsible for additional maintenance and repair needed to meet the intended design specification of the stormwater facility.

iv. Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the Town.

v. Provide that if the property is not maintained or repaired within the prescribed schedule, the Town shall perform the maintenance and repair at its expense and bill the same to the property owner. The maintenance agreement shall also provide that the Town's cost of performing the maintenance shall be a lien against the property.

(2) <u>Existing Problem Locations – No Maintenance Agreement</u>

a. The Town shall in writing notify the owners of existing locations and developments of specific drainage, erosion or sediment problems affecting or caused by such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance. Discharges from existing SCM's that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as non-compliant discharges.

b. Inspection of existing facilities. The Town may, to the extent authorized by state and federal law, enter and inspect private property for the purpose of determining if there are illicit non-stormwater discharges, and to establish inspection programs to verify that all stormwater management facilities are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of the Town's NPDES MS4 stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws.

   Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other SCM's.

(3) <u>Owner/Operator Inspections.</u>

The owners and/or operators of the SCMs shall:

a. Perform routine inspections to ensure that all SCM's are properly functioning. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at the site. Owners or operators shall maintain documentation of these inspections. The Town may require submittal of this documentation.

b. Perform comprehensive inspection of all stormwater management facilities and practices. These inspections shall be conducted once every five years, at a minimum. Such inspections must be conducted by individual(s) approved by the Town. Complete inspection reports for these five-year inspections shall include:

   i. Facility type,

   ii. Inspection date,

   iii. Latitude and longitude and nearest street address,

   iv. BMP owner information (e.g. name, address, phone number, fax, and email),

   v. A description of BMP condition including:

      vegetation and soils; inlet and outlet channels and structures; embankments, slopes, and safety benches; spillways, weirs, and other control structures; and any sediment and debris accumulation,

   vi. Photographic documentation of BMP's, and

   vii. Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and reinspection dates.

c. Owners or operators shall maintain documentation of these inspections. The Town may require submittal of this documentation.

(4) <u>Requirements for All Existing Locations and Ongoing Developments</u>.

The following requirements shall apply to all locations and developments at which land disturbing activities have occurred previous to the enactment of this ordinance:

a. Denuded areas must be vegetated or covered under the standards and guidelines specified in the BMP Manual and on a schedule acceptable to the Town.

b. Cuts and slopes must be properly covered with appropriate vegetation and/or retaining walls constructed.

c. Drainage ways shall be appropriately stabilized.

d. Trash, junk, rubbish, etc. shall be cleared from drainage ways.

e. Stormwater runoff shall, at the discretion of the Town, be treated to the maximum extent practicable to prevent its pollution. Such control measures may include, but are not limited to, the following:

   i. Ponds

      1. Detention pond

      2. Extended detention pond

      3. Wet pond

4. Alternative storage measures

ii. Constructed wetlands

iii. Infiltration systems

1. Infiltration/percolation trench
2. Infiltration basin
3. Drainage/recharge well
4. Porous pavement

iv. Filtering systems

1. Media Filter
2. Sand filter
3. Filter/absorption bed
4. Filter and buffer strips

v. Open channel

1. Swale

(5) Corrections of Problems Subject to Appeal.

Corrective measures imposed by the Town under this section are subject to appeal under section 111-16 of this chapter.

111-14. ILLICIT DISCHARGES

This section shall apply to all water generated on developed or undeveloped land entering the Town's separate storm sewer system.

(1) Prohibition of Illicit Discharges.

No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. No person shall allow discharges that flow from a stormwater facility that is not inspected in accordance with section 111-13(1)b.ii.. Non-stormwater discharges shall include, but shall not be limited to, sanitary wastewater, car wash wastewater, radiator flushing disposal, spills from roadway accidents, carpet cleaning wastewater, effluent from septic tanks, improper oil disposal, laundry wastewater/gray water, improper disposal of auto and household toxics. The commencement, conduct or continuance of any non-stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:

a. Water line flushing

b. Landscape irrigation

c. Diverted stream flows

d. Rising ground waters

e. Uncontaminated ground water infiltration (Infiltration is defined as water other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.)

f. Uncontaminated pumped ground water

g. Discharges from potable water sources

h. Air conditioning condensation

i. Irrigation water

j. Springs

k. Water from crawl space pumps

l. Footing (foundation)drains

m. Lawn watering

n. Individual residential car washing

o. Flows from riparian habitats and wetlands

p. Dechlorinated swimming pool discharges

q. Street wash water with no soaps or solvents

r. Discharges or flows from firefighting activities

Unless the Town determines they are significant contributors of pollutants to the MS4.

(2) <u>Prohibition of Illicit Connections.</u>

The construction, use, maintenance or continued existence of illicit connections to the municipal separate storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. This prohibition expressly includes SCM's connected to the system not properly inspected and maintained in accordance with this ordinance.

a. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMP's necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with

the provisions of this section. Discharges from existing SCM's that have not been maintained and/or inspected in accordance with this ordinance shall be prohibited.

(3) Notification of Spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into, the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the Town in person or by telephone, fax, or email, no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the Town within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

(4) No Illegal Dumping Allowed.

No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the Town; such illegal activity exposes runoff to contamination, generating an illicit discharge. Therefore, any individual or corporation guilty of illegal dumping may have committed a violation of this ordinance.

111-15. ENFORCEMENT

(1) **Enforcement Authority.**

The Town shall have the authority to issue notices of violation and citations, and to impose civil penalties to anyone that violates this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the Town. The Town's enforcement authority includes (as set forth in the Town's Enforcement Response Plan (ERP)):

(a) Verbal Warnings – At a minimum, verbal warnings must specify the nature of the violation and required corrective action(s).

(b) Written Notices – Written notices must stipulate the nature of the violation and the required corrective action, with deadlines for taking such action.

(c) Citations with Administrative & Civil Penalties – The Town has the authority to assess monetary penalties, which may include civil and administrative penalties.

(d) Stop Work Orders – Stop work orders that require construction activities to be halted, except for those activities directed at cleaning up, abating discharge, and installing appropriate control measures.

(e) Withholding Plans, Permits, and Authorizations – Where a facility is in noncompliance, the Town own approval process affecting the facility's ability to discharge to the MS4 can be used to abate the violation.

(f) Additional Measures — The Town may also use other escalated measures provided by local legal authorities. The Town may perform work necessary to improve erosion control measures and collect the funds from the responsible party in an appropriate manner, such as collecting against the project's bond or directly billing the responsible party to pay for work and materials.

(2) **Notification of Violation.**

(a) Verbal warning — Verbal warning may be given at the discretion of the inspector when it appears the condition can be corrected by the violator within a reasonable time, which time shall be approved by the inspector.

(b) Written notice — Whenever the Town finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the Town may serve upon such person written notice of the violation. Within ten (10) days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Town. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.

(c) Consent orders — The Town is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance; such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraphs (d) and (e) below.

(d) Show cause hearing — The Town may order any person who violates this chapter or permit, or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served to the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.

(e) Compliance order — When the Town finds that any person has violated or continues to violate this chapter or a permit or order issued thereunder, he may issue an order to the violator directing that, following a specific time period, adequate structures or devices be installed and/or procedures implemented and

properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.

(f) Cease and desist and stop work orders — When the Town finds that any person has violated or continues to violate this chapter or any permit or order issued hereunder, the Town may issue a stop work order or an order to cease and desist all such violations and direct those persons in noncompliance to:

(i) Comply forthwith; or

(ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation; including halting operations except for terminating the discharge and installing appropriate control measures.

(g) Suspension, revocation or modification of permit — The Town may suspend, revoke or modify the permit authorizing the land development project or any other project of the applicant or other responsible person within the Town. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the Town may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

(h) Conflicting standards — Whenever there is a conflict between any standard contained in this chapter and in the BMP manual(s) adopted by the Town under this ordinance, the strictest standard shall prevail.

111-16. PENALTIES

Violations.

Any person who shall commit any act declared unlawful under this chapter, who violates any provision of this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the Town, shall be guilty of a civil offense.

(1) **Penalties**

Under the authority provided in Tennessee Code Annotated § 68-221-1106, the Town declares that any person violating the provisions of this chapter may be assessed a civil penalty by the Town of not less than fifty dollars ($50.00) and not more than five thousand dollars ($5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.

(2) **Measuring Civil Penalties**

In assessing a civil penalty, the Town shall consider:

(a) The harm done to the public health or the environment;

(b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;

(c) The economic benefit gained by the violator;

(d) The amount of effort put forth by the violator to remedy this violation;

(e) Any unusual or extraordinary enforcement costs incurred by the City; The amount of penalty established by ordinance or resolution for specific categories of violations; and

(f) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.

(3) Recovery of Damages and Costs

In addition to the civil penalty in the subsection above [111-16. (1)], the Town may recover:

(a) All damages proximately caused by the violator to the Town may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this chapter, or any other actual damages caused by the violation.

(b) The costs of the Town's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this chapter.

(4) Referral to TDEC

In accordance with the Town's Enforcement Response Plan and the NPDES Permit requirements, the Town may also notify TDEC of violations.

(5) Other Remedies

The Town may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.

(6) Remedies Cumulative

The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

111-17. APPEALS

Pursuant to Tennessee Code Annotated § 68-221-1106(d), any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this chapter may appeal said penalty or damage assessment to the Town's governing body.

(1) Appeals to be in Writing

The appeal shall be in writing and filed with the municipal recorder or clerk within fifteen (15) days after the civil penalty and/or damage assessment is served in any manner authorized by law.

(2) Public Hearing

Upon receipt of an appeal, the Town's governing body, or other appeals board established by the Town's governing body shall hold a public hearing within thirty (30) days. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a daily newspaper of general circulation. Ten (10) days' notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the governing body of the Town shall be final.

(3) Appealing Decisions of the Town's Governing Body

Any alleged violator may appeal against a decision of the Town's governing body pursuant to the provisions of Tennessee Code Annotated, title 27, chapter 8.

ORDINANCE: **24-09**
PREPARED BY: **Smith**
REQUESTED BY: **Staff, Town of Farragut**
CERTIFIED BY FMPC: **May 16, 2024**
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE TOWN OF FARRAGUT TENNESSEE, PURSUANT TO AUTHORITY GRANTED BY SECTION 6-2-201, TENNESSEE CODE ANNOTATED, BY DELETING CHAPTER 103-AQUATIC BUFFERS, AND REPLACING CHAPTER 111-STORMWATER MANAGEMENT CONTROL, IN ITS ENTIRETY WITH A NEW ORDINANCE THAT WILL ALSO INCLUDE AQUATIC BUFFER PROVISIONS FROM THE DELETED CHAPTER 103

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Code of Ordinances of the Town of Farragut, by deleting Chapter 103-Aquatic Buffers, and replacing Chapter 111-Stormwater Management Control, in its entirety with a new Stormwater Management Control Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that Chapter 103-Aquatic Buffers of the Code of Ordinances of the Town of Farragut, is deleted and Chapter 111-Stormwater Management Control, is hereby amended as follows:

SECTION 1.

The existing Code of Ordinances of the Town of Farragut, Chapter 111-Stormwater Management Control, is amended by deleting it in its entirety and substituting in lieu thereof the following:

111-1. **LEGAL AUTHORITY**

Under the authority of the Federal Water Pollution Control Act of 1977 (known as the Clean Water Act), the United States Environmental Protection Agency (EPA) is specifically required to develop and oversee the National Pollutant Discharge Elimination System (NPDES) permit program which requires all communities operating a small municipal separate storm sewer system (MS4) to regulate the discharge of pollutants to the waters of the state. Under the authority of the Tennessee Water Quality Control Act of 1977 the Tennessee Department of Environment and Conservation (TDEC) has interpreted that this mandate includes the regulation

of aquatic buffers. The Legislature of the State of Tennessee has in *Tennessee Code Annotated,* § 6-2-201, delegated the authority to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

111-2. **SCOPE OF AUTHORITY**

Any person, firm, corporation, business or any other entity proposing to develop land or improve property within the Town of Farragut is subject to the provisions of this ordinance. This ordinance also applies to individual building structures, subdivisions, excavations and fill operations, and similar activities. The Scope of Authority extends to additional improvements on projects, developments, subdivisions, etc. which were previously permitted and/or constructed under the authority of prior ordinances or guidelines. This chapter shall apply to all water generated on developed or undeveloped land entering the town's separate storm sewer system.

111-3. GENERAL PROVISIONS

(1) Purpose

It is the purpose of this chapter to:

a. Protect, maintain, and enhance the environment of the Town of Farragut and the public health, safety and the general welfare of the citizens of the Town of Farragut, by controlling discharges of pollutants to the Town of Farragut's stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the Town of Farragut;

b. Enable the Town of Farragut to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR § 122 as applicable for stormwater discharges;

c. Allow the Town of Farragut to exercise the powers granted in Tennessee Code Annotated § 68-221-1105, which provides that, among other powers cities have with respect to stormwater facilities, is the power by ordinance or resolution to:

    i. Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the Town of Farragut, whether owned and operated by the City;

    ii. Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;

    iii. Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;

    iv. Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;

v. Issue permits for stormwater discharges, or for the construction, alteration, extension, or repair of stormwater facilities;

vi. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

vii. Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and

viii. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

(2) Administering entity

The Town of Farragut shall administer the provisions of this chapter.

(3) Stormwater management ordinance

The intended purpose of this ordinance is to safeguard property and public welfare by regulating stormwater drainage and requiring temporary and permanent provisions for its control. It should be used as a planning and engineering tool for permit compliance and to facilitate the necessary control of stormwater.

111-4. DEFINITIONS

For this chapter, the following definitions shall apply:

Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

1. **Administrative** or **Civil Penalties** - Under the authority provided in Tennessee Code Annotated § 68-221-1106, the Town of Farragut declares that any person violating the provisions of this chapter may be assessed a civil penalty by the Town of not less than fifty dollars ($50.00) and not more than five thousand dollars ($5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.

2. **Analytical monitoring -** Test Procedures for the Analysis of Pollutants - Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304 (h) of the Clean Water Act (the "Act"), as amended, under which such procedures may be required. Pollutant parameters shall be determined using sufficiently sensitive methods in Title 40 C.F.R. § 136, as amended, and promulgated pursuant to Section 304

(h) of the Act. The chosen methods must be sufficiently sensitive as required in state rule 0400-40-03-.05(8).

3. **Aquatic Resource Alteration Permit (ARAP)** physical alterations to properties of the waters of the state require an ARAP or a §401 Water Quality Certification (§401 certification). ARAP means a permit issued pursuant to T.C.A. § 69-3-108 of the Act, which authorizes the alteration of properties of waters of the state that result from activities other than discharges of wastewater through a pipe, ditch, or other conveyance.

4. **As built plans (record drawings)** mean drawings depicting conditions as they were actually constructed.

5. **Best Management Practices ("BMPs")** means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants to waters of the state. BMPs also include treatment requirements, operating procedures; and practices to control plant site runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage. BMPs include source control practices (non-structural BMPs) and engineered structures designed to treat runoff.

    - Structural BMPs are facilities that help prevent pollutants in stormwater runoff from leaving the site.

    - Non-structural BMPs are techniques, activities and processes that reduce pollutants at the source.

6. **BMP Manual** provides technical guidance including additional policies, criteria, standards, specifications, constants, and information for the proper implementation of the requirements of the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR § 122 as applicable for stormwater discharges.

7. **Borrow Pit** is an excavation from which erodible material (typically soil) is removed to be fill for another site. There is no processing or separation of erodible material conducted at the site. Given the nature of activity and pollutants present at such excavation, a borrow pit is considered a construction activity.

8. **Buffer Zone or Water Quality Riparian Buffer** is a permanent strip of natural perennial vegetation, adjacent to a stream, river, wetland, pond, or lake that contains dense vegetation made up of grass, shrubs, and/or trees. The purpose of a water quality riparian buffer is to maintain existing water quality by minimizing risk of any potential sediments, nutrients or other pollutants reaching adjacent surface waters and to further prevent negative water quality impacts by providing canopy over adjacent waters.

9. **Channel** means a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

10. **Clearing** refers to removal of vegetation and disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of non-construction activities. Clearing, grading, and excavation do not refer to clearing of vegetation along existing or new roadways, highways, dams, or power lines for sight distance or other maintenance and/or safety

concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces. The clearing of land for agricultural purposes is exempt from federal stormwater NPDES permitting in accordance with Section 401(1)(1) of the 1987 Water Quality Act and state stormwater NPDES permitting in accordance with the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.).

11. **Commencement of construction** means the initial disturbance of soils associated with clearing, grading, excavating or other construction activities.

12. **Common plan of development or sale** is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

13. **Construction Stormwater discharge-related activities** means activities that cause, contribute to, or result in point source stormwater pollutant discharges. These activities may include excavation, site development, grading and other surface disturbance activities; activities to control stormwater including the siting, construction, and operation of best management practices (BMPs).

14. **Control measure** refers to any Best Management Practice (BMP) or other method used to prevent or reduce the discharge of pollutants to waters of the state.

15. **Clean Water Act or CWA** means the Clean Water Act of 1977 or the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq. (1972), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

16. **Design storm** is a storm event as defined by Precipitation-Frequency Atlas of the United States. Atlas 14. Volume 2. Version 3.0. U.S. Department of Commerce. National Oceanic and Atmospheric Administration (NOAA), National Weather Service, Hydrometeorological Design Studies Center, Silver Springs, Maryland or its digital product equivalent. The estimated design rainfall amounts, for any return period interval (i.e., 1-yr, 2-yr, 5-yr, 25-yr, etc.) in terms of either depths or intensities for any duration, can be found by accessing the data available at https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html.

    The Design Storm Events for the Town are: 1-yr., 2-yr., 5-yr., 10-yr., 25-yr., and 100-yr.

17. **Discharge or discharge of a pollutant** refers to the addition of pollutants to waters from a source.

18. **Ecoregion** is a relatively homogeneous area defined by similarity of climate, landform, soil, potential natural vegetation, hydrology, or other ecologically relevant variables. Ecoregions can be determined for specific stream segments by using Tennessee's Online Water Quality Assessment Data viewer http://tdeconline.tn.gov/dwr.

19. **Environmental Protection Agency** is independent agency in the executive branch charged with controlling and abating environmental pollution. The EPA maintains separate programs dealing with air and radiation, water, solid waste, and pesticides and toxic substances. Among the agency's principal tasks are establishing pollution control standards, regulating the discharge of certain materials, issuing permits for the treatment or disposal of hazardous waste, monitoring air and water quality, administering the so-called "Superfund" for the cleanup of toxic waste sites, tracking the transport of hazardous compounds, registering insecticides and similar chemical treatments, and generally providing regulatory guidance to industry and other federal agencies. Although the EPA encourages voluntary compliance with federal environmental laws, it has authority to enforce regulations where violations occur. It maintains regional offices in 10 major U.S. cities in an effort to cooperate with state and local authorities in carrying out its mission.

20. **Exceptional Tennessee Waters** are surface waters designated by the Tennessee Department of Environment and Conservation as having the characteristics set forth at Tennessee Rules, Chapter 0400-40-03-.06(4). Characteristics include waters within parks or refuges; scenic rivers; waters with threatened or endangered species; waters that provide specialized recreational opportunities; waters within areas designated as lands unsuitable for mining; waters with naturally reproducing trout; waters with exceptional biological diversity and other waters with outstanding ecological or recreational value.

21. **Hot spot** means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants more than those typically found in stormwater. Examples might include operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas and restaurants.

22. **Improved sinkhole** is a natural surface depression that has been altered to direct fluids into the hole opening. Improved sinkhole is a type of injection well regulated under the Underground Injection Control (UIC) program of the Tennessee Department of Environment and Conservation. Underground injection constitutes an intentional disposal of waste waters in natural depressions, open fractures and crevices, such as those commonly associated with weathering of limestone. More information regarding an Underground Injection Control Permit can be found on TDEC's DWR webpage at https://www.tn.gov/content/tn/environment/permit-permits/water-permits1/underground-injection-control-permit.html

23. **Land Disturbance** means any man-made changes to the land surface that potentially alters its runoff characteristics; includes but is not limited to: clearing, grading, or excavation.

24. **Level 1** - Fundamentals of Erosion Prevention and Sediment Control training and certification program administered by University of Tennessee Water Resources Research Center (https://tnepsc.org/index.asp).

25. **Level 2** - Design Principles for Erosion Prevention and Sediment Control for Construction Sites training and certification program administered by University of Tennessee Water Resources Research Center (https://tnepsc.org/index.asp).

26. **Linear Project** is a land disturbing activity as conducted by an underground/overhead utility or highway department, including, but not limited to, any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substance; any cable line or wire for communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas and borrow/spoil sites associated with the linear project. Land disturbance specific to the development of residential and commercial subdivisions or high-rise structures is not considered a linear project.

27. **Low-Impact Development** refers to stormwater management measures that rely on infiltration, evapotranspiration, or capture/reuse of stormwater runoff. Such measures may include, but are not limited to, permeable pavers, rain gardens, bioswales, vegetated roofs, rainwater capture systems and/or a combination thereof.

28. **Monitoring** refers to tracking or measuring activities, progress, results, etc., and can refer to non-analytical monitoring for pollutants by means other than 40 C.F.R. § 136 (and other than state- or federally established protocols in the case of biological monitoring and assessments), such as visually or by qualitative tools that provide comparative values or rough estimates.

29. **Municipality** means any incorporated city or town, county, metropolitan or consolidated government, or special district of this state empowered to provide storm water facilities.

30. **Municipal Separate Storm Sewer System** means, according to 40 CFR 122.26(b)(8), a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law)...including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into waters of the United States.

    (i) Designed or used for collecting or conveying stormwater;
    (ii) Which is not a combined sewer; and
    (iii) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

31. **NPDES** or **NPDES Permit** refers to the National Pollutant Discharge Elimination System permit program that addresses water pollution by regulating point sources that discharge pollutants to waters of the United States. Created in 1972 by the Clean Water Act, the NPDES permit program is authorized to state governments by EPA to perform many permitting, administrative, and enforcement aspects of the program.
32. **Operator** means any person who owns, leases, operates, controls, or supervises a source. Including, but not limited to, an owner or operator of any “facility or activity” subject to regulation under the NPDES program.

33. **Permanent Stabilization** means that all soil disturbing activities at the site have been completed and one of the three following criteria is met:

    - A perennial, preferably native, vegetative cover with a uniform (i.e., evenly distributed, without large bare areas) density of at least 70 percent has been established on all unpaved areas and areas not covered by permanent structures, and all slopes and channels have been permanently stabilized against erosion.
    - Equivalent permanent stabilization measures such as the use of riprap; permanent geotextiles; hardened surface materials including concrete, asphalt, gabion baskets or Reno mattresses have been employed.
    - For construction projects on land used for agricultural or silvicultural purposes, permanent stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural or silvicultural use.

34. **Point source** (or **Outfall**) means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include introduction of pollutants from non-point source agricultural and silvicultural activities, including stormwater runoff from orchards, cultivated crops, pastures, range lands, forest lands or return flows from irrigated agriculture or agricultural stormwater runoff. In short, outfall is a point where runoff leaves the site as a concentrated flow in a discrete conveyance.

35. **Pollutant** means any type of industrial, municipal, and agricultural waste discharged into water. Examples are, but not limited to, dredged soil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste.

36. **Pollutants of concern** include sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation) and any other pollutant that has been identified as a cause of impairment of a receiving waterbody.

37. **Priority construction** means those construction activities discharging directly into, or immediately upstream of, waters the state recognized as unavailable condition for siltation or Exceptional Tennessee Waters.

38. **Rainfall event** is defined as any occurrence of rain preceded by 10 hours without precipitation that results in an accumulation of 0.01 inches or more. Instances of rainfall occurring within 10 hours of each other will be considered a single rainfall event.

39. **Registered Engineer and Registered Landscape Architect** refers to an engineer or landscape architect certified and registered by the State Board of Architectural and Engineer Examiners pursuant to Section 62-202, Tennessee Code Annotated, to practice in Tennessee.

40. **Runoff coefficient** means the fraction of total rainfall that will appear at the conveyance as runoff. Runoff coefficient is also defined as the ratio of the amount of water that is not absorbed by the surface to the total amount of water that falls during a rainstorm.

41. **Sediment** means solid material, both inorganic (mineral) and organic, that: is in suspension; is being transported; has been moved from the site of origin by wind, water, gravity or ice as a product of erosion.

42. **Sediment basin** is a temporary basin consisting of an embankment constructed across a wet weather conveyance, an excavation that creates a basin or by a combination of both. A sediment basin typically consists of a forebay cell, impoundment, permanent pool, primary spillway, secondary or emergency spillway and surface dewatering device. The size and shape of the basin depends on the location, size of drainage area, incoming runoff volume and peak flow, soil type and particle size, land cover, and receiving stream classification (i.e., waters with unavailable parameters, Exceptional TN Waters, or waters with available parameters).

43. **Sedimentation** is the deposition of soil particles that have been transported by water and wind. The quantity and size of the material transported increases with the velocity of the runoff. Sedimentation occurs when the water in which the soil particles are carried is sufficiently slowed for a long period of time to allow particles to settle out. Heavier particles, such as gravel and sand, settle out sooner than finer particles, such as clay. The length of time a particle stays in suspension increases as the particle size decreases. The colloidal clays stay in suspension for very long periods and contribute significantly to water turbidity.

44. **Significant Contributor** is defined as a source of pollutants where the volume, concentration, or mass of a pollutant in a stormwater discharge can cause or threaten to cause pollution, contamination, or nuisance that adversely impact human health or the environment and cause or contribute to a violation of any applicable water quality standards for receiving water.

45. **Soil** or **Topsoil** means the unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of plants.

46. **Steep Slope** or **Steep Grade** means a natural or created slope of 35% grade or greater.

47. **Stormwater** means rainfall runoff, snow melt runoff, and surface runoff and drainage.

48. **Stormwater control measure** or **SCM** means permanent practices and measures designed to reduce the discharge of pollutants from new development projects or redevelopment projects.

49. **Stream**, as defined by TCA 69-3-103(38) “stream,” means a surface water that is not a wet weather conveyance.

50. **Stormwater associated with industrial activity** is defined in 40 C.F.R. 122.26(b)(14) and incorporated here by reference. Most relevant to the Town is 40 C.F.R. 122.26(b)(14)(x), which relates to construction activity including clearing, grading, filling and excavation activities, including borrow pits containing erodible material. Disturbance of soil for the purpose of crop production is exempt from NPDES permit

requirements, but stormwater discharges from agriculture-related activities that involve construction of structures (e.g., barn construction, road construction, pond construction) are considered associated with industrial (construction) activity. Maintenance to the original line and grade, hydraulic capacity; or to the original purpose of the facility (e.g., re-clearing, minor excavation performed around an existing structure necessary for maintenance or repair and repaving of an existing road) is not considered a construction activity.

51. **Stormwater Pollution Prevention Plan (SWPPP)** is a written site-specific plan required by the Tennessee Construction General Permit (CGP) that includes a narrative pollution prevention plan and graphical erosion and sediment control plan. In its basic form, the plan contains a site map, a description of construction activities that could introduce pollutants to stormwater runoff, a description of measures or practices to control these pollutants, and erosion and sediment control plans and specifications. The SWPPP should be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook (latest edition).

52. **Take of an endangered species** means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or attempt to engage in any such conduct.

53. **Tennessee Erosion and Sediment Control (TDESC) Handbook** is a guidance issued by the Division of Water Resources for the purpose of developing Stormwater Pollution Prevention Plans and Erosion and Sediment Control Plans required by the Construction General Permit CGP.

54. **Temporary stabilization** is achieved when vegetation or non-erodible surface has been established on the area of disturbance and construction activity has temporarily ceased. Under certain conditions, temporary stabilization is required when construction activities temporarily cease.

55. **Treatment chemicals** are polymers, flocculants or other chemicals used to reduce turbidity in stormwater discharges by chemically bonding to suspended silts and other soil materials and causing them to bind together and settle out. Common examples of anionic treatment chemicals are **polyacrylamide**-**chitosan** (**PAM**–**CS**).

56. **Turbidity** is the cloudiness or haziness of a fluid caused by individual particles (suspended solids) that are generally invisible to the naked eye, like smoke in air.

57. **Waste site** is an area where material from a construction site is disposed of. When the material is erodible, such as soil, the site must be treated as a construction site.

58. **Waters** (or **waters of the state**) means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof, except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

59. **Waters with unavailable parameters** means any segment of surface waters that has been identified by the TDEC as failing to support one or more classified uses. Unavailable parameters exist where water quality is at, or fails to meet, the levels

specified in water quality criteria in Rule 0400-40-03-.03, even if caused by natural conditions. In the case of a criterion that is a single response variable or is derived from measurement of multiple response variables, the unavailable parameters shall be the agents causing water quality to be at or failing to meet the levels specified in criteria. Resources to be used in making this determination include biennial compilations of impaired waters, databases of assessment information, updated GIS coverages (https://tdeconline.tn.gov/dwr/), and the results of recent field surveys. GIS coverages of the streams and lakes not meeting water quality standards, plus the biennial list of waters with unavailable parameters, can be found at https://www.tn.gov/environment/program-areas/wr-water-resources/water-quality/water-quality-reports---publications.html.

60. **Water quality riparian buffer** means a permanent strip of natural perennial vegetation adjacent to a stream, river, wetland, pond, or lake that contains dense vegetation made up of grass, shrubs, and/or trees. The purpose of a water quality riparian buffer is to maintain existing water quality by minimizing the risk of any potential sediments, nutrients, or other pollutants reaching adjacent surface waters and to further prevent negative water quality impacts by providing canopy over adjacent waters.
61. **One-week period** is a synonym of a calendar-week; typically, a period from Sunday through Saturday
62. **Water quality treatment volume (WQTV)** is a portion of the runoff generated from impervious surfaces at a new development or redevelopment project by the 1-year 24-hour design storm. The WQTV is further determined by the type of treatment provided.
63. **Wet weather conveyances** are man-made or natural watercourses, including natural watercourses that have been modified by channelization, that meet the following:
    - The conveyance carries flow only in direct response to precipitation runoff in its immediate locality.
    - The conveyance's channels are always above the groundwater table.
    - The flow carried by the conveyance is not suitable for drinking water supplies.
    - Hydrological and biological analyses indicate that, due to naturally occurring ephemeral or low flow under normal weather conditions, there is not sufficient water to support fish or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months. (Tennessee Rules, Chapter 0400-40-3-.04(3)).

111-5. CONSTRUCTION STORMWATER MANAGEMENT

1. **MS4 Stormwater Construction — Adoption of Material**
    a. The Town adopts as its MS4 stormwater construction BMP manual(s) the following publication(s), which is incorporated by reference in this ordinance as if fully set out herein:

i. TDEC Guide to the Selection & Design of Stormwater Best Management Practices (BMPs) (most current edition)
ii. TDEC Erosion and Sediment Control Handbook (most current edition)

b. The Town has adopted, for use in designing Stormwater Control Measures, construction design storm events. The construction design storm events adopted by the Town are as follows:

i. For discharges into waters with available parameters for siltation: 2-year, 24-hour storm

ii. For discharges into waters with unavailable parameters for siltation or exceptional Tennessee waters: 5-year, 24-hour storm

c. Requirements for design storm for all waters as well as special conditions for unavailable parameters waters or exceptional Tennessee waters must be consistent with those of the current Tennessee Construction General Permit (TNR100000).

2. Design Storm Requirements from CGP.

The municipality has adopted, for use in designing EPSC measures, the design storm requirements from the current Tennessee Construction General Permit for all waters as well as special conditions for unavailable parameters or Exceptional Tennessee Waters.

3. Construction Waste Control.

Construction site operators are required to minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater.

4. Priority Construction

a. Priority in construction shall be, at a minimum, those construction activities discharging directly into, or immediately upstream of, waters the state recognized as unavailable condition for siltation or Exceptional Tennessee Waters.

b. Requirements for all priority construction activities must include preconstruction meetings with construction site operators for priority construction activities so as to limit pollutants of concern.

5. Land Development Permit

a. This section shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, land disturbance applications, and grading applications. These standards apply to qualifying new development or redevelopment sites.

b. Every person will be required to obtain a land disturbance permit from the Town in the following cases:

i. New development that involves land development activities of one (1) acre or more;

ii. Redevelopment that involves other land development activity of one (1) acre or more

c. Projects of less than one acre of total land disturbance may also be required to obtain authorization under this ordinance if:

i. the Town has determined that the stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard; or is likely to be a significant contributor of pollutants to water of the state,

ii. changes in state or federal rules require sites of less than one acre that are not part of a larger common plan of development or sale to obtain a stormwater permit;

iii. any new development or redevelopment, regardless of size, that is defined by the Town to be a hot spot land use; or

iv. the minimum applicability criteria set forth in item (a) above if such activities are part of a larger common plan of development, (see "common plan of development" definition).

v. The creation and use of borrow pits, that are not permitted under the Tennessee Multi Sector Permit (TMSP), where material is excavated and relocated offsite, and fill sites where materials or earth is deposited by mechanized methods resulting in an increased elevation or grade.

vi. As determined by the Town for single or duplex residential lots of any size, lots that have karst features, adjoining lakes or streams, slopes exceeding fifteen percent (15%), floodplains or streams to cross are required to submit an erosion control and stormwater management plan. Depending on site specific conditions the requirement that the plan be developed by a qualified licensed professional engineer or landscape architect may be waived by the Town.

vii. Land disturbance activities in the Town's Flood Plain District (FPD) require a permit and shall provide evidence of obtaining appropriate licenses/permits that may be required by federal or state laws and regulations or written waiver from such permits and licenses prior to the issuance of a land disturbance permit by the Town.

viii. If unpermitted construction activity is on-going, the Town will issue an immediate stop-work order. If, in addition to the Town's permit, a TDEC permit was required but was not obtained, the violator will also be reported to TDEC.

6. <u>Land Disturbance/Grading/Stormwater Construction Permit.</u>

Persons seeking the issuance of any land disturbance or grading permits must provide both proof of coverage under the Tennessee Construction General Permit (CGP) (if applicable) and a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the Town when requested.

a. Copies of additional applicable local, state or federal permits (i.e.: ARAP, approved hydrologic determination, etc.) must also be provided to the Town.

b. The Town has the authority to withhold local permits prior to receiving copies of the aforementioned permits.

c. In circumstances where no such permits have been required, the Town may still require a SWPPP as part of the land disturbance permit application.

7. Building Permit.

No building permit shall be issued until the applicant has first obtained a land disturbance permit where required by this ordinance.

8. EPSC and BMP Implementation.

Construction site operators are required to implement appropriate erosion prevention and sediment control measures and best management practices to reduce stormwater discharges containing pollutants of concern. EPSC requirements shall meet the Tennessee's CGP design storm(s), be consistent with the TDEC ESC Handbook best management practices and with the requirements of this ordinance.

9. Site Assessment Requirements.

Where site assessments are required by the CGP, the operator shall provide a copy of the assessment to the Town.

10. Inspector Requirements.

Twice-Weekly inspections of the site and the BMP's/SCM's must be performed by an individual who has either received certification under the Level I Fundamentals of Erosion Prevention and Sediment Control course or has other credentials identified as equivalent within this ordinance.

11. Landscaping and Stabilization Requirements.

a. Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall be stabilized to prevent pollutants of concern. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site (or a phase of the project) must be completed no later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:

i. where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or

ii. where construction activity on a portion of the site has temporarily ceased, and earth disturbing activities will be resumed within 14 days.

b. For steep slopes of 35% or more stabilization measures shall be initiated within 7 days.

c. Construction buffer zones shall be those water quality buffers, and buffer zones as defined in 111-4 above and shall meet the requirements in this ordinance and, where appropriate in the TN CGP. The criteria for the width of the construction buffer zone can be established on an average width basis at a project, if the minimum width of the buffer zone is more than the required minimum width at any measured location. If the new development or redevelopment site encompasses both sides of a stream, buffer averaging can be applied to both sides, but must be applied independently. Water quality riparian buffer widths are measured from the top of bank also referred to as the "ordinary high-water mark." Construction buffers are not primary sediment control measures and shall not be relied on as such. Stormwater discharges must enter the water quality riparian buffer zone as sheet flow, not as concentrated flow, where site conditions allow. The designer/operator must comply with the vegetation requirements and the permissible land uses set forth for buffers in the TN CGP. Where it is not practicable to maintain a construction water quality riparian buffer, BMPs providing equivalent protection to a receiving stream as a natural water quality riparian buffer must be used.

d. In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures such as properly anchored mulch, soil binders or matting must be employed.

12. <u>Notice of Termination (NOT).</u>

The operator shall provide the Town with a copy of the NOT when it is issued by TDEC.

13. <u>As Built Plans (Record Drawings).</u>

All applicants are required to submit actual as built plans certified by the design engineer for any structures located on-site after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by a registered professional engineer licensed to practice in Tennessee. A certification by the design engineer certifying that SCM's will function within original design parameters as constructed shall be included. A final inspection by the Town is required before any performance security or performance bond will be released. The Town shall have the discretion to adopt provisions for a partial pro-rata release of the performance security or performance bond on the completion of various stages of development. In addition, occupation permits shall not be granted until corrections to all BMP's/SCM's have been made and accepted by the Town. No bonds or securities shall be released by the Town until the (stormwater manager) has accepted the as built

plans. The warranty period for any infrastructure to be accepted by the Town for maintenance shall not commence until the Town has accepted the as built plans.

14. Equipment Manufacturer Startups.

No bonds or securities shall be released until any equipment to be maintained by the Town passes any specified manufacturer startup procedure. The warranty period shall not commence prior to the equipment passing any specified manufacturer startup procedure.

111-6. PERMANENT STORMWATER MANAGEMENT: DESIGN AND CONSTRUCTION INSPECTION

1) To comply with the Town's permanent stormwater standards for new development and redevelopment projects, design and install SCMs as established by Tennessee Rule 0400-40-10-.04 and comply with other requirements of Tennessee Rule 0400-40-10-.04. Note that for design purposes, total suspended solids (TSS) may be used as the indicator for the reduction of pollutants.

2) SCMs must be designed to provide full treatment capacity within 72 hours following the end of the preceding rain event for the life of the new development or redevelopment project. The designer may select from the most appropriate alternatives listed in the Town's BMP Manual.

3) Designs shall be based on the 24-hour design storm adopted by the Town:

   The Town has adopted, for use in designing water quality SCMs, the design storm requirements as established in Tennessee Rule 0400-40-10-.04. The Post Construction/Permanent water quality design storm is a 1-year, 24-hour storm event for water quality SCMs. See definition of Design Storm Event for the municipality's rainfall amounts for each return period interval. The Design Storm Events for the Town are: 1-yr., 2-yr., 5-yr., 10-yr., 25-yr., and 100-yr.

   The estimated design rainfall amounts, for any return period interval in terms of either depths or intensities for any duration, can be found by accessing the data available at https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html.

111-7. DESIGN STANDARDS FOR DETENTION AND/OR RETENTION PONDS

1) The calculated peak flow rate of stormwater runoff resulting from a one-year, two-year, five-year, ten-year, 25-year and 100-year return frequency 24-hour duration storm shall be no greater after development of the site than that which would result from a one-year, two-year, five-year, ten-year, 25-year and 100-year return frequency 24-hour duration storm on the same site prior to development.

2) Adequate attention must be given to safety and sanitation in the design of any detention facility. This includes, but is not limited to, a minimum of two percent slope in the bottom of all detention ponds, a minimum of 2.5:1 (H:V) side slopes or with traversable access to the pond's vegetated bottom and side slopes for maintenance, proposed contours should reflect 15 percent additional area for each two-foot contour of the detention or retention pond based

on the appropriately sized pond for the one-, two-, five-, ten-, 25-, and 100-year storms, a minimum of 4,500 cubic feet of storage volume, and a minimum of one foot of freeboard from the highest water surface elevation for the largest required design storm to the top of the berm before the 15 percent additional volume is added. First-flush volume and treatment shall be provided as described in the BMP manual.

3) The plans shall include sufficient design information to show that the facility will operate as required. This shall include the existing (or before site development) peak flow discharges, the after-site development peak flow discharges, and/or volumes of stormwater runoff based on the proposed site development, as well as all necessary computations used to determine the reduced peak flow rates for the design storms. The capacity of the facility shall be sufficient to control the volume of stormwater runoff resulting from one-year, two-year, five-year, ten-year, 25-year and 100-year return frequency 24-hour duration storms within the peak rate of flow requirements stated in this subsection.

4) Discharge from the stormwater detention pond shall be routed to a ditch, channel, or stormwater facility of adequate capacity. Calculations showing the capacity of the receiving stormwater facility and its capability to convey a ten-year frequency storm shall be provided. If the receiving stormwater facility is incapable of conveying a ten-year frequency storm, calculations showing the capacity of the receiving stormwater facility and its capability to convey a two-year frequency storm shall also be provided. The above calculations will be routed to the closer of the second existing street crossing or blue-line stream. If energy dissipation is required, calculations must be submitted to confirm that proposed energy dissipation is adequate for the design. Such dissipation structures must be located outside any buffer area and a sufficient distance from adjacent property to prevent any adverse impact, such as erosion and scouring, to those adjacent properties, buffers, or receiving drainage way.

5) The town administrator has authority to condition the approval of a permit upon the compliance with additional requirements, including, but not limited to, correctly sizing and installing offsite conveyance facilities or other stormwater management solutions required to reduce the adverse impact of the proposed development on other properties or the development.

6) If hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the town administrator may impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.

111-8. REQUIREMENTS FOR LOW-IMPACT DEVELOPMENT

Stormwater management addresses the conveyance and treatment of rainfall and other water entering a site. Low Impact Development (LID) is a specific development strategy to address stormwater in a way that closely mimics the natural, pre-development hydrologic system. At least 25 percent of the development's total area shall be designed so that its runoff will be accommodated through Low Impact Development (LID) measures. Measures shall be demonstrated on the drainage plan and in the drainage calculations for the development and the applicable LID measures specified as part of the site and landscape plan submittals.

Refer to Town of Farragut Code of Ordinances - Appendix D – Architectural Design Standards, Sections 1.34-37 “Stormwater Management and Low-Impact Development” for Site Design Guidelines.

111-9. REQUIREMENTS FOR DEVELOPMENTS DRAINING TO A SINKHOLE

1) Development on property where the proposed work encroaches the highest closed contour elevation of a sinkhole will require copies of the appropriate permits from the state department of environment and conservation (TDEC) prior to site development approval. After reviewing the state permit, the town administrator may require additional information related to structural integrity and flood protection. If the proposed development does not require TDEC approval, a letter from TDEC obtained by the applicant shall be submitted to the town prior to the issuance of a permit, stating that a TDEC permit is not required.
2) For development or redevelopment projects requiring attenuation or retention of the one-year, two-year, five-year, ten-year, 25-year and 100-year return frequency 24-hour duration storms with sinkholes entirely on site, calculations shall be provided showing that 100-year 24-hour design storm will not flood any structures assuming plugged conditions (zero cubic feet per second (0 cfs) outflow) for the sinkhole. These calculations must include the entire contributing watershed for the sinkhole. An easement is required around the sinkhole to include an area that is a minimum of five feet horizontally outside the highest closed contour elevation.
3) For development or redevelopment projects requiring attenuation or retention of the one-year, two-year, five-year, ten-year, 25-year and 100-year return frequency 24-hour duration storms with sinkholes partially on site, calculations must be provided showing that there will not be a rise in water surface elevations between the 100-year pre-developed and the 100-year post-developed 24-hour design storm assuming plugged conditions (zero cubic feet per second (0 cfs) outflow) for the sinkhole. An easement is required at a minimum of five feet horizontally outside the highest closed contour elevation on the section of the sinkhole located on the developed property. A rise in the 100-year water surface elevation is allowable when no structures will be flooded and all parties with ownership of the sinkhole agree in writing to allow the rise. In this case, an easement is required around the sinkhole to include an area that is a minimum of five feet horizontally outside the highest closed contour elevation.

111-10. DRAINPIPES

Material for pipes used for conveyance of stormwater within the town shall be in accordance with the following:

1) Cross drains and any other pipe under the pavement surfaces shall be reinforced concrete pipe (RCP). Storm drains within the roadway prism, but not under the pavement, shall also be RCP.
2) Any pipe, culvert, or drainage system dedicated to the town, whether inside or outside the right-of-way, shall be constructed of RCP.

3) RCP is required if the failure of the pipe would cause flooding or potential property damage on adjacent properties. RCP is required for all storm pipes and culverts that carry through water from adjacent properties ("off-site water").

4) RCP is required for all detention basin outlet structures.

5) Material for driveway pipes may be RCP, corrugated metal pipe (CMP), or double-walled high-density-polyethylene-pipe (HDPE) as desired by the responsible agency, corporation, or individual. RCP is required underneath any driveways or entrances that are heavily traveled or which would have the potential to flood areas within the public right-of-way or any structure.

6) Double-walled HDPE pipe and CMP may be used to convey stormwater generated on the particular property (on-site drainage), such as parking lots, buildings, etc. Both pipe materials (HDPE and CMP) may be used to convey water under driveways in locations where a pipe is outside the roadway prism, has adequate cover, and would not cause flooding of adjacent properties or rights-of-way in the event of pipe failure.

7) Installation of all pipes must be done with adequate pipe bedding, backfill material, and coupling bands as recommended by the pipe manufacturer.

8) All pipes, regardless of their material, shall be a minimum of 18 inches in diameter, with the exception of those pipes under greenways or trails, which shall be a minimum of 12 inches in diameter.

111-11. WATER QUALITY RIPARIAN BUFFERS

1) Post Construction/Permanent Water Quality Riparian Buffers.

Post Construction/Permanent Water Quality Riparian Buffers shall be those buffers defined in 111-4 above and shall meet the requirements described in this ordinance. The criteria for the width of the post construction/permanent buffer zone can be established on an average width basis at a project, if the minimum width of the buffer zone is more than the required minimum width at any measured location. If the new development or redevelopment site encompasses both sides of a stream, buffer averaging can be applied to both sides, but must be applied independently. Water quality riparian buffer widths are measured from the top of bank also referred to as the “ordinary high-water mark.” Stormwater discharges should enter the post construction/permanent water quality riparian buffer as sheet flow, not as concentrated flow, where site conditions allow.

All final plats and site plans shall:

a) Show the extent of any water quality riparian buffer on the subject property and be labeled as "water quality riparian buffer”;

b) Provide a note to reference any water quality riparian buffer stating, "There shall be no clearing, grading, construction, or disturbance of soil and/or native vegetation except as permitted by the Town”;

c) Provide a note to reference any protective covenants governing all water quality riparian buffers.

2) Available Parameters.

Post Construction/Permanent buffers for waters with available parameters for siltation or habitat alteration or unassessed waters:

a. Average buffer width: 30 feet.
b. Minimum buffer width: 15 feet

3) Unavailable Parameters.

Post Construction/Permanent buffers for Exceptional Tennessee Waters or waters with unavailable parameters for siltation or habitat alteration:

a. Average buffer width: 60 feet.
b. Minimum buffer width: 30 feet

4) Vegetative Requirements

a) The vegetative target is a mature strip of undisturbed native vegetation (either original or re-established) that can provide erosion control to the stream, leaf litter, and wood debris. This area shall be measured perpendicular from the edge, adjacent to streams, delineated wetlands, and springs. If streams, wetlands, or springs do not have an established aquatic buffer, then a planting plan shall be required. Such a planting plan shall be submitted to town staff for approval and comply with the following:

b) All planting plans shall be drawn at a scale of not less than one-inch equals 20 feet for small tracts and one-inch equals 50 feet for large tracts when the plans are printed on 24-inch by 36-inch sheets;

c) All plans must be submitted electronically in portable document format (PDF).

d) The planting plan shall include a "plant schedule", which lists the number and common and botanical name of all existing and proposed plantings. The "plant schedule" shall also list the height, spread, and where applicable, the caliper of all new plantings at the time of planting.

e) Establishment of a vegetated aquatic buffer must adhere to the following conditions and shown on the planting plan:

i) Stream banks must be planted with native vegetation that represent both woody (trees and shrubs) and herbaceous species as determined by a landscape architect. Density shall depend on the re-vegetation technique to be used and existing site conditions;

ii) No trees shall be planted in a utility district easement;

iii) No species may comprise more than one-third of the total planted trees or shrubs;

iv) Seedling/trees must be guaranteed at a 75 percent survivorship; and

v) Invasive species must be removed and managed.

5) Management and Maintenance of Water Quality Riparian Buffers

a) Management of water quality riparian buffers include specific limitation on alteration of the natural conditions. The following practices and activities are restricted within the water quality riparian buffer, except with prior approval from the Town:

   i) Clearing or grubbing of existing vegetation; and

   ii) Use, storage, and application of pesticides, herbicides, and fertilizers.

b) The following structures, practices, and activities are permitted in the aquatic buffer subject to prior approval by the town and the following specific design or maintenance features:

   i) Crossings, provided the following criteria are followed:
      a. The width should be the minimum width needed to allow for maintenance access and installation;
      b. The crossing shall be at an angle that minimizes clearing requirements; and
      c. The minimum number of crossings should be used within each development.

   ii) Paths, provided the design and location are approved by the town.

   iii) Utilities, provided the following criteria are followed:

      a. The width should be the minimum width needed to allow for maintenance access and installation; and
      b. The crossing should be at an angle that minimizes clearing requirements.

c) Individual trees within the water quality riparian buffer may be removed if in danger of falling, causing damage to dwellings or other structures, causing blockage of the stream, standing in the path of a proposed water or sewer main, or the roots of the tree are penetrating or in danger of penetrating a sewer line at a joint or pipe connection. The root wad or stump should be left in place, where feasible, to maintain soil stability.

d) All water quality riparian buffers must be protected during development activities. Prior to the initiation of development activities, ensure adequate visibility of the water quality riparian buffer by staking, flagging, or fencing. Permanent boundary markers, in the form of signage approved by the Town, may be required to be installed prior to the recording of the final plat, the issuance of a certificate of occupancy, or the issuance of a certificate of completion.

e) Water quality riparian buffers shall be left in a stabilized condition upon completion of the development. The vegetative condition of the entire aquatic buffer must be monitored, and landscaping or stabilization performed to repair erosion, damaged vegetation, or other problems identified. Invasive species must be removed and managed. Only native vegetation may be used in conjunction with stabilization activities. Property owners shall remain responsible for maintaining the water quality riparian buffer. Where any tree or shrub, which was required as part of an approved planting plan, is removed, such tree or shrub shall be replaced with an equivalent tree or shrub approved by town staff.

f) All landscaping or stabilization activities within the water quality riparian buffer must have prior approval by the Town. In addition, performing work in and around waters of the state may require coverage under a state and possibly a federal permit.

111-12. PERMANENT SCM MAINTENANCE AND INSPECTION

(1) As Built Plans.

All applicants are required to submit actual as built plans for any structures located on-site within 90 days after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by either a registered professional engineer or landscape architect licensed to practice in Tennessee. A sealed certification by the design engineer that all SCM's will function within design parameters as constructed shall accompany the as built plans. A final inspection by the Town is required before any performance security or performance bond will be released.

The Town shall have the discretion to adopt provisions for a partial pro-rata release of the performance security or performance bond on the completion of various stages of development. In addition, occupation permits shall not be granted until corrections to all stormwater management facilities have been made and accepted by the Town.

(2) Permanent Stormwater Management Plan.

In addition to the certified as built drawings, the Town shall be provided with a permanent stormwater management plan for the site and all stormwater management facilities (e.g., SCM's). Occupation permits shall not be granted until the permanent stormwater management plan has been approved and accepted by the Town.

(3) Inspection of Stormwater Management Facilities.

Periodic inspections of facilities shall be performed, documented, and reported in accordance with this chapter, as detailed in 111-13(1)b.ii.

(4) Records of Installation and Maintenance Activities.

Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation of the stormwater facility, and of all maintenance and repairs to the facility, and shall retain the records for at least three (3) years. These records shall be made available to the Town during inspection of the facility and at other reasonable times upon request.

(5) Failure to Meet or Maintain Design or Maintenance Standards.

If a responsible party fails or refuses to meet the design or maintenance standards required for stormwater facilities under this chapter, the Town, after notice as specified in the Enforcement Response Plan, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. If the stormwater management facility becomes a danger to public safety or public health, the Town shall notify in writing the party responsible for maintenance of the stormwater management facility. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the facility in an approved manner. If corrective action is not

undertaken within that time, the Town may take the necessary corrective action. The cost of any action by the Town under this section shall be charged to the responsible party.

(6) Danger to Public Health/Public Safety.

If the stormwater management facility becomes a danger to public safety or public health, the Town may take such immediate corrective action as deemed necessary.

111-13. PERMANENT SCMs: NEW DEVELOPMENT, EXISTING LOCATIONS, AND ONGOING DEVELOPMENTS

(1) On-Site Stormwater Management Facilities Inspection and Maintenance Agreement

a. Where the stormwater facility is located on property that is subject to a development agreement and the development agreement provides for a permanent stormwater maintenance agreement that runs with the land, the owner of property must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property owners, all subsequent property owners, and their lessees and assigns, including but not limited to, homeowner associations or other groups or entities.

The required maintenance agreement form is available through the Town's Engineering Department.

b. The maintenance agreement shall:
   i. Assign responsibility for the maintenance and repair of the stormwater facility to the owners of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.

   ii. Provide for a periodic inspection by the property owners in accordance with the requirements of subsection (3) below for the purpose of documenting maintenance and repair needs and to ensure compliance with the requirements of this ordinance. The property owners will arrange for this inspection to be conducted by individual(s) approved by the Town who will submit a signed written report of the inspection to the Town. It shall also grant permission to the Town to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.

   iii. Provide that the minimum maintenance and repair needs to include, but are not limited to:

      1) the removal of silt, litter and other debris, the cutting of grass, cutting and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other stormwater facilities. It shall also provide that the property owners shall be responsible for additional maintenance and repair needed to meet the intended design specification of the stormwater facility.

iv. Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the Town.
v. Provide that if the property is not maintained or repaired within the prescribed schedule, the Town shall perform the maintenance and repair at its expense and bill the same to the property owner. The maintenance agreement shall also provide that the Town's cost of performing the maintenance shall be a lien against the property.

(2) <u>Existing Problem Locations – No Maintenance Agreement</u>

a. The Town shall in writing notify the owners of existing locations and developments of specific drainage, erosion or sediment problems affecting or caused by such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance. Discharges from existing SCM's that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as non-compliant discharges.

b. Inspection of existing facilities. The Town may, to the extent authorized by state and federal law, enter and inspect private property for the purpose of determining if there are illicit non-stormwater discharges, and to establish inspection programs to verify that all stormwater management facilities are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of the Town's NPDES MS4 stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws.

   Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other SCM's.

(3) <u>Owner/Operator Inspections.</u>

The owners and/or operators of the SCMs shall:

a. Perform routine inspections to ensure that all SCM's are properly functioning. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at the site. Owners or operators shall maintain documentation of these inspections. The Town may require submittal of this documentation.

b. Perform comprehensive inspection of all stormwater management facilities and practices. These inspections shall be conducted once every five years, at a

minimum. Such inspections must be conducted by individual(s) approved by the Town. Complete inspection reports for these five-year inspections shall include:

i. Facility type,

ii. Inspection date,

iii. Latitude and longitude and nearest street address,

iv. BMP owner information (e.g. name, address, phone number, fax, and email),

v. A description of BMP condition including:

vegetation and soils; inlet and outlet channels and structures; embankments, slopes, and safety benches; spillways, weirs, and other control structures; and any sediment and debris accumulation,

vi. Photographic documentation of BMP's, and

vii. Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and reinspection dates.

c. Owners or operators shall maintain documentation of these inspections. The Town may require submittal of this documentation.

(4) <u>Requirements for All Existing Locations and Ongoing Developments</u>.

The following requirements shall apply to all locations and developments at which land disturbing activities have occurred previous to the enactment of this ordinance:

a. Denuded areas must be vegetated or covered under the standards and guidelines specified in the BMP Manual and on a schedule acceptable to the Town.

b. Cuts and slopes must be properly covered with appropriate vegetation and/or retaining walls constructed.

c. Drainage ways shall be appropriately stabilized.

d. Trash, junk, rubbish, etc. shall be cleared from drainage ways.

e. Stormwater runoff shall, at the discretion of the Town, be treated to the maximum extent practicable to prevent its pollution. Such control measures may include, but are not limited to, the following:

i. Ponds

1. Detention pond
2. Extended detention pond
3. Wet pond
4. Alternative storage measures

ii. Constructed wetlands

iii. Infiltration systems

1. Infiltration/percolation trench
2. Infiltration basin
3. Drainage/recharge well
4. Porous pavement

iv. Filtering systems

1. Media Filter
2. Sand filter
3. Filter/absorption bed
4. Filter and buffer strips

v. Open channel

1. Swale

(5) Corrections of Problems Subject to Appeal.

Corrective measures imposed by the Town under this section are subject to appeal under section 111-16 of this chapter.

111-14. ILLICIT DISCHARGES

This section shall apply to all water generated on developed or undeveloped land entering the Town's separate storm sewer system.

(1) Prohibition of Illicit Discharges.

No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. No person shall allow discharges that flow from a stormwater facility that is not inspected in accordance with section 111-13(1)b.ii.. Non-stormwater discharges shall include, but shall not be limited to, sanitary wastewater, car wash wastewater, radiator flushing disposal, spills from roadway accidents, carpet cleaning wastewater, effluent from septic tanks, improper oil disposal, laundry wastewater/gray water, improper disposal of auto and household toxics. The commencement, conduct or continuance of any non-stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:

a. Water line flushing
b. Landscape irrigation
c. Diverted stream flows
d. Rising ground waters

e. Uncontaminated ground water infiltration (Infiltration is defined as water other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.)

f. Uncontaminated pumped ground water

g. Discharges from potable water sources

h. Air conditioning condensation

i. Irrigation water

j. Springs

k. Water from crawl space pumps

l. Footing (foundation)drains

m. Lawn watering

n. Individual residential car washing

o. Flows from riparian habitats and wetlands

p. Dechlorinated swimming pool discharges

q. Street wash water with no soaps or solvents

r. Discharges or flows from firefighting activities

Unless the Town determines they are significant contributors of pollutants to the MS4.

(2) Prohibition of Illicit Connections.

The construction, use, maintenance or continued existence of illicit connections to the municipal separate storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. This prohibition expressly includes SCM's connected to the system not properly inspected and maintained in accordance with this ordinance.

a. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMP's necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section. Discharges from existing SCM's that have not been maintained and/or inspected in accordance with this ordinance shall be prohibited.

(3) Notification of Spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into, the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the Town in person or by telephone, fax, or email, no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the Town within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

(4) No Illegal Dumping Allowed.

No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the Town; such illegal activity exposes runoff to contamination, generating an illicit discharge. Therefore, any individual or corporation guilty of illegal dumping may have committed a violation of this ordinance.

111-15. ENFORCEMENT

(1) **Enforcement Authority.**

The Town shall have the authority to issue notices of violation and citations, and to impose civil penalties to anyone that violates this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the Town. The Town's enforcement authority includes (as set forth in the Town's Enforcement Response Plan (ERP)):

(a) Verbal Warnings – At a minimum, verbal warnings must specify the nature of the violation and required corrective action(s).

(b) Written Notices – Written notices must stipulate the nature of the violation and the required corrective action, with deadlines for taking such action.

(c) Citations with Administrative Penalties – The Town has the authority to assess monetary penalties, which may include civil and administrative penalties.

(d) Stop Work Orders – Stop work orders that require construction activities to be halted, except for those activities directed at cleaning up, abating discharge, and installing appropriate control measures.

(e) Withholding of Plan Approvals or Other Authorizations – Where a facility is in noncompliance, the Town own approval process affecting the facility's ability to discharge to the MS4 can be used to abate the violation.

(f) Additional Measures — The Town may also use other escalated measures provided by local legal authorities. The Town may perform work necessary to improve erosion control measures and collect the funds from the responsible party in an appropriate manner, such as collecting against the project's bond or directly billing the responsible party to pay for work and materials.

(2) **Notification of Violation.**

(a) Verbal warning — Verbal warning may be given at the discretion of the inspector when it appears the condition can be corrected by the violator within a reasonable time, which time shall be approved by the inspector.

(b) Written notice — Whenever the Town finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the Town may serve upon such person written notice of the violation. Within ten (10) days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Town. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.

(c) Consent orders — The Town is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance; such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraphs (d) and (e) below.

(d) Show cause hearing — The Town may order any person who violates this chapter or permit, or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served to the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.

(e) Compliance order — When the Town finds that any person has violated or continues to violate this chapter or a permit or order issued thereunder, he may issue an order to the violator directing that, following a specific time period, adequate structures or devices be installed and/or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the

construction of appropriate structures, installation of devices, self-monitoring, and management practices.

(f) Cease and desist and stop work orders — When the Town finds that any person has violated or continues to violate this chapter or any permit or order issued hereunder, the Town may issue a stop work order or an order to cease and desist all such violations and direct those persons in noncompliance to:

(i) Comply forthwith; or

(ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation; including halting operations except for terminating the discharge and installing appropriate control measures.

(g) Suspension, revocation or modification of permit — The Town may suspend, revoke or modify the permit authorizing the land development project or any other project of the applicant or other responsible person within the Town. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the Town may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

(h) Conflicting standards — Whenever there is a conflict between any standard contained in this chapter and in the BMP manual(s) adopted by the Town under this ordinance, the strictest standard shall prevail.

111-16. PENALTIES

Violations.

Any person who shall commit any act declared unlawful under this chapter, who violates any provision of this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the Town, shall be guilty of a civil offense.

(1) **Penalties**

Under the authority provided in Tennessee Code Annotated § 68-221-1106, the Town declares that any person violating the provisions of this chapter may be assessed a civil penalty by the Town of not less than fifty dollars ($50.00) and not more than five thousand dollars ($5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.

(2) **Measuring Civil Penalties**

In assessing a civil penalty, the Town shall consider:

(a) The harm done to the public health or the environment;

(b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;

(c) The economic benefit gained by the violator;

(d) The amount of effort put forth by the violator to remedy this violation;

(e) Any unusual or extraordinary enforcement costs incurred by the City; The amount of penalty established by ordinance or resolution for specific categories of violations; and

(f) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.

(3) Recovery of Damages and Costs

In addition to the civil penalty in the subsection above [111-16. (1)], the Town may recover:

(a) All damages proximately caused by the violator to the Town may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this chapter, or any other actual damages caused by the violation.

(b) The costs of the Town's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this chapter.

(4) Referral to TDEC

In accordance with the Town's Enforcement Response Plan and the NPDES Permit requirements, the Town may also notify TDEC of violations.

(5) Other Remedies

The Town may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.

(6) Remedies Cumulative

The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

111-17. APPEALS

Pursuant to Tennessee Code Annotated § 68-221-1106(d), any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this chapter may appeal said penalty or damage assessment to the Town's governing body.

(1) Appeals to be in Writing

The appeal shall be in writing and filed with the municipal recorder or clerk within fifteen (15) days after the civil penalty and/or damage assessment is served in any manner authorized by law.

(2) Public Hearing

Upon receipt of an appeal, the Town's governing body, or other appeals board established by the Town's governing body shall hold a public hearing within thirty (30) days. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a daily newspaper of general circulation. Ten (10) days' notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the governing body of the Town shall be final.

(3) Appealing Decisions of the Town's Governing Body

Any alleged violator may appeal against a decision of the Town's governing body pursuant to the provisions of Tennessee Code Annotated, title 27, chapter 8.

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 _____, 2024, with approval recommended by the Farragut Municipal Planning Commission (FMPC).

_____
Scott Russ, Chairman

_____
Shannon Preston, Secretary

AGENDA NUMBER V.A.2.d. **MEETING DATE June 13, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 24-12, 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 24-12 on first reading to amend the Fiscal Year 2024 General Fund and Capital Investment Program budget.

General Fund

DISCUSSION:

The **General Fund Budget** will be amended by increasing the appropriated expenditures from $10,492,102 to $10,559,102, an increase of $67,000. This amendment is needed to budget for additional funds needed for the following. All are related to the increased cost of these services and insurance coverage.

- Legal Services-Increase of $40,000
- Property Insurance-increase of $10,000
- Liability Insurance-increase of $17,000

FINANCIAL SECTION: General Fund Budget

Account Number: General Fund Expenditures

FY2024 Budget	Requested Amendment	FY2024 Amended Budget
$10,492,102	$67,000	$10,559,102

Approved By: Allison Myers

Capital Investment Program

DISCUSSION:

The **Capital Investment Program** budget will be amended by increasing the appropriated expenditures from $23,873,906 to $26,842,585, an increase of $2,968,679. The amendments needed were budgeted in the FY23 CIP and will need to be transferred to the FY24 CIP. The Union Road Engineering amendment was budgeted in the FY21 CIP and will need to be transferred to the FY24 CIP.

Budget amendments are needed for the following projects:

- McFee Bike Trail-transferring $43,385 from FY23 to FY24
- Virtue Road Improvements Engineering- transferring $663,600 from FY23 to FY24
- Town Hall Playground- transferring $55,080 from FY23 to FY24
- Campbell Station Inn Design Consulting- transferring $250,000 from FY23 to FY24
- Little Turkey Creek Greenway-Brookmere to Sheffield- transferring $652,906 from FY23 to FY24

- Union Road Right-of-Way- transferring $579,702 from FY23 to FY24
- Union Road Engineering- transferring $724,006 from FY21 to FY24

FINANCIAL SECTION: Capital Investment Program

Account Number: Capital Investment Program Expenditure

FY2024 Amended Budget	Requested Amendment	FY2024 Amended Budget
$23,873,906	$2,968,679	$26,842,585

Approved By: Allison Myers

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

PROPOSED MOTION: Motion to approve Ordinance 24-12 on first reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

ORDINANCE	24-12
PREPARED BY	Myers
1ST READING	June 13, 2024
2ND READING	June 27, 2024
PUBLISHED IN	Farragut Press
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE FISCAL YEAR 2023-2024 GENERAL FUND AND CAPITAL INVESTMENT PROGRAM BUDGETS, 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:

The **General Fund Budget** will be amended by increasing the appropriated expenditures from $10,492,102 to $10,559,102, an increase of $67,000. This amendment is needed to budget for additional funds needed for the following. All are related to the increased cost of these services and insurance coverage.

- Legal Services-Increase of $40,000
- Property Insurance-increase of $10,000
- Liability Insurance-increase of $17,000

The **Capital Investment Program** budget will be amended by increasing the appropriated expenditures from $23,873,906 to $26,842,585, an increase of $2,968,679. The amendments needed were budgeted in the FY23 CIP and will need to be transferred to the FY24 CIP. The Union Road Engineering amendment was budgeted in the FY21 CIP and will need to be transferred to the FY24 CIP.

Budget amendments are needed for the following projects:

- McFee Bike Trail-transferring $43,385 from FY23 to FY24
- Virtue Road Improvements Engineering- transferring $663,600 from FY23 to FY24
- Town Hall Playground- transferring $55,080 from FY23 to FY24
- Campbell Station Inn Design Consulting- transferring $250,000 from FY23 to FY24
- Little Turkey Creek Greenway-Brookmere to Sheffield- transferring $652,906 from FY23 to FY24
- Union Road Right-of-Way- transferring $579,702 from FY23 to FY24
- Union Road Engineering- transferring $724,006 from FY21 to FY24

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

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

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

AGENDA NUMBER VI.A. MEETING DATE June 13, 2024

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Eric Schindler, Assistant Town Engineer

SUBJECT: Approval of Bids for Contract 2025-02, Annual On-Call Pavement Marking

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INTRODUCTION: The purpose of this agenda item is to consider bids and award our Annual Pavement Markings contract to the selected contractor.

BACKGROUND: Each year we advertise a request for bid proposals for the installation of pavement markings for our streets. Proposals are obtained for the various line items we typically see during the given year, and we recommend award of this contract to a contractor based upon their unit prices and their responsiveness (if they've completed this contract in the past) as well as their ability to perform the required work. We received one bid on May 31, from Volunteer Highway Supply Company Inc. We have attached a tabulation of the bidder's unit prices, along with a tabulation of the current year's prices. There has been an approximately 10%-20% increase in bid unit prices from the current year's unit prices. Staff recommends awarding this contract to Volunteer Highway Supply. The Town has worked with Volunteer Highway Supply for many years, and we have always been pleased with their performance.

FINANCIAL SECTION: Pavement Marking

Project: 121-43100-2910

Total Budget	Contract Amount	Remaining Amount
$50,000	$50,000	$0

Approved By: Allison Myers

RECOMMENDATION BY: Eric Schindler, Assistant Town Engineer

PROPOSED MOTION: Approval of bids and award of Contract 2025-02 to Volunteer Highway Supply Company Inc.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

2025-02: On-Call Pavement Marking

ITEM #	DESCRIPTION	UNIT	2024 rates (Volunteer Highway Supply Co. Inc.) UNIT PRICE	2025 Current Rates Volunteer Highway Supply Co. Inc. UNIT PRICE
1.1	Painted Word Pavement Marking (ONLY)	EA	$ 65.00	$ 75.00
1.2	Painted Word Pavement Marking (SCHOOL)	EA	$ 125.00	$ 150.00
2.1	8” Raised Ceramic Markers/Refl.	EA	$ 75.00	$ 100.00
3.1	Durable Reflectorized Pavement Marking (4” Line) 3M All Weather Paint	L.F.	$ 0.40	$ 0.45
716-01.11	RAISED PVMT MARKERS (BI-DIRECTIONAL) (1 COLOR LENS)	EA	$ 8.25	$ 10.00
716-01.12	RAISED PVMT MARKERS (MONO-DIRECTIONAL) (1 COLOR LENS)	EA	$ 8.25	$ 10.00
716-01.13	RAISED PVMT MARKERS (BI-DIRECTIONAL) (2 COLOR LENS)	EA	$ 8.25	$ 10.00
716-01.23	SNOW PLOWABLE REFLECTIVE MARKER (BI-DIRECTIONAL) (2 COLOR LENS)	EA	$ 35.00	$ 40.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK) 8"	L.F.	$ 11.00	$ 10.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK) 12"	L.F.	No Bid	$ 12.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	$ 20.00	$ 22.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	$ 12.00	$ 15.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EA	$ 200.00	$ 250.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	$ 1.15	$ 1.20
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L.F.	$ 1.15	$ 1.20
716-02.30	RETRACING PAVEMENT MARKINGS - PLASTIC (4" LINE)	L.M.	$ 3,200.00	$ 4,200.00
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EA	$ 150.00	$ 200.00
716-03.04	PLASTIC WORD PAVEMENT MARKING (SCHOOL)	EA	$ 400.00	$ 450.00
716-03.05	PLASTIC WORD PAVEMENT MARKING (BIKE LANE)	EA	$ 400.00	$ 450.00
716-04.03	PLASTIC PAVEMENT MARKING (4" DOTTED LINE)	L.F.	$ 1.00	$ 1.00
716-04.10	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EA	$ 225.00	$ 250.00
716-04.11	PLASTIC PAVEMENT MARKING (BICYCLE SYMBOL W/RIDER)	EA	$ 400.00	$ 450.00
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	$ 10.00	$ 10.00
716-04.13	PLASTIC PAVEMENT MARKING (BIKELANE SYMBOL & ARROW)	EA	$ 400.00	$ 475.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	$ 590.00	$ 685.00
716-05.03	PAINTED PAVEMENT MARKING (CROSS-WALK)	L.F.	$ 4.00	$ 5.00
716-05.04	PAINTED PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	$ 10.00	$ 12.00
716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	$ 6.00	$ 7.00
716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EA	$ 85.00	$ 100.00
716-05.08	PAINTED PAVEMENT MARKING (PARKING LINE)	L.F.	$ 2.00	$ 3.00
716-05.50	PAINTED PAVEMENT MARKINGS(8" LINE)	L.F.	$ 0.80	$ 1.20
716-05.51	PAINTED PAVEMENT MARKINGS(12" LINE)	L.F.	$ 2.00	$ 2.50
716-05.60	RETRACING PAVEMENT MARKINGS - PAINTED (4" LINE)	L.M.	$ 525.00	$ 600.00
716-05.61	RETRACING PAVEMENT MARKINGS - PAINTED (8" BARRIER LINE)	L.F.	$ 0.70	$ 1.00
716-05.62	RETRACING PAVEMENT MARKINGS - PAINTED (6" LINE)	L.M.	$ 600.00	$ 775.00
716-05.64	RETRACING PAVEMENT MARKINGS - PAINTED (6" DOTTED LINE)	L.F.	$ 0.50	$ 1.00
716-05.72	PERFORMANCE BASED RETRACING SPRAY THERMO 4IN	L.M.	$ 2,900.00	$ 3,600.00
716-05.73	PERFORMANCE BASED RETRACING SPRAY THERMO 6IN	L.M.	$ 3,600.00	$ 4,200.00
716-06.01	PAINTED WORD PVMT MARK (Handicap Symbol)	EA	$ 125.00	$ 150.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	$ 1.00	$ 1.00
716-08.11	REMOVAL OF WORD PAVEMENT MARKING	EA	$ 75.00	$ 100.00
716-09.79	THERMOPLST PVMT MARK PROFILE LINE(4")	L.M.	No Bid	No Bid
716-13.01	SPRAY THERMO PVMT MRKNG (60 mil) (4IN LINE)	L.M.	$ 2,900.00	$ 3,000.00
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	$ 3,600.00	$ 3,600.00
716-13.03	SPRAY THERMO PVMT MRKNG (60 mil) (8IN BARRIER LINE)	L.F.	$ 2.00	$ 2.00
716-13.04	SPRAY THERMO PVMT MRKNG (60 mil) (4IN DOTTED LINE)	L.F.	$ 1.00	$ 1.00
716-13.05	SPRAY THERMO PVMT MRKNG (60 mil) (6IN DOTTED LINE)	L.F.	$ 1.00	$ 1.00
716-13.06	SPRAY THERMO PVMT MRKNG (40 mil) (4IN LINE)	L.M.	$ 2,700.00	$ 2,800.00
716-13.07	SPRAY THERMO PVMT MRKNG (40 mil) (6IN LINE)	L.M.	$ 3,250.00	$ 3,400.00
716-13.08	SPRAY THERMO PVMT MRKNG (40 mil) (8IN BARRIER LINE)	L.F.	$ 1.00	$ 2.00

716-13.09	SPRAY THERMO PVMT MRKNG (40 mil) (4IN DOTTED LINE)	L.F.	$ 1.00	$ 1.00
716-13.10	SPRAY THERMO PVMT MRKNG (40 mil) (6IN DOTTED LINE)	L.F.	$ 1.00	$ 1.50
716-13.11	SPRAY THERMO PVMT KRKNG (60 MIL 12IN BARRIER LINE)	L.F.	$ 4.00	$ 4.00
716-14.01	PROFILED THERMO PVMT MRKNG AUDIBLE (4IN)	L.M.	No Bid	No Bid
716-14.02	PROFILED THERMO PVMT MRKNG AUDIBLE (6IN)	L.M	No Bid	No Bid

AGENDA NUMBER VI.B. MEETING DATE June 13, 2024

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Eric Schindler, Assistant Town Engineer

SUBJECT: Approval of Bids for Contract 2025-03, Annual On-Call Guardrail Maintenance

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INTRODUCTION: The purpose of this agenda item is to consider bids and award our Annual Guardrail Maintenance contract to the chosen contractor.

BACKGROUND: Each year we advertise a request for bid proposals for maintenance of guardrail. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices and their responsiveness (if they've completed this contract in the past) as well as their ability to perform the required work. We received one bid on May 31 from Roadway Solutions, LLC. A copy of the bid tabulation has been attached, including the current year's unit prices for comparison. Staff recommends award of Contract 2025-03 to Roadway Solutions, LLC. Roadway Solutions has been our contractor for the past several years, and we have always been pleased with their performance.

FINANCIAL SECTION: Guardrail Maintenance

Project: 121-43100-4230

Total Budget	Contract Amount	Remaining Amount
$15,000	$15,000	$0

Approved By: Allison Myers

RECOMMENDATION BY: Eric Schindler, Assistant Town Engineer

PROPOSED MOTION: Approval of bids and award of Contract 2025-03 to Roadway Solutions, LLC.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	POVLIN	MEYER	BURNETTE	WHITE
YES					
NO					
ABSTAIN					

2025-03: On-Call Guardrail Maintenance

ITEM #	DESCRIPTION	UNIT	(2024 Unit Prices) Roadway Solutions, LLC UNIT PRICE	(2025 Unit Prices) Roadway Solutions, LLC UNIT PRICE
705-01.01	GUARDRAIL AT BRIDGE ENDS	LF	$ 100.00	$ 150.00
705-01.04	METAL BEAM GUARD FENCE	LF	$ 115.00	$ 125.00
705-02.01	SINGLE GUARDRAIL WITH RUB-RAIL (TYPE 2)	LF	$ 42.00	$ 47.00
705-02.02	SINGLE GUARDRAIL (TYPE 2)	LF	$ 36.50	$ 37.00
705-02.03	SINGLE GUARDRAIL (TYPE 2) LONG POST	LF	$ 42.00	$ 44.00
705-02.20	SINGLE GUARDRAIL (TYPE 2) LONG POST (6'-9')	LF	$ 47.00	$ 48.00
705-02.25	SINGLE GUARDRAIL (TYPE 2) LONG POST (9'-12')	LF	$ 53.75	$ 53.00
705-04.02	GUARDRAIL TERMINAL (TYPE 12)	EA	$ 4,000.00	$ 4,750.00
705-04.03	GUARDRAIL TERMINAL (TYPE 13)	EA	$ 1,700.00	$ 1,750.00
705-04.04	GUARDRAIL TERMINAL (TYPE 21) (S-GRT-3)	EA	$ 3,300.00	$ 4,000.00
705-04.07	TAN ENERGY ABSORBING TERM (NCHRP 350, TL3) (TYPE 38) (S-GRT-2)	EA	$ 3,800.00	$ 4,500.00
705-04.09	EARTH PAD FOR TYPE 38 GR END TREATMENT	EA	$ 2,000.00	$ 2,450.00
705-04.10	EARTH PAD FOR GUARD RAIL END TREATMENT	EA	$ 2,000.00	$ 2,200.00
705-04.11	STONE FOR GUARDRAIL END TERMINAL PAD	TN	$ 100.00	$ 105.00
705-06.01	W BEAM GR (TYPE 2) MASH TL3	LF	$ 36.00	$ 37.00
705-06.20	TANGENT ENERGY ABSORBING TERM MASH TL-3	EA	$ 4,000.00	$ 4,500.00
705-06.30	GR TERMINAL (TYPE 21) MASH TL2	EA	$ 3,500.00	$ 4,000.00
706-01	GUARDRAIL REMOVED	LF	$ 12.00	$ 12.50
706-03.01	POSTS FURNISHED	EA	$ 350.00	$ 300.00
706-06.03	RADIUS RAIL	LF	$ 54.00	$ 54.00
706-06.05	RADIUS RAIL ON LONG POST (6-9 FT)	LF	$ 68.50	$ 68.50
706-06.06	RADIUS RAIL ON LONG POST (9-12 FT)	LF	$ 78.00	$ 78.00
706-10.26	ROUNDED END ELEMENT	EA	$ 150.00	$ 175.00
706-10.73	REMOVAL OF GUARDRAIL & POST FOR REUSE	LF	$ 12.50	$ 12.50
706-10.82	CONCRETE BRIDGE END OR PIER PROTECTION REPAIR	CY	$ 5,500.00	$ 10,000.00
712-01	TRAFFIC CONTROL(LANE CLOSURE) (per work order)	EA	$ 1,150.00	$ 1,150.00
717-01	MOBILIZATION (per work order)	EA	$ 600.00	$ 600.00
717-01.03	MOBILIZATION (emergency work per work order)	EA	$ 1,150.00	$ 1,200.00

AGENDA NUMBER VI.C. MEETING DATE June 13, 2024

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Eric Schindler, Assistant Town Engineer

SUBJECT: Approval of Bids for Contract 2025-04, Annual On-Call Signal Maintenance Contract

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INTRODUCTION: The purpose of this agenda item is to consider bids and award our Annual Signal Maintenance contract to the selected contractor.

BACKGROUND: Each year we advertise a request for bid proposals for maintenance of our traffic signals. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices and their responsiveness (if they've completed this contract in the past) as well as their ability to perform the required work. We received two bid proposals on May 31, from Progression Electric, LLC, and Davis H. Elliot Company, Inc. We have attached a tabulation of unit prices from the two companies. These unit prices from both bidders are competitive. The ATMS project is currently in the final construction stages, and having two different companies working in the same cabinets introduces potential for miscommunication and finger-pointing when issues arise. With this additional consideration in mind, staff recommends award of this contract to Progression Electric, LLC. The Town has contracted with Progression in the past, and we've always been pleased with their performance.

FINANCIAL SECTION: Signal Maintenance

Project: 110-41670-2640

Total Budget	Contract Amount	Remaining Amount
$60,000	$60,000	$0

Approved By: Allison Myers

RECOMMENDATION BY: Eric Schindler, Assistant Town Engineer.

PROPOSED MOTION: Approval of bids and award of Contract 2025-04 to Progression Electric, LLC.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	POVLIN	MEYER	BURNETTE	WHITE
YES					
NO					
ABSTAIN					

2025-04: On-Call Traffic Signal Maintenance

				Progression Electric, LLC (2024 Prices)	Progression Electric, LLC (2025 Prices)
TYPE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE
Scheduled	Scheduled Preventive Maintenance (semi-annual) per signal intersection	EA	26	$ 184.50	**$ 204.00**
Scheduled	Scheduled Preventive Maintenance (annual) per signal intersection	EA	26	$ 185.00	**$ 255.00**
			TOTAL	$ 9,607.00	**$ 11,934.00**
Non-Scheduledd	Emergency– (2 Hour Response Time)	HR		$ 175.00	**$ 170.00**
Non-Scheduledd	Same-day– (8 Hour Response Time)	HR		$ 155.00	**$ 150.00**
Non-Scheduledd	After-hours – (8 Hour Response Time)	HR		$ 165.00	**$ 160.00**
Non-Scheduledd	Regular	HR		$ 155.00	**$ 150.00**
Non-Scheduledd	15 ton crane (4 hour minimum per service call.)	HR		$ 115.00	**$ 175.00**
Miscellaneous	SERVICE TRUCK – OPERATOR/ELECTRICIAN INCLUDED	HR		$ 95.00	**$ 95.00**
Miscellaneous	BUCKET TRUCK – OPERATOR/ELECTRICIAN INCLUDED	HR		$ 140.00	**$ 150.00**
Miscellaneous	Laborer	HR		$ 56.00	**$ 60.00**
Miscellaneous	Technician, IMSA Level I	HR		$ 67.00	**$ 70.00**
Miscellaneous	Technician, IMSA Level II	HR		$ 69.00	**$ 70.00**
Miscellaneous	Technician, IMSA Level III	HR		$ 80.00	**$ 90.00**
Miscellaneous	Licensed Electrician	HR		$ 85.00	**$ 90.00**
Miscellaneous	REPAIR MASTER CONTROLLER or CONTROLLER (Remove & Re-install Only)	HR		$ 200.00	**$ 150.00**
Miscellaneous	Provide temporary controller	EA		$ 350.00	**$ 350.00**
Miscellaneous	Provide temporary CONFLICT MONITOR	EA		$ 210.00	**$ 210.00**
Miscellaneous	REPLACE EXISTING LOOP DETECTOR, INCLUDES SAW CUT PAVEMENT & LEAD-IN	LF		$ 15.00	**$ 17.00**

AGENDA NUMBER VI.D. **MEETING DATE June 13, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Ron Oestreich, Parks and Recreation Director

SUBJECT: Approval of Contract for Professional Design Services – MBLP Pickleball Courts and Parking

---

INTRODUCTION: The purpose of this item is consideration of the professional design services for the Pickleball complex and parking lot at Mayor Bob Leonard Park.

BACKGROUND: After much discussion over the past year, The Board of Mayor and Alderman has directed staff to begin the design process for building an 8-court, lighted Pickleball complex with an adjacent 25 vehicle parking lot at Mayor Bob Leonard Park. This new complex will be located in the southwest corner of the park where grass rectangle Field 6 is currently located. The entirety of this design proposal also includes the moving of the field lights from the west side of Field 6 to the west side of the adjacent rectangle Field 5.

SCOPE OF WORK: The proposed Design Firm, Ross/Fowler will provide the following for this project as specified in the proposal and attached AIA contract.

- Conceptual Designs
- Construction Documents
- Project Bid
- Construction Administration

FINANCIAL SECTION: Project is in the FY25 CIP

Project: **Pickleball Complex and Parking MBLP**

Design Budget	Requested Amount	Expenditures to Date	Available Amount
$110,000	$90,900- Design $8,300 – Survey **$99,200 – Total**	$0	$10,800

Approved By: Allison Myers

RECOMMENDATION BY: Ron Oestreich, Parks & Recreation Director

PROPOSED MOTION: Approval and award of Contract to Ross/Fowler for their design services in the amount of **$99,200.**

MOTION BY:_____ SECONDED BY:_____

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

Mr. Ron Oestreich
Parks and Leisure Services Director
Town of Farragut
11408 Municipal Drive
Farragut, TN

May 17, 2024

Re: Mayor Bob Leonard Park
Pickleball Court and Parking Improvements Project
Proposal for Professional Design Services

Dear Mr. Oestreich:

Thank you for considering Ross/Fowler to provide design services for the Mayor Bob Leonard Park Pickleball Court and Parking Improvements Project. We appreciate this opportunity and are pleased to offer this proposal.

PROJECT SCOPE

The scope of work is the full basic services for the site and landscape design associated with the Mayor Bob Leonard Park Pickleball Court and Parking Improvements Project. The site development generally includes 8 lighted pickleball courts with acrylic surfacing; black vinyl chain link perimeter and divider fencing; a 25-car light-duty asphalt parking lot; pedestrian circulation improvements between parking and the pickleball courts including connection to the existing park greenway; relocated soccer field lighting; planting; and grading and drainage. Survey for the project will be provided separately under a separate proposal.

The project team assembled by Ross/Fowler includes:

- Civil Engineer – Harold Brown Design, LLC
- Electrical Engineer – Vreeland Engineers

PROPOSED APPROACH AND SERVICES

A. Conceptual Design Phase

1. Review Town of Farragut Code Requirements to inform design decisions.
2. Develop two (2) conceptual sketches for the Town to review and approve desired program outcomes.
3. Preliminary Meeting to review concept sketches for Town approval.
4. Proceeding from the Town's approved program, develop and refine one (1) concept plan at an acceptable scale of the project site illustrating the vehicular and pedestrian network (including parking areas), pedestrian gathering spaces, site amenities, hardscape areas, green spaces, lighting, and associated landscape treatments.
5. Review combined concept with Town for approval
6. Refine final Concept into one (1) illustrative plan.
7. Review Meeting of final Conceptual Design.

B. Construction Documents Phase

1. Proceeding from the approved Conceptual Design drawings and comments from the Town, prepare drawings for the project improvements at the Construction Documents level. This design phase will include review sets at the 30% and 50% CD level and 100% CD level milestones.
2. CD Set of Deliverables may include:
   - Site Plan with Enlargements of selected key elements.
   - Layout and Materials Plan
   - Grading and Drainage Plan
   - Site Furnishings and Amenities Plan
   - Site Lighting Plan

- Planting Plan
- Details Sheets
- Specifications and Project Manual

3. Coordinate the work of the Civil Engineer and Electrical Engineer
4. Participate in Town Review Meetings
5. Revise drawings as required for Town approval.
6. Submit drawings for permit review and approval

C. Bidding Phase

1. Cooperate with Town administration of the bidding process
2. Interpretation of Ross/Fowler drawings/specifications to bidders or contractor
3. Preparation of Addenda within area of responsibility
4. Analysis of Alternates/Substitutions as requested
5. Meetings Participation

D. Construction Administration Phase

1. Participation in Preconstruction Meeting
2. Office construction administration
3. Periodic construction progress meeting/field observation visits
4. Participation in initial, semi-final and final inspections
5. Preparation of written punch lists associated with inspections

COMPENSATION

Compensation to Ross/Fowler for the scope of services described above shall be the stipulated sum of Ninety thousand nine hundred dollars ($90,900.00) plus authorized reimbursable expenses.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for the Landscape Architectural services and include expenses incurred by the Landscape Architect and the Landscape Architect's consultants directly related to the project. Reimbursable expenses include authorized travel, printing, express shipment of documents, and other authorized direct project related expenditures by the landscape architect. Reimbursable expenses are billed at a multiple of 1.15 times the expense incurred by the Landscape Architect.

ADDITIONAL SERVICES

Should the need for additional services arise, those services shall be authorized in advance and shall be compensated on an hourly basis approved in advance in writing. Ross/Fowler's 2024 hourly rates are as follows: Principal $210/hr., Associate/Project Manager III $165/hr., Associate/Project Manager II $150/hr., Project Manager I $135/hr., Landscape Architect IV $110/hr., Landscape Architect III $90/hr., Landscape Architect II $85/hr., Landscape Architect I $75/hr., Technical III $70/hr., Technical II $60/hr., Technical I $45/hr., Administrative III $120/hr., Administrative II $50/hr., Administrative I $45/hr.

PAYMENT

Ross/Fowler will bill monthly based upon the progress of the work. Payments shall be made to Ross/Fowler in proportion to services rendered within thirty (30) days of receipt of invoice.

We appreciate your consideration of this proposal for professional design services. Please do not hesitate to contact us with any questions you may have regarding this proposal. We look forward to working with you on the Mayor Bob Leonard Park Pickleball Court and Parking Improvements Project. Upon acceptance of this proposal, we will prepare the appropriate form of agreement.

Sincerely,

ROSS/FOWLER, P.C.



Patrick C. Brown, ASLA
President

Mr. Ron Oestreich
Parks and Leisure Services Director
Town of Farragut
11408 Municipal Drive
Farragut, TN

May 17, 2024

Re: Mayor Bob Leonard Park
Pickleball Court and Parking Improvements Project
Proposal for Surveying Services

Dear Mr. Oestreich:

Thank you for considering Ross/Fowler to provide surveying services for the Mayor Bob Leonard Park Pickleball Court and Parking Improvements Project. We appreciate this opportunity and are pleased to offer this proposal for surveying services.

PROJECT SCOPE
The scope of work is the planimetric and topographic survey in support of the site and landscape design associated with the Mayor Bob Leonard Park Pickleball Court and Parking Improvements.

COMPENSATION
Compensation to Ross/Fowler for the scope of services described above shall be the stipulated sum of Eighty-three hundred dollars ($8,300.00) plus authorized reimbursable expenses.

REIMBURSABLE EXPENSES
Reimbursable expenses are in addition to the compensation for the Landscape Architectural services and include expenses incurred by the Landscape Architect and the Landscape Architect's consultants directly related to the project. Reimbursable expenses include authorized travel, printing, express shipment of documents, and other authorized direct project related expenditures by the landscape architect. Reimbursable expenses are billed at a multiple of 1.15 times the expense incurred by the Landscape Architect.

ADDITIONAL SERVICES
Should the need for additional services arise, those services shall be authorized in advance and shall be compensated on an hourly basis approved in advance in writing.

PAYMENT
Ross/Fowler will bill monthly based upon the progress of the work. Payments shall be made to Ross/Fowler in proportion to services rendered within thirty (30) days of receipt of invoice.

We appreciate your consideration of this proposal for survey services. Please do not hesitate to contact us with any questions you may have regarding this proposal. Upon acceptance of this proposal, we will prepare the appropriate form of agreement.

Sincerely,

ROSS/FOWLER, P.C.

Patrick C. Brown, ASLA
President

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(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, Tennessee 37934

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

Ross/Fowler, P.C.
5103 Kingston Pike Suite 105
Knoxville, Tennessee 37919

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

Mayor Bob Leonard Park
Pickleball Court and Parking Improvements
301 N. Watt Road
Farragut, Tennessee 37934

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.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Pickleball Court and Parking Improvements project is the work shown in the attached Exhibit A – Proposed Pickleball Courts & Parking Concept dated May 6, 2024.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated project budget is $900,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

(Paragraph deleted)
§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ron Oestreich and Daryl Smith
11408 Municipal Center Drive
Farragut, TN 37934

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

NA

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.2 Civil Engineer:

NA

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

David Craig
Ross/Fowler, P.C.
5103 Kingston Pike Suite 105
Knoxville, TN 37919

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineer:

Harold Brown Design, LLC

.2 Mechanical Engineer:

.3 Electrical Engineer:

Vreeland Engineers

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§ 1.1.11.2 Consultants retained under Supplemental Services:

Cannon & Cannon are retained to perform 4.1.1.4 Existing survey services

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for 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.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 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 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One million dollars ($ 1,000,000.00) for each occurrence and One million dollars ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than One million dollars ($ 1,000,000.00) each accident, One million dollars ($ 1,000,000.00) each employee, and One million dollar ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million dollars ($ 1,000,000.00) per claim and One million dollars ($ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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 manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. 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.

§ 3.1.3 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. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. 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.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 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 Schematic Design Phase Services

§ 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 prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

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discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan. Preliminary selections of major systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including site plans, sections, elevations, typical construction details, to fix and describe the size and character of the Project as to landscape architectural, civil and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 3.6.4.

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

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms provided by the Owner.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, 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.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals if requested by the Owner; (3) assist the Owner in determining the successful bid or proposal, if any; and, (4) preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 participate in conducting a pre-bid conference for prospective bidders;

.2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.3 participate in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 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.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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

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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.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 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.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. 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. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 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 3.6.2 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. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 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.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 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

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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 construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 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 Architect's 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.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 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,

.4 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.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

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affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	Provided as a Supplemental Service
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Provided as a Basic Service
§ 4.1.1.9 Landscape design	Provided as a Basic Service
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

The Architect shall provide 4.1.1.8 Civil engineering and 4.1.1.9 Landscape Design as Basic Services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. 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 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, 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;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Eight (8) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Nine (9) 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 identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 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.

§ 5.15 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,

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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 is provided in Initial Information, 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 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has 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.

§ 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 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, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents 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

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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 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 A201–2017, General Conditions of the Contract for Construction. 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 9.7.

§ 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 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American

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Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 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.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] 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.

(Paragraphs deleted)

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 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 compensate the Architect for services performed prior to

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termination, Reimbursable Expenses incurred, and 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:

Zero

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

The Owner shall not be permitted to use the Architect's Instruments of Service in the event of termination.

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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 A201–2017, General Conditions of the Contract for Construction.

§ 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, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to 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 Unless otherwise required in this Agreement, 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. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for

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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 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 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)

Compensation to Ross/Fowler, P.C. for Basic Services and Supplemental Services for survey shall be the stipulated sum of Ninety-nine thousand three hundred dollars ($99,300.00)

.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 the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

For Survey Services 4.1.1.4 the sum of Eighty-four hundred dollars ($8,400.00)

§ 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.)

Hourly based on the hourly rates of Ross/Fowler and their consultants as set forth in Exhibits C, D and E as agreed in advance in writing.

§ 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 Fifteen percent (15 %), or as follows:

Init.
/
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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	$13,635.00	percent (	15	%)
Design Development Phase	$18,180.00	percent (	20	%)
Construction Documents Phase	$31,815.00	percent (	35	%)
Procurement Phase	$4,545.00	percent (	5	%)
Construction Phase	$22,725.00	percent (	25	%)
Total Basic Compensation	$90,900.00	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 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 Ross/Fowler 2024 Hourly Rates
Exhibit D Harold Brown Design Hourly Rates
Exhibit E Vreeland Engineers Hourly Rates

Employee or Category	Rate ($0.00)

§ 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 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;

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.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 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 Fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero ($ 0) 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.

(Paragraph deleted)
§ 11.10.2 Progress Payments
§ 11.10.2.1 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.)

1.5 % One and one-half percent per month

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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 Where the term "Architect" is used in this agreement it shall apply to the Landscape Architect and their consultants equally.
12.2 This agreement may be terminated with or without cause by either party upon seven (7) days written notice to the other party in accordance with Section 9.5. On termination the Owner shall compensate the Architect as described in Section 9.6.. The Owner's right to use the Architect's Instruments of Services shall be as described in Section 9.7.
12.3 In the performance of this contract, Architect will comply with all applicable laws, ordinances, rules, regulations and order of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibits 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 Contact Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

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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 B101™–2017, Standard Form Agreement Between Owner and Architect

.2

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[
(Paragraphs deleted)
X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A- Proposed Pickleball Courts & Parking Concept dated May 6, 2024
Exhibit B- Ross/Fowler Certificate of Insurance
Exhibit C- Ross/Fowler Hourly Rates
Exhibit D- Harold Brown Design Engineers Hourly Rates
Exhibit E- Vreeland Engineers Hourly Rates

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Ron Williams Mayor	Patrick C. Brown President
(Printed name and title)	*(Printed name, title, and license number, if required)*

Init.
/

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User Notes:
(1900499556)

BOB LEONARD PARK

PROPOSED
PICKLEBALL COURTS
& PARKING CONCEPT

HARRISON LN.

MAY 6, 2024

EXHIBIT A

0 20 40 60

Exhibit B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2024

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	CONTACT NAME: Canessa Jones	
RSC Insurance Brokerage, Inc. 104 Woodmont Blvd. Suite 400 Nashville TN 37205	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: cjones@risk-strategies.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Indemnity Company of CT	25682
INSURER B :	Travelers Property Casualty Company of America	25674
INSURER C :	Travelers Commercial Casualty Co	40282
INSURER D :	Travelers Casualty & Surety Company of America	31194
INSURER E :		
INSURER F :		

INSURED
Ross / Fowler P.C.
5103 Kingston Pike
Ste 105
Knoxville TN 37919

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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6809H705668	05/01/2024	05/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BA7R382940	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP6146Y541	05/01/2024	05/01/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB4K768066	05/01/2024	05/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability			105831696	09/07/2023	09/07/2024	Each Claim	$1,000,000
							Aggregate	$1,000,000

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

Re: Project: Mayor Bob Leonard Park, Pickleball Court and Parking Improvements, 3001 N. Watt Road, Farragut, TN 37934.
Town of Farragut and Owner are included as an additional insured as respects the General Liability, Auto Liability and Umbrella Liability. General Liability is primary and non-contributory. These provisions must be required by and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER

Town of Farragut
11408 Municipal Center Drive
Farragut TN 37934

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

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EXHIBIT C

ROSS/FOWLER, P.C.
HOURLY RATES
2024

Firm Principal	
Principal	$210/hr.
Firm Management	
Associate/Project Manager III	$165/hr.
Associate/Project Manager II	$150/hr.
Project Manager I	$135/hr.
Firm Professional Staff	
Landscape Architect IV	$110/hr.
Landscape Architect III	$90/hr.
Landscape Architect II	$85/hr.
Landscape Architect I	$75/hr.
Firm Technical Staff	
Technical III	$70/hr.
Technical II	$60/hr.
Technical I	$45/hr.
Firm Administrative Staff	
Administrative III	$65/hr.
Administrative II	$50/hr.
Administrative I	$45/hr.

EXHIBIT D

HAROLD·BROWN·DESIGN

2024-25 Compensation Schedule

Class	Description	Rates
P8	Sr. Engineer / Engineer VIII	$150
P7	Sr. Project Manager / Engineer VII	$135
P6	Sr. Project Engineer / Engineer VI	$125
P5	Project Engineer / Engineer V	$115
P4	Project Engineer / Engineer IV	$105
P3	Engineer Intern / Engineer III	$95
P2	Engineer Intern / Engineer II	$90
P1	Engineer Intern / Engineer I	$85
T4	Sr. CAD Designer	$110
T3	CAD Designer	$95
T2	CAD Drafter II	$85
T1	CAD Drafter I	$75
A2	Sr. Project Accountant	$90
A1	Administrative Assistant	$75

MANHOUR RATES – 2024

Principal / P.E.	$175.00
E.I.T/Senior Designer	$125.00
CAD/REVIT Designer	$105.00

VREELAND ENGINEERS, INC.

AGENDA NUMBER VI.E. MEETING DATE June 13, 2024

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of the Tennova Farragut Frosty 5K, hosted by the Farragut High School Cross Country Team

---

INTRODUCTION AND BACKGROUND: Included in your packet is a request for approval of an Event application for the Farragut Frost 5K hosted by the Farragut High School Cross Country Team. The event is scheduled for the morning of December 14, 2024.

DISCUSSION: The event is being presented to the Board of Mayor and Aldermen because of the use of the streets within Village Green subdivision and Campbell Station Road.

The Knox County Sheriff's Department will help provide traffic control and a nurse will be present for any medical issues.

RECOMMENDATION: Staff recommends approval of the event subject to proper notification to any affected entities and the provision of adequate traffic control. The applicant is proposing to use volunteers to mark the course.

PROPOSED MOTION: To approve an Event Application on December 14, 2024, involving use of the Town's public rights of ways and pedestrian facilities for the Farragut Frost 5K hosted by the Farragut High School Cross Country Team.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

Farragut
Special Event Permit Application
BP-2024-360

Submitted by Chelsea Osborne
chelsea.osborne@knoxschools.org
(865) 414-8812

Address of Proposed Work: **239 JAMESTOWNE BLVD**

City: **FARRAGUT** State: **TN** Zip: **37934**

Contact Information

Applicant's Contact Information

Title: First Name: **Chelsea** Last Name: **Osborne** Suffix:

Business Name: **Farragut High School**

Mailing Address: **11237 Kingston Pike**

City: **Knoxville** State: **TN** Zip: **37934**

Email Address: **chelsea.osborne@knoxschools.org**

Cell Phone: Work Phone: Home Phone: **(865) 414-8812**

Contractor's Contact Information

Title: First Name: Last Name: Suffix:

Business Name:

Mailing Address:

City: State: **TN** Zip:

Email Address:

Cell Phone: Work Phone: Home Phone:

Property Owner's Contact Information

Title: First Name: Last Name: Suffix:

Business Name:

Mailing Address:

City: State: **TN** Zip:

Email Address:

Cell Phone: Work Phone: Home Phone:

Application Questionnaire (* denotes required question)

Special Event

Will any Public Parks/Facilities be used in your event? *
Please note that use of any public parks/facilities must be approved by the Farragut Parks and Recreation Department prior to applying for this permit. Please call 865-966-7057 for approval before proceeding with this permit.

Yes

What park or facility?

Gym at the Community Center

Start Date of Event *

12/14/2024

Name of Event *

Tennova Farragut Frosty 5K

Type of Event *

Race

Brief Description of Event *

This is the third annual 5K hosted by Farragut Cross Country

Is event private or open to the public? *

Open to the public

Is food being served?	No
Will you have portable Sanitary Facilities?	No
Will you have a solid waste dumpster?	No
Will there be any temporary structures/stages? Upload Location in File Upload Section.	No
Will you need Temporary Power? PROVIDE LOCATION DRAWING IN FILE UPLOAD SECTION.	No
Will you have any other Air Supported Structures? UPLOAD LOCATION DRAWING IN FILE UPLOAD SECTION.	No
Will you need any public street closures? Please Note: Any public street closures must go before Board of Mayor and Aldermen for approval	Yes
Where are the parking areas located? INCLUDE DRAWING IN FILE UPLOAD SECTION.	Community Center and Village Green Shopping Center
If this event is a parade/sporting event, where is the route, staging, and disbanding areas? UPLOAD DRAWING IN FILE UPLOAD SECTION	See attached file
In case of Rainout, state cancellation date and time: (EXAMPLE-EVENT IS AT 2:00PM ON SATURDAY, RAINOUT CANCELLATION IS AT 1:00 PM SATURDAY OR POSTPONEMENT IS UNTIL 4:00 PM)	N/A
Will there be music, live or otherwise?	No

Will you have Security/Police Officers at your event? Please note: The Town of Farragut does not provide Security or Police Officers.	Yes
Will you have any Emergency Medical Personnel/Apparatus On-Site? Please Note: The Town of Farragut does not provide Emergency Medical Personnel/Apparatus.	No
From what time to what time are they to be closed?	8:55-10:15
Include times to be manned:	8:45-10:15
How many Officers?	3
From what time to what time?	8:45-10:15
Will you have any Fire Officers/Apparatus at your event?	No
Will you have Tents? If Yes, please list tents in order from largest to smallest.	No
Will you have Bounce Houses?	No
Provide law enforcement contact for day of event.	
Have you applied for an insurance certificate of general liability insurance? * Naming the Town of Farragut, its employees and agents as additionally insured.	Yes

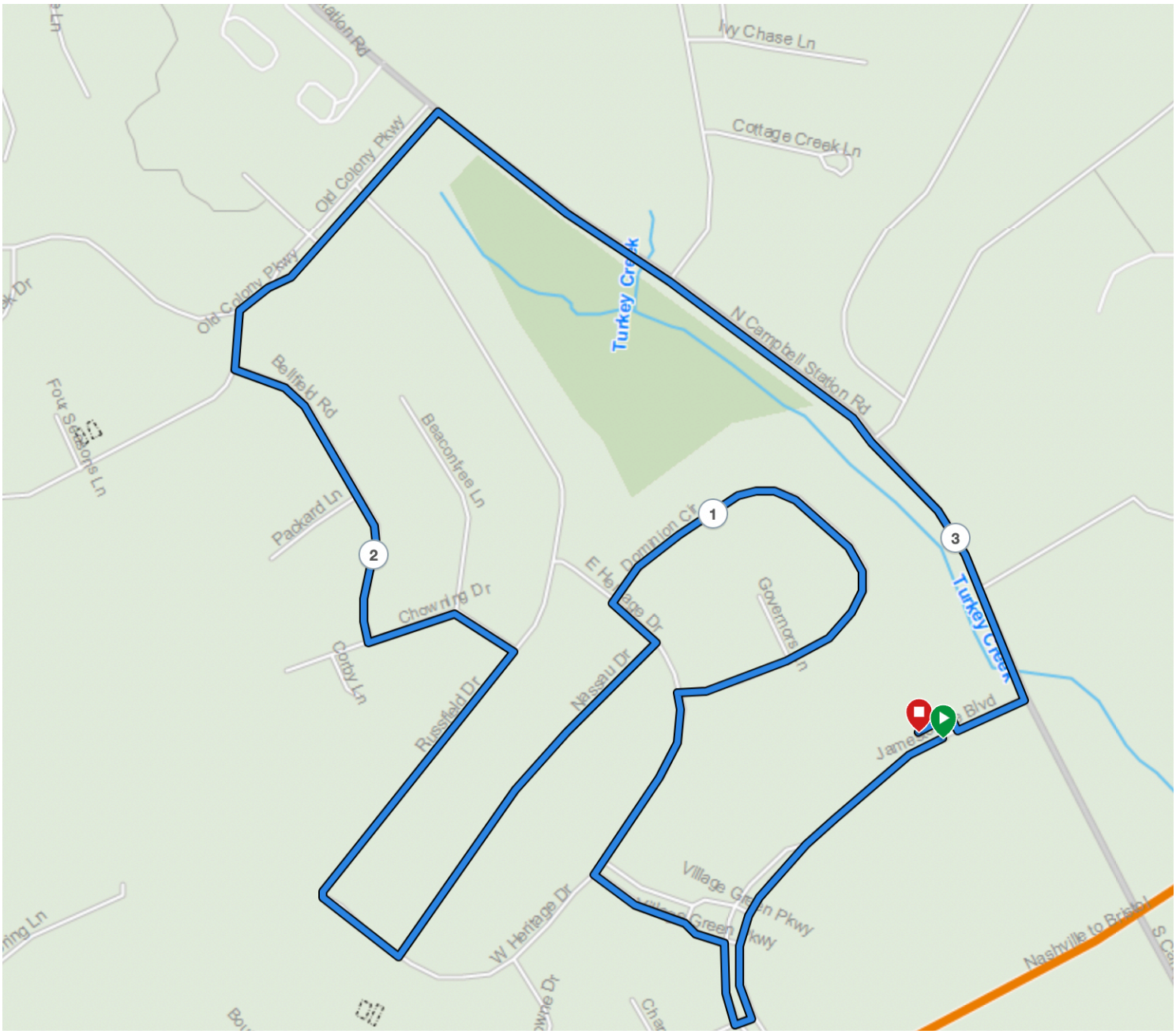
Copy of Insurance must be uploaded. I HEREBY UNDERSTAND AND AGREE TO THE STATED REQUIREMENTS ABOVE.	Chelsea Osborne
Do you want this event advertised on VisitFarragut.org?	Yes
Will there be any animals at the event?	No
Will alcoholic beverages be served? *	No
How many people do you expect?	300
Have you read the Parks / Facility Usage Policies, located at the beginning of the application process?	Yes
Have you received prior approval from the Farragut Parks and Recreation Department?	Yes
End Date of Event	12/14/2024
Please list the Streets to be Closed	One lane of Campbell Station
Include drawing in file upload section	18324
Event Start Time	9:00 AM
Event End Time	10:30 AM

Event Setup Time	7:00 AM
Event Teardown Time	11:30 AM

Documents Uploaded

The following documents are attached to the Application.

Site Plan	**screen shot 2024-05-22 at 10.38.21 am.png**


Ivy Chase Ln
Cottage Creek Ln
Old Colony Pkwy
Old Colony Pkwy
Turkey Creek
N Campbell Station Rd
Bellfield Rd
Beaconfree Ln
Packard Ln
Four Seasons Ln
Chawring Dr
Corboy Ln
Russfield Dr
Nasseau Dr
E Heritage Dr
Dominion Cir
Governors Ln
Turkey Creek
James Blvd
Village Green Pkwy
W Heritage Dr
Nashville to Bristol
1
2
3

AGENDA NUMBER VI.F. MEETING DATE June 13, 2024

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of the PJ Parkinson Run for Parkinson's 5K/10K Race

---

INTRODUCTION AND BACKGROUND: Included in your packet is a request for approval of an Event application for the Parkinson's 5K/10K Race. The event is scheduled for the afternoon of September 21, 2024.

DISCUSSION: The event is being presented to the Board of Mayor and Aldermen because of the use of the streets within Village Green subdivision.

Portable restrooms and water stations will be provided, and volunteers will be responsible for defining the race route and cleaning up after the event. The Knox County Sheriff's Department will help provide traffic control and a nurse will be present for any medical issues.

RECOMMENDATION: Staff recommends approval of the event subject to proper notification to any affected entities and the provision of adequate traffic control. As noted above, the applicant is proposing to use volunteers to mark the course.

PROPOSED MOTION: To approve an Event Application on September 21, 2024, involving use of the Town's public rights of ways and pedestrian facilities for the PJ Parkinson's 5K/10K Race.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

Farragut
Special Event Permit Application
BP-2024-127

Submitted by Isabell Senft-Daniel
info@pjparkinsons.org
(865) 621-7666

Address of Proposed Work: **11433 KINGSTON PIKE**

City: **FARRAGUT** State: **TN** Zip: **37934**

Contact Information

Applicant's Contact Information

Title: First Name: **Isabell** Last Name: **Senft-Daniel** Suffix:

Business Name: **PJ Parkinsons Support**

Mailing Address: **4216 Sutherland Ave**

City: **Knoxville** State: **TN** Zip: **37919**

Email Address: **info@pjparkinsons.org**

Cell Phone: **(864) 325-0941** Work Phone: Home Phone: **(865) 621-7666**

Contractor's Contact Information

Title: First Name: Last Name: Suffix:

Business Name:

Mailing Address:

City: State: **TN** Zip:

Email Address:

Cell Phone: Work Phone: Home Phone:

Property Owner's Contact Information

Title: First Name: Last Name: Suffix:

Business Name: **White Realty**

Mailing Address: **416 Bearden Rd**

City: **Knoxville** State: **TN** Zip: **37919**

Email Address: **doverton@whiterealty.com**

Cell Phone: **(865) 588-2244** Work Phone: Home Phone:

Application Questionnaire (* denotes required question)

Special Event

Will any Public Parks/Facilities be used in your event? * Please note that use of any public parks/facilities must be approved by the Farragut Parks and Recreation Department prior to applying for this permit. Please call 865-966-7057 for approval before proceeding with this permit.	No
Start Date of Event *	9/21/2024
Name of Event *	PJ Parkinson's Run for Parkinson's 5K/10K Race
Type of Event *	Race
Brief Description of Event *	Charity race fundraising for PJ Parkinson's Support, an organization that raises money for
Is event private or open to the public? *	Open to the public
Is food being served?	Yes

Will you have portable Sanitary Facilities?	Yes
Will you have a solid waste dumpster?	No
Will there be any temporary structures/stages? Upload Location in File Upload Section.	No
Will you need Temporary Power? PROVIDE LOCATION DRAWING IN FILE UPLOAD SECTION.	No
Will you have any other Air Supported Structures? UPLOAD LOCATION DRAWING IN FILE UPLOAD SECTION.	Yes
Will you need any public street closures? Please Note: Any public street closures must go before Board of Mayor and Aldermen for approval	Yes
Where are the parking areas located? INCLUDE DRAWING IN FILE UPLOAD SECTION.	Planet Fitness Parking Lot
If this event is a parade/sporting event, where is the route, staging, and disbanding areas? UPLOAD DRAWING IN FILE UPLOAD SECTION	Planet Fitness Parking lot
In case of Rainout, state cancellation date and time: (EXAMPLE-EVENT IS AT 2:00PM ON SATURDAY, RAINOUT CANCELLATION IS AT 1:00 PM SATURDAY OR POSTPONEMENT IS UNTIL 4:00 PM)	
Will there be music, live or otherwise?	No
Will you have Security/Police Officers at your event? Please note: The Town of Farragut does not provide Security or Police Officers.	No

Will you have any Emergency Medical Personnel/Apparatus On-Site? Please Note: The Town of Farragut does not provide Emergency Medical Personnel/Apparatus.	No
What kind of cooking equipment will be used?	pre-packaged food
Name of Sanitary Facility Vendor:	
From what time to what time are they to be closed?	8-10am
Include times to be manned:	8:00am-12pm
Will you have any Fire Officers/Apparatus at your event?	No
Will you have Tents? If Yes, please list tents in order from largest to smallest.	Yes
Will you have Bounce Houses?	No
Have you applied for an insurance certificate of general liability insurance? * Naming the Town of Farragut, its employees and agents as additionally insured.	No
I hereby understand and agree that approval of event permit is contingent upon receipt of copy of insurance. Please Provide a Full Name Signature.	John David Allen
Do you want this event advertised on VisitFarragut.org?	Yes

Will there be any animals at the event?	No
Will alcoholic beverages be served? *	No
How many people do you expect?	500
A Signed Letter of Approval from Property Owner must be uploaded in the document uploads section.	18278
End Date of Event	9/21/2024
Please list the Streets to be Closed	
Include drawing in file upload section	18324
Event Start Time	7:00 AM
Event End Time	12:30 PM
Event Setup Time	6:30 AM
Event Teardown Time	1:00 PM
Number of Non-Food Truck Vendors	
Size of Tent 1	20 x 20

5K Route



10K Route


Seasons
Innovative
Bar & Grille
HERRON RD
BRIAR GATE LN
BANCROFT LN
RUSSFIELD DR
Campbell
Station Park
S MONTICELLO DR
CLOVER FORK DR
BERMUDA DR
NASSAU DR
BORING RD
Kohl's

AGENDA NUMBER VI.G. **MEETING DATE June 13, 2024**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of the Fy25 Town of Farragut Committee Appointments

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DISCUSSION:

See the committee appointment application booklet for applicant information.

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder

PROPOSED MOTION:

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	MARKLI	PINCHOK	POVLIN	WILLIAMS	
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

BUDGET TRANSFER REQUEST

Preparer:	Department:	Fiscal Year: (YYYY)		Date
Allison Myers	Admin	2024		05/31/2024

From				To			
Account Number	Line Item Descripiton	Amount ($)		Account Number	Line Item Descripiton	Current Budget	Amended Budget ($)
110-41800-2540	Professional Services-Town Hall/Public Works	25,000		110-41800-2690	Custodial Services-Town Hall/Public Works	0	25,000
110-44200-2540	Professional Services-Community Center	40,000		110-44200-2690	Custodial Services-Community Center	0	40,000

Why money will not be needed for this line item:	Purpose of Transfer (Required):
Custodial Services was budgeted under professional services in the FY24 budget. The services are being accounted for in a new budget line item.	A new line items were created for cleaning services; the money needs to be transfered to correspond with the correct expenditure.

Approval:		Transaction:	
Daniel Smith	6-3-24	6/3/24	A. Myers
Town Administrator	Date	Transfer Date	Town Recorder

BUDGET TRANSFER REQUEST

Preparer:	Department:	Fiscal Year: (YYYY)		Date
B. McKelvey	Public Works	FY2024		06/06/2024

From				To			
Account Number	**Line Item Descripiton**	**Amount ($)**		**Account Number**	**Line Item Descripiton**	**Current Budget**	**Amended Budget ($)**
110-43000-2610	Vehicle Maintenance	5,000		110-43000-1230	Overtime Wages	30,000	40,000
110-43000-3290	Landscape Maintenance	8,000		110-43000-1380	Clothing/Uniforms	15,000	17,000
110-43000-3310	Gasoline	10,000		110-43000-3050	Event Decorations	25,000	25,500
110-43000-4820	Drainage Projects	6,000		110-43000-4520	Snow Removal Supplies	15,000	29,000
				110-43000-9490	Major Equipment	10,000	12,500

Why money will not be needed for this line item:	**Purpose of Transfer (Required):**
2610-Less maintenance needed on vehicles 3290-Completed all planned landscaping plans for the fiscal year 3310-Lower gasoline costs than anticipated 4820-Completed all drainage projects for the fiscal year	1230-Additional funds needed in overtime wages due to new time & attendance software accuracy of tracking overtime. Overage is also due to the snowstorm in January 2024. 1380-Overage due to the increased cost of new uniforms, t-shirts & sweatshirts 3050-Increased cost related to the Christmas displays 4520-Increased cost due to supplies needed for snow storm in January 2024 9490-Increased cost of equipment needed

Approval:		**Transaction:**	
David Smoak	June 6, 2024	Allison Myers	June 6, 2024
Town Administrator	**Date**	**Transfer Date**	**Town Recorder**