

September 26, 2024

MINUTES

BMA WORKSHOP

Mixed Use Town Center & Comprehensive Land Use Plan Discussion

Mark Shipley, Community Development Director, gave an overview and history of the Mixed-Use Town Center & Comprehensive Land Use Plan.

BMA MEETING

Roll Call, Silent Prayer, Pledge of Allegiance

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

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of September 12, 2024, as presented. Moved by Alderman White, seconded by Alderman Burnette; voting yes, Mayor Williams, Aldermen Burnette, Cain, and White; Vice-Mayor Meyer was absent; no nays; motion passed.

Mayor's Report

The Farragut Board of Mayor and Aldermen presented donation checks to each of the schools in Farragut.

Mayor Williams thanked the town staff and the Arts & Beatification Committee for the dedication to the Art Show event.

Alderman Burnette recognized School Board member Lauren Morgan. He also thanked Michelle Pence, Human Resources Director for a great employee picnic event.

Ordinances & Resolutions

Ordinances

Public Notice and Second Reading

Ordinance 24-15, an ordinance to rezone Parcel 191.1, Tax Map 130, south of Home Federal Bank off Parkside Drive, 1.57 Acres, from Office District, Three Stories (O-1-3) to General Commercial (C-1) (Turkey Creek Land Partners, LLC, Applicant)

Motion was made to approve Ordinance 24-15 on second and final reading. Moved by Alderman White, seconded by Alderman Burnette; roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, absent; Alderman White, yes; Mayor Williams, yes; motion passed.

Ordinance 24-16, an ordinance to rezone a portion of the property at 12715 Union Road from General Single-Family Residential (R-2) to Rural Single-Family Residential (R-1), 8.64 Acres (Wil Glafenhein, Applicant)

Motion was made to approve Ordinance 24-16 on second and final reading. Moved by Alderman White, seconded by Alderman Burnette; roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, absent; Alderman White, yes; Mayor Williams, yes; motion passed.

Ordinance 24-17, an Ordinance of the Town of Farragut, Tennessee amending the Fiscal Year 2024-2025 Capital Investment Program and ARPA Fund budgets, passed by Ordinance 24-07

Motion was made to approve Ordinance 24-17 on second and final reading. Moved by Alderman White, seconded by Alderman Burnette; roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, absent; Alderman White, yes; Mayor Williams, yes; motion passed.

Business Items

Approval of a Special Event Permit for St. John Neumann Catholic Church “Mustang Miler” 5K and Fun Run, October 26, 2024

Motion was made to approve the special event application for St. John Neumann Catholic Church “Mustang Miler” 5K and Fun Run, October 26, 2024. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Aldermen Burnette, Cain, and White; Vice-Mayor Meyer was absent; no nays; motion passed.

Approval of First Amendment to Option and Lease Agreement between Crown Communications LLC and the Town of Farragut for property located at 521 Virtue Road

Motion was made to approve the First Amendment to Option and Lease Agreement between Crown Communications, LLC and the Town of Farragut for property located at 521 Virtue Road. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Aldermen Burnette, Cain, and White; Vice-Mayor Meyer was absent; no nays; motion passed.

Approval of the Board of Mayor and Aldermen appointments to Town of Farragut Boards and Commissions

Motion was made to appoint the elected officials to the committees below:

Arts & Beautification Committee – Mayor Williams

Education Relations Committee – Alderman Cain

Museum Committee – Mayor Williams

Parks & Athletics Council – Alderman Burnette

Stormwater Advisory Committee – Vice-Mayor Meyer

Tourism and Visitors Committee – Alderman Cain

Visual resources Review Board – Alderman White

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

Approval of Contract for the Town Hall Network Communications through Omnia Partners

Motion was made to approve the contract, through Omnia Partners, with Graybar Electrical Supply in the amount of \$43,339.78. Moved by Alderman Burnette, seconded by Alderman White; voting yes, Mayor Williams, Aldermen Burnette, Cain, and White; Vice-Mayor Meyer was absent; no nays; motion passed.

Citizens Forum

Jennifer Hay, 709 Battlefront Trail, addressed the board concerning solutions for St John Court and Grigsby Chapel Road traffic.

Louise Povlin, 12830 Stahl Drive, addressed the board concerning a couple of points in the land use plan.

The meeting adjourned at 6:30 PM.



Ron Williams, Mayor

Allison Myers, Town Recorder



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

AGENDA
September 26, 2024

BMA WORKSHOP
5:00PM
Mixed Use Town Center & Comprehensive Land Use Plan Discussion

BEER BOARD MEETING
See Beer Board Agenda
5:50 PM

BMA MEETING
6:00 PM

- I. Roll Call, Silent Prayer, Pledge of Allegiance**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. September 12, 2024**
- IV. Mayor's Report**
 - A. School Donation Presentation**
- V. Ordinances & Resolutions**
 - A. Ordinances**
 - 1. Public Notice and Second Reading**
 - a) Ordinance 24-15**, an ordinance to rezone Parcel 191.1, Tax Map 130, south of Home Federal Bank off Parkside Drive, 1.57 Acres, from Office District, Three Stories (O-1-3) to General Commercial (C-1) (Turkey Creek Land Partners, LLC, Applicant)

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WWW.TOWNOFFARRAGUT.ORG

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

b) **Ordinance 24-16**, an ordinance to rezone a portion of the property at 12715 Union Road from General Single-Family Residential (R-2) to Rural Single-Family Residential (R-1), 8.64 Acres (Wil Glafenhein, Applicant)

c) **Ordinance 24-17**, an Ordinance of the Town of Farragut, Tennessee amending the Fiscal Year 2024-2025 Capital Investment Program and ARPA Fund budgets, passed by Ordinance 24-07

VI. Business Items

- A. Approval of a Special Event Permit for St. John Neumann Catholic Church “Mustang Miler” 5K and Fun Run, October 26, 2024
- B. Approval of First Amendment to Option and Lease Agreement between Crown Communications LLC and the Town of Farragut for property located at 521 Virtue Road
- C. Approval of the Board of Mayor and Aldermen appointments to Town of Farragut Boards and Commissions
- D. Approval of Contract for the Town Hall Network Communications through Omnia Partners

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 view 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.

WORKSHOP ITEM - REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Mixed Use Town Center and Comprehensive Land Use Plan Discussion

OVERVIEW: Over the past year, the consultant (TSW Consultants) hired by the Town to develop a vision plan for the Mixed-Use Town Center portion of Farragut has been working with the community to determine their desires for this area. This outreach has involved steering committee and stakeholder meetings and four well attended community meetings. There were also two surveys conducted with over 1,200 responses. A complete draft of the plan, which is titled, Town of Farragut Mixed-Use Town Center Vision Plan (the Plan), was taken to the Planning Commission for a workshop discussion at their meeting on May 16, 2024.

Some suggested modifications were made to the Plan at the May Planning Commission meeting and the Plan was taken back to the Planning Commission on June 20, 2024 for a recommendation to the Board of Mayor and Aldermen. The staff presented the Plan as an ordinance to enhance the level of support for the concepts in the Plan and to be consistent with how the Architectural Design Standards were adopted and how the Mixed-Use Town Center area has been treated, from a regulatory perspective, since 2015. Some concerns were raised about approving the Plan as an ordinance and the Planning Commission recommended postponement and for the staff to consult further with the Town Attorney.

PURPOSE: The main purpose of this workshop is to review background information on plans, how they are applied in the Town and, more specifically, the Mixed-Use Town Center area. From feedback provided by the Board in response to this overview, the staff will better understand how to proceed in terms of addressing the Plan and potentially the Mixed-Use Town Center area in general.

Included in the packet is a copy of the Power Point that will be reviewed at the workshop session.



TOWN OF FARRAGUT
Mixed Use Town Center and CLUP
Discussion

September 26, 2024

Purpose of Workshop

- Review the requirement for a “General Plan”
- What is a “Plan” as it applies to land use regulation?
- How has the Plan been applied in the Town?
- What are some key strategies in the current Plan?
- How is the Plan applied to the Mixed-Use Town Center?
- Why is the Plan currently applied differently to the MUTC?
- Does the Board wish to continue applying the Plan to the MUTC in the current manner?
- In what manner should the MUTC Vision Plan be approved?



General Plan Requirement

- Town was founded in 1980 with a desire for more control over how it develops
- Planning is critical component
- Municipal Planning Commission (MPC) created in 1980
- Tennessee Code Annotated (TCA) Section 13-4-201 – Function and duty of planning commission to make and adopt an official general plan
- TCA 13-4-202 – Municipal Planning Commission and the chief legislative body may adopt parts of the general plan
- Farragut Community Plan adopted by Planning Commission in October 1980 – certified to the BMA



What is a General Plan?

- In Tennessee, a general plan (plan) is typically a guide for how a community wishes to develop during a specified time frame
- Plans are not usually requirements
- Plans can be approved in a number of ways (MPC must adopt in some fashion)
- Plans include broad concepts and strategies
- Requirements for how to implement plans are found typically in Zoning and Subdivision Regulations with their basis in the concepts and strategies in the plan
- The CIP is also an implementation tool



The General Plan and Farragut

- Farragut - long history of developing land use related plans
- Farragut Community Plan 1980, Farragut Land Use Plan 1982, Farragut 2000 Plan, Farragut 2004 Plan
- Farragut Land Use and Transportation Policy Plan 2001-2010 (FLUTPP)
 - Detailed policy statement plan
 - Adopted by both the MPC and the BMA in Feb 2001



The General Plan and Farragut (continued)

- Current Plan..
- Comprehensive Land Use Plan (CLUP) Update 2010
 - Update to FLUTPP
 - Adopted by the Planning Commission as a resolution in December 2012 and certified to the BMA
 - Not originally adopted either by ordinance or resolution by the BMA
- CLUP was first plan to map future land uses



Current Future Land Use Map - FLUM



Future Land Use

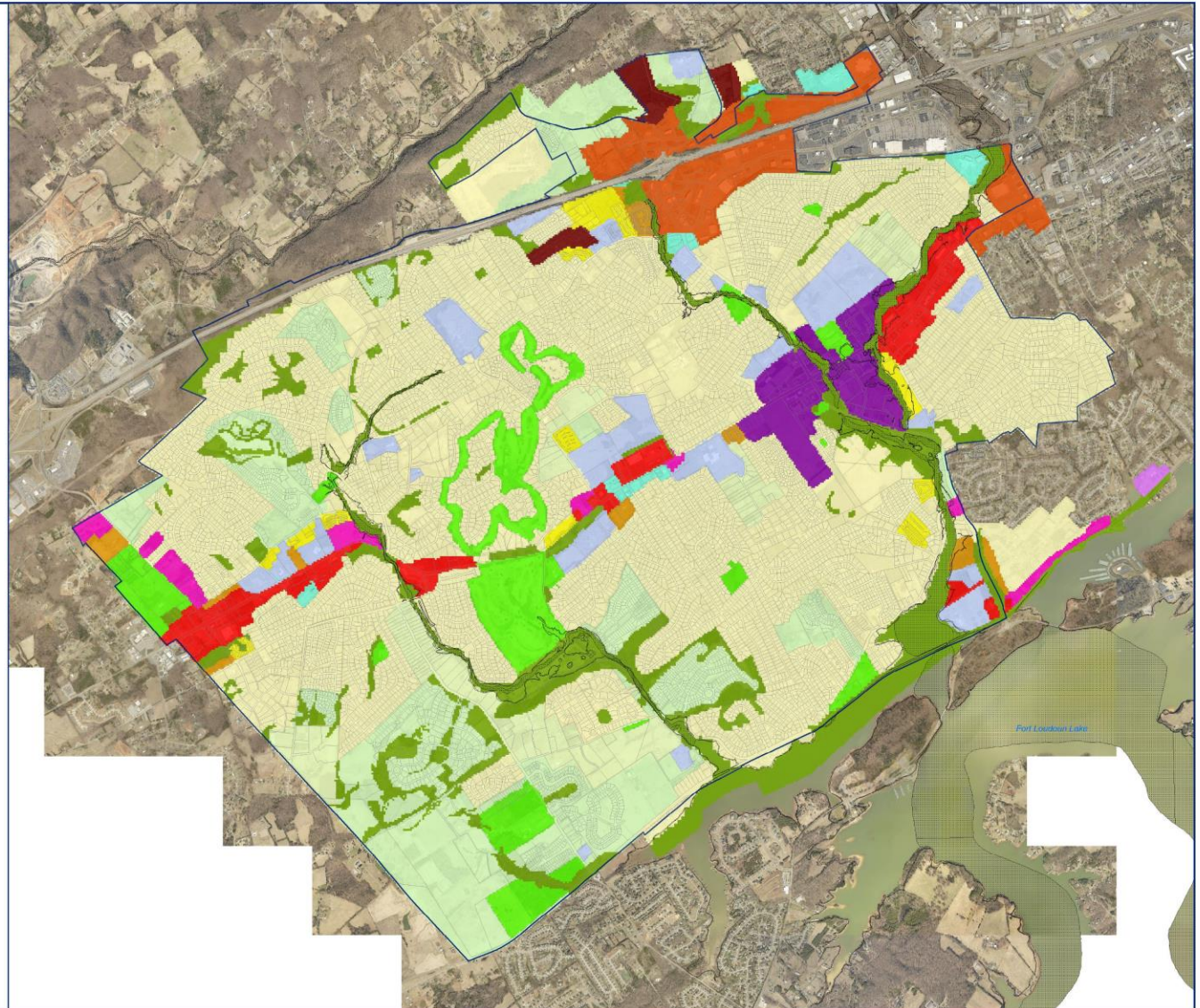
Legend

-  Floodway
-  0.2% Chance of Flood
-  Civic/Institutional
-  Office/Light Industrial
-  LU Industrial
-  Commercial
-  Regional Commercial
-  Open Space
-  Parks and Rec
-  Open Space Cluster Residential
-  Rural Residential (> 1 Acre lots)
-  Very Low Density Residential (2-4 DUs / Acre)
-  Low Density Residential (3-6 DUs / Acre)
-  Med Density Residential (6-8 DUs / Acre)
-  High Density Residential (9-12 DUs/Acre)
-  Mixed Use Neighborhood (Up to 8 DUs / Acre)
-  Mixed Use Town Center (8-15 DUs / Acre)



1 in = 1,300 ft

Current as of: 8/22/2024



Application of CLUP

- CLUP - tool used by the Planning Commission
- Guides the development of regulations (requirements)
- Referenced in CIP projects intended to address concepts and strategies in the CLUP
- Referenced for recommendations involving requested changes to the Zoning Map
- Future land use designation compared to Zoning Map change for consistency



Current Zoning Map



Zoning Map

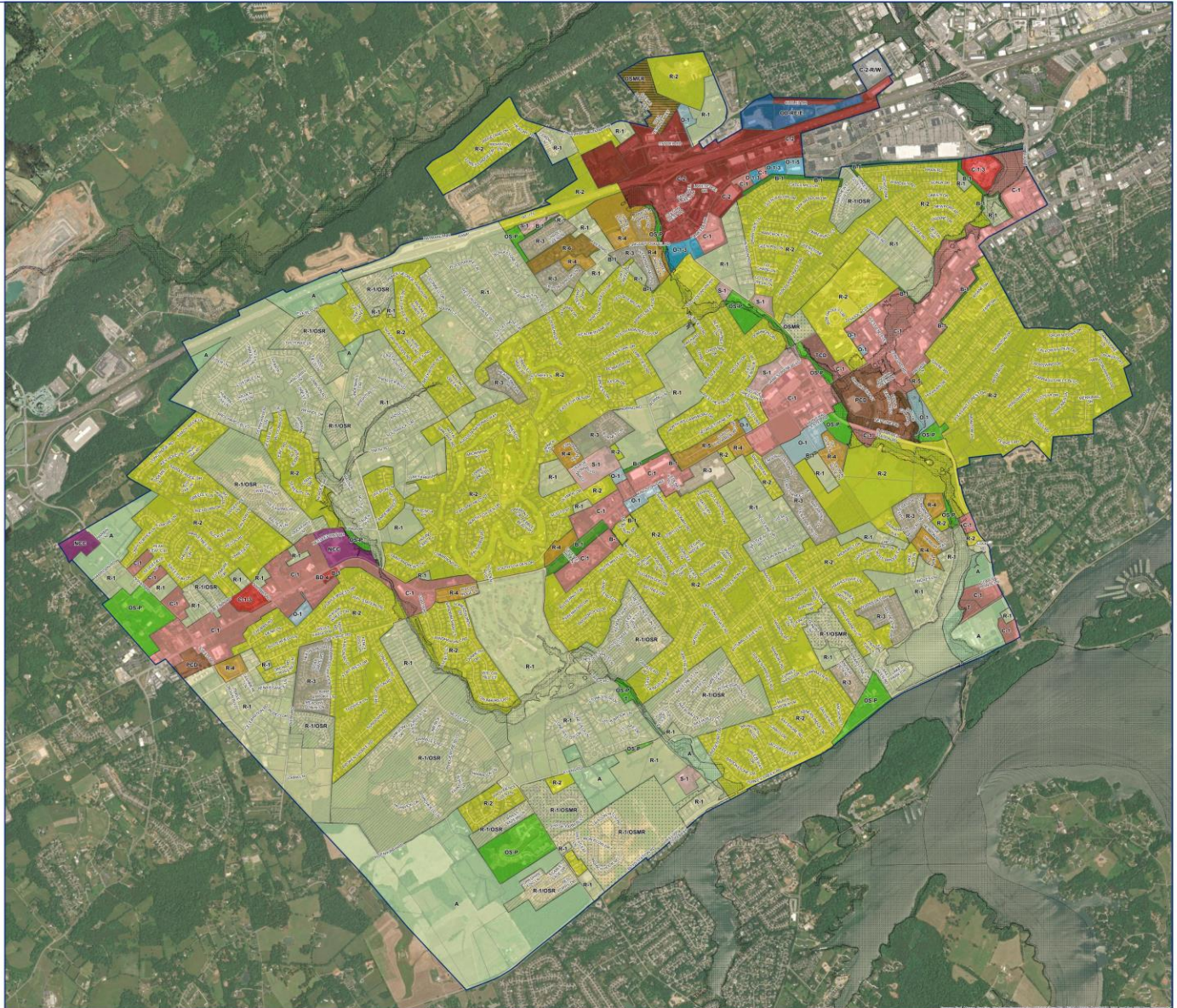
Legend

-  Town of Farragut Boundary
- Floodplain District**
 -  100 Year Floodplain
 -  500 Year Floodplain
- Town of Farragut Zoning**
 -  A, Agricultural
 -  BD-4, Business District Four Story
 -  B-1, Buffer
 -  OS-P, Open Space/Park
 -  S-1, Community Service
 -  R-1, Rural Single-Family Residential
 -  R-1-S-A, Rural Single-Family Acre Residential
 -  R-2, General Single-Family Residential
 -  R-3, Small Lot Single-Family Residential
 -  R-4, Attached Single-Family Residential
 -  R-5, Two-Family Residential
 -  R-6, Multi-Family Residential
 -  R-6/OSMFR, Open Space Multi-Family Residential Overlay
 -  R-1/OSR, Open Space Residential Overlay
 -  R-1/OSMR, Open Space Mixed Residential Overlay
 -  T, Telecommunication Tower Overlay Zone
 -  O-1, Office
 -  O-1-3, Office, Three Stories
 -  O-1-5, Office, Five Stories
 -  OD-RE/E, Outlet Drive Regional Entertainment and Employment District
 -  NCC, Neighborhood/Convenience Commercial
 -  TCD, Town Center District
 -  C-1, General Commercial
 -  C-1-3, General Commercial, Three Stories
 -  C-2, Regional Commercial
 -  C-2-R/W, Regional Commercial, Retail/Warehousing
 -  PCD, Planned Commercial Development



1 in = 1,000 ft

Current As Of: 8/22/2024



FLUM vs. Zoning Map

- FLUM is mapped vision of land uses desired in different portions of Town
- FLUM has no inherent requirements
- FLUM is a guide to use when the Zoning Map is being amended - consistency
- Zoning Map reflects zoning districts
- Zoning districts have requirements in text of Zoning Ordinance
- Requirements include: uses permitted, setbacks, height, coverage, parking, landscaping, exterior lighting, etc.



Strategies in CLUP

- The text and mapped vision (FLUM) in CLUP focus on addressing “Eight Key Strategies” identified as issues facing Farragut, including:
 - Bringing About a Downtown
 - Repair Aging Shopping Centers
 - Allow/Encourage Greater Housing Choice
 - Increase Connectivity
 - Capitalize on Our Heritage
 - Expand Our Borders
 - Enhance Our Identity
 - Plan for Remaining Vacant Parcels

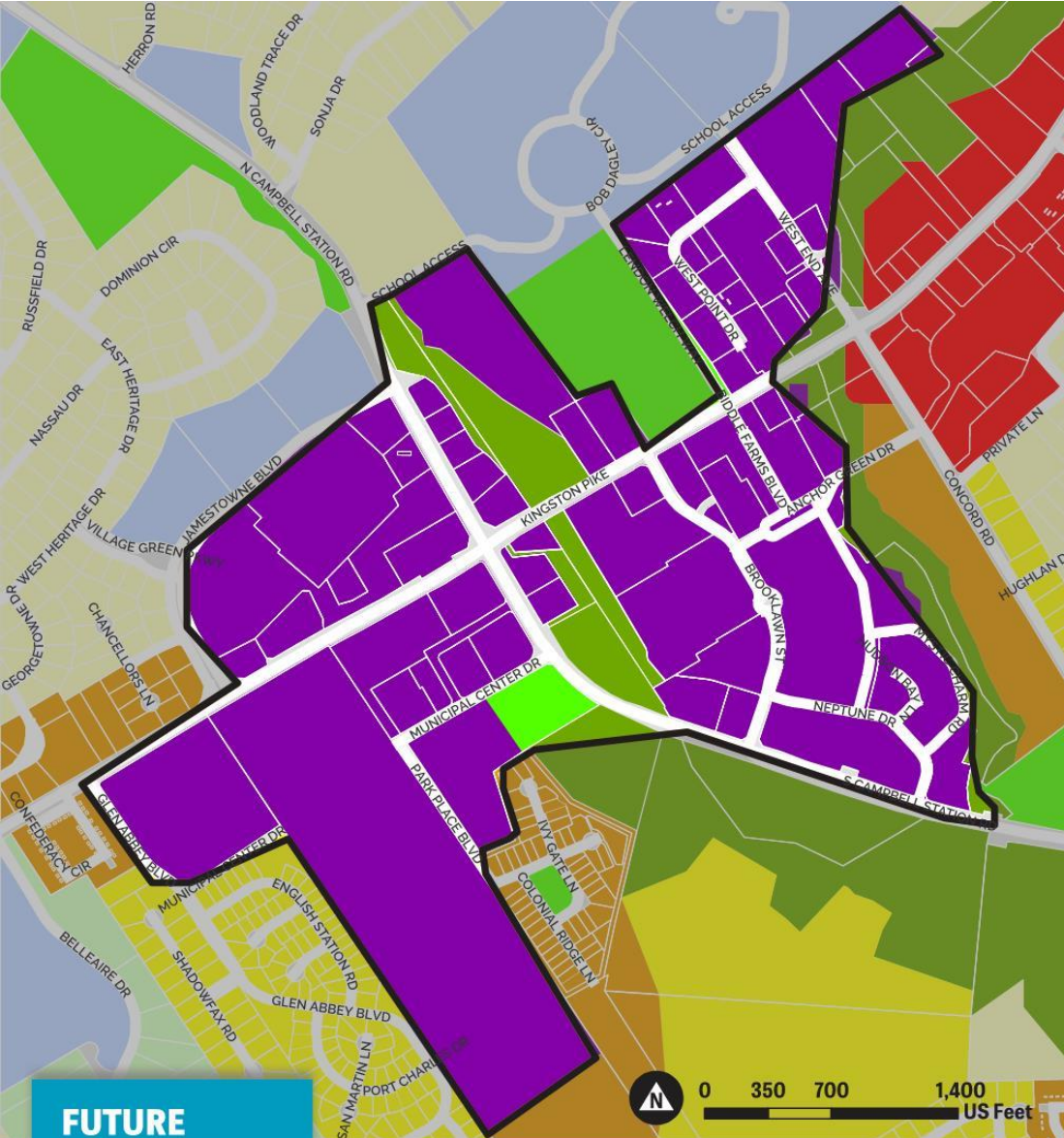


Historic Desire for a Downtown

- A main strategy identified in the CLUP is to “Bring About a Downtown”
- Historically desired
- Reflected in land use plans developed in the Town
- CLUP includes text and a mapped designation for the area identified as being appropriate for a Mixed-Use Town Center (MUTC)
- Current map and text in CLUP related to the MUTC..



Map of Existing MUTC Area



FUTURE LAND USE

- | | | |
|---|--|--|
|  Mixed Use Town Center |  Medium Density Residential |  Parks and Recreation |
|  Commercial |  Civic/Institutional |  Parcels |
|  Very Low Density Residential |  Open Space Residential |  Study Area |
|  Low Density Residential |  Open Space | |

Text for Existing MUTC Area

Mixed use town center

Intent

- Provide for the creation of a unique town center for Farragut with a variety of shops, restaurants, businesses, offices, and residences, in a pedestrian-oriented setting.
- Create a sense of community identity with a mixture of well-connected public gathering spaces and entertainment venues framed by an iconic architecture and streetscape.
- Provide for a built environment that prioritizes walkability and pedestrian activity but still acknowledges, though to a lesser degree, the role of the automobile in a suburban community.

Uses

- Though ultimately driven by form, provide for a mix of uses that complement each other, including employment, commercial, retail, services, offices, civic, and residential.
- Retail-oriented uses with smaller, more pedestrian scale, footprints with a high degree of ground floor transparency.
- A mix of residential types appropriate to the context and surrounding plan of development.
- Residential uses with densities that are consistent with the transition and flex density concepts described in the Comprehensive Land Use Plan Update. Residential density in the Town Center land use area should transition internally so that the density along a common boundary is compatible with the density of the existing abutting residential community.
- High density residential should only be permitted as part of a town center development plan.
- A town center development plan which includes high density residential is intended to be located only in the area bound by S Campbell Station Road, Concord Road, and Kingston Pike.



Figure 26: Mixed use land uses (Mixed use town center and Mixed use neighborhood).

Text for Existing MUTC Area



Character

- Well-connected internally and externally for bicycles and pedestrians.
- Lively outdoor spaces and storefronts with a high degree of transparency.
- Places to gather for a variety of different types of events.
- Buildings that engage the street and that are inviting to pedestrians with wide sidewalks, outdoor dining, street trees, benches, planters, and other streetscaping enhancements.
- On-street parking and a gridded or semi-gridded street layout system.
- Appropriately scaled buildings that reflect an emphasis on form and arrangement that promotes uses consistent with the surrounding context.



Figure 27: Mixed use town center character.

How is the CLUP applied to the MUTC?

- Initially, only administered through the Planning Commission like the remainder of the Town
- Text and map in the CLUP - general guides
- Planning Commission only initially used these to evaluate changes to regulations, new developments and/or rezonings affecting the MUTC
- No requirements initially in the Zoning Ordinance to help “Bring About a Downtown”
- Disconnect existed between the CLUP and how it would be implemented

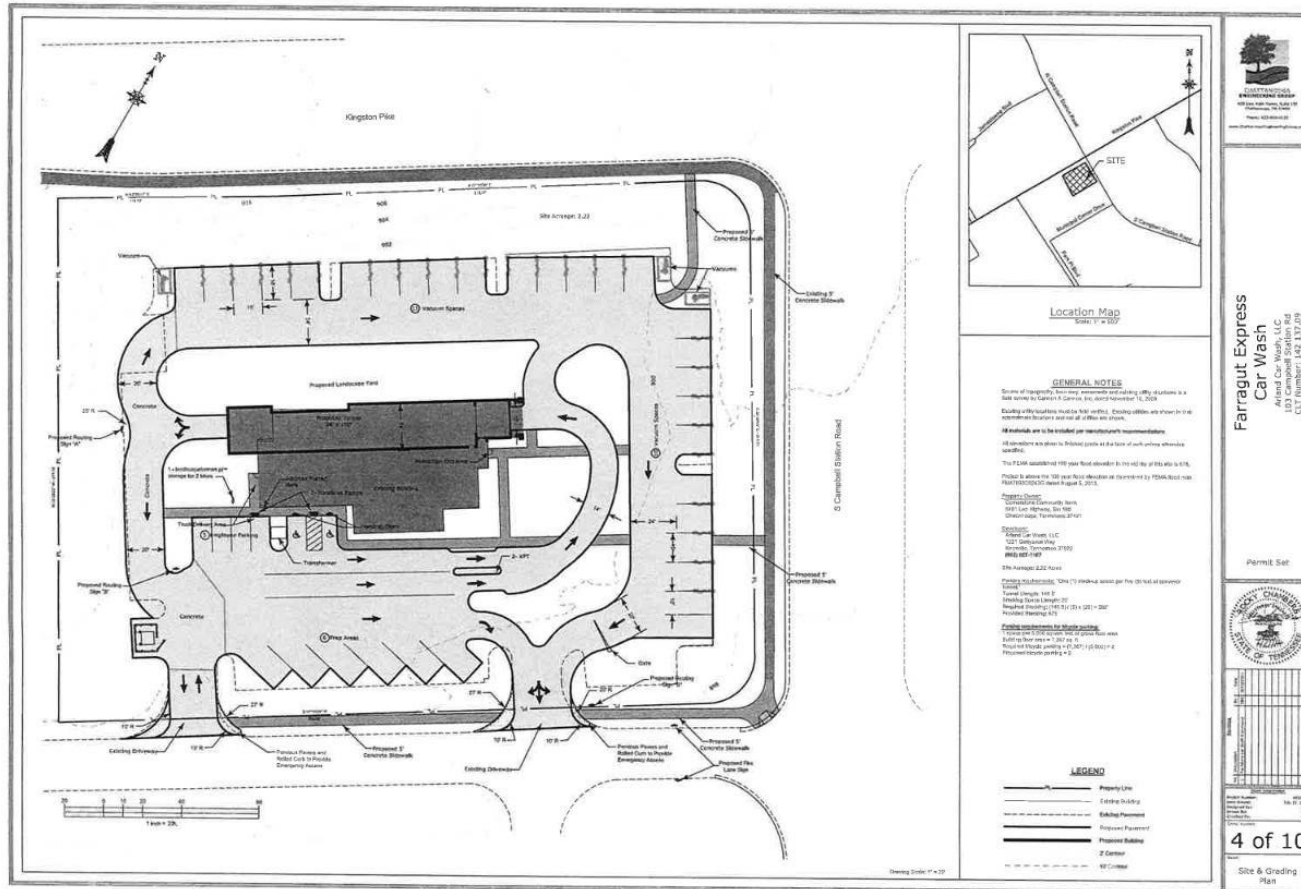


Why was MUTC Adopted by Ordinance?

- August 21, 2014 – site plan Express Car Wash (S. Campbell Station Road and Kingston Pike)
- Property was zoned General Commercial (C-1)
- Car wash was a permitted use in C-1 (zoning provides requirements; the CLUP is only a guide)
- Staff recommended denial of site plan
- Car wash - inconsistent with the text of the CLUP applied to the MUTC
- Planning Commission denied the site plan - there were concerns - car wash was a permitted use by zoning



Proposed Express Car Wash



Proposed Express Car Wash



Other Factors in Adopting MUTC by Ordinance

- The heart of the Town - far removed from a “Town Center”
- No requirements in Zoning - vulnerable to projects inconsistent with the strategy of “Bringing About a Downtown”
- Car wash project revealed that permitted uses in the Zoning Ordinance should be re-visited
- Key sites within the MUTC were either abandoned or outdated
- Those included:
 - The former Kroger building and Mexican restaurant site
 - The former Silver Spoon building and site
 - The former Phillips 66 building and site
 - The Campbell Station Inn building and site



Old Kroger Site



Old Kroger Site



Old Mexican Restaurant Site



Old Silver Spoon Site



Old Phillips 66 Site





Old Campbell Station Inn Site



Old West End Center Site



Actions Taken to Address MUTC

- Workshops - Aug 13 and 21, 2014 to review options
- Preferred option – establish requirements in Zoning Ordinance for new or substantial redevelopment (Ordinances 14-21 through 14-25)
- Reviewed with BMA at workshop on January 8, 2015
- Zoning modifications addressed:
 - Permitted uses (did not allow auto oriented uses)
 - Building façade/height and placement (more flexible building placement to enhance developability and create identity)
 - Provisions for streetscaping and gathering spaces
 - Parking flexibility
 - Lighting and signage to create a distinct identity in the MUTC



Other Actions Taken

- Adopt, by ordinance, the text and map in the CLUP that applies to the MUTC – the effect was to:
 - Tie Zoning Ordinance to text and map in the CLUP
 - Demonstrate more commitment to the strategy of “Bringing About a Downtown”
 - Add an extra layer of protection to ensure that land use decisions involving the MUTC are consistent with the CLUP (inconsistency would not only have to be approved by the Planning Commission but also the BMA)
- Farragut Architectural Design Standards – Approved by Planning Commission and BMA by Ordinance in 2015
 - Included specific provisions associated with the Town Center Subarea



Results of Action Taken Regarding the MUTC

- Area mapped for the MUTC has developed and redeveloped toward a built environment indicative of a “downtown”
- Old abandoned sites have been developed or redeveloped with iconic architecture and building arrangement and form that creates an identity
- Area is now visually and functionally separate from its surroundings
- Some examples of how these areas have changed are as follows:



Biddle Farms at Farragut Town Center at Former Kroger Site



Biddle Farms at Farragut Town Center at Former Kroger Site



Chase Bank at Former Mexican Restaurant Site



Farragut Gateway at Former Silver Spoon Site



35 North at Former Phillips 66 Gas Station



35 North at former Phillips 66 Gas Station



Campbell Station Inn and McGill Plaza



McGill Plaza



West End Center Redevelopment



CLUP Priority Areas

- In 2017, Town initiated updates to CLUP and FLUM for “priority areas”
- N. Watt Road {(amended FLUM and created Neighborhood/Convenience Commercial Zoning District (NCC)}
- Outlet Drive {(amended FLUM and created the Outlet Drive Regional Entertainment and Employment Zoning District (OD-RE/E)}
- McFee Road (amended FLUM)
- Boring Road Area {(amended FLUM, developed requirements for concept plan for Community Service Zoning District (S-1)}



MUTC Priority Area

- Text amendments made to Zoning Ordinance and MUTC portion of CLUP in 2020 - namely related to high density residential
- Extensive review of the MUTC Priority Area
 - Historical importance of Bringing About a Downtown
 - BMA budgeted - outside consultant to develop a vision plan
 - TSW worked with community for almost one year
 - Numerous public workshops with two surveys that received over 1,200 responses
 - Finished the MUTC Vision Plan in May 2024



Implementing the MUTC Vision Plan

- Staff conducted workshop with MPC in May 2024 on draft version of final MUTC Vision Plan
- Recommended modifications were made
- Staff presented the Plan for approval, by ordinance, at the June 2024 MPC meeting
- Staff presented as ordinance for the following reasons:
 - To provide consistency with how land use related provisions associated with the MUTC have been applied since 2014
 - To provide for a clear commitment to the concepts and recommendations in the Plan
 - To promote greater adherence to the concepts and recommendations in the Plan



Current Status of MUTC Vision Plan

- Action postponed at the June 2024 MPC meeting
- Concerns over adopting Vision Plan by ordinance
- Town Attorney input requested
- Board workshop to review background and options – September 26, 2024
- Approval related considerations:
 - Are the Vision Plan concepts and recommendations generally supported by the MPC and BMA?
 - If the MPC and BMA wishes to adopt the Vision Plan in some fashion how best should this be accomplished?



Considerations Relevant to Approval Approach

- Zoning requirements now in place to control the type of development that can now occur in the MUTC – changes to zoning will still have to go through both the MPC and the BMA (2 readings)
- Built environment created in recent years for portions of the MUTC
- Along with Vision Plan – these guide development and redevelopment in the MUTC (this is what the community is looking for)



Considerations Relevant to Approval Approach

- Is the BMA's adoption of the MUTC by ordinance still necessary to create additional protections for the strategy of "Bringing About a Downtown?"
- Does not adopting the MUTC Vision Plan by ordinance compromise the strategy of "Bringing About a Downtown?"
- How do ordinances and resolutions differ?



Ordinance vs. Resolution

- **Ordinances**
 - More formal
 - Requires two readings with BMA – more difficult to amend
 - Often associated with regulations (requirements)
- **Resolutions**
 - Less formal
 - Easier to amend – may only need to go to the MPC; would not require two readings with BMA
 - Demonstrates support in a more flexible fashion
 - Can still guide decisions involving regulations/CIP



Considerations Relevant to Approval Approach

- The MUTC Vision Plan – concepts, not requirements
- Approval could be by resolution without harming the strategy of “Bringing About a Downtown”
- If Vision Plan is supported – should approve in some manner
- Lack of any approval could ultimately adversely affect the strategy of “Bringing About a Downtown”
- Staff would recommend the MPC and BMA adopt the Vision Plan by resolution



Questions?

- **Contact Information:**
 - Mark Shipley, Community Development Director
(mshipley@townoffarragut.org)
 - Bart Hose, Assistant Community Development Director
(bhose@townoffarragut.org)
 - Holley Marlowe, Code Enforcement Officer
(hmarlowe@townoffarragut.org)





FARRAGUT BEER BOARD AGENDA

Farragut Community Center
239 Jamestowne Blvd

September 26, 2024
5:50 PM

- I. Election of Officers
 - A. Chairman
 - B. Vice-Chairman
 - C. Secretary
- II. Approval of Minutes
 - A. June 27, 2024
- III. Beer Permit
 - A. Approval of Class 6, Special Occasion Beer Permit for St. John Newmann Catholic Church, 633 St. John Court



FARRAGUT BEER BOARD MINUTES

Farragut Community Center
239 Jamestowne Blvd

June 27, 2024

5:55 PM

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 June 13, 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 5, Off-Premise Beer Permit for Dollar General #30142, 13024 Kingston Pike

Motion was made to approve the Off-Premise Beer Permit for Dollar General #30142, 13024 Kingston Pike subject to them obtaining a certificate of occupancy. 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

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a special occasion beer permit for the St. John Neumann “Mustang Miler” event, October 26, 2024

DISCUSSION:

The St. John Neumann Catholic Church is planning a “Mustang Miler” event and is requesting a special event beer permit. The Town’s Municipal Code governing special occasion beer permits is below.

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

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

- (1) The beer board is authorized to issue a special occasion beer permit to bona fide charitable or nonprofit organizations for special events.
- (2) The special occasion beer permit shall not be issued for longer than one (1) forty-eight-hour period, unless otherwise specified by the beer board, subject to the limitations on the hours, imposed by law.
- (3) The application for the special occasion beer permit shall state whether the applicant is a charitable or nonprofit organization, include documents showing evidence of the type of organization, and state the location of the premise upon which alcoholic beverages shall be served and the purpose for the request of the license.
- (4) For purposes of this section:

Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.
- (5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The St. John Neumann Catholic Church is a nonprofit organization and is requesting the permit for October 22, 2023.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to approve the special occasion beer permit for the St. John Neumann on October 26, 2024.

BOARD ACTION:

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

- Reason for application: New Business ____ New Ownership ____ Name Change ____ Other ☒
- 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

- Name of Applicant(s) (Owner(s) of Business) ST. JOHN NEUMANN CATHOLIC CHURCH

- Type of applicant (check one):
Person ____ Firm ____ Corporation ____ Joint-Stock Company ____ Syndicate ____ Other ☒

- List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:

N/A (CHURCH)

- Applicant's present home address:

9006 CANDLEWOOD DR.

- Date of Birth 10/03/ Home Telephone Number

Business Telephone Number 865-777-3410 Social Security Num

- Representative Email Address: pwade@sjknnox.org

- Under what name will the business operate? ST. JOHN NEUMANN CATHOLIC CHURCH

- Business address 633 ST. JOHN CT. KNOXVILLE, TN 37934

Business Telephone number 865-777-3410

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

N/A

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

Name: _____ Birth Date: N/A

Address: _____

Phone Number: _____

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

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

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

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

OURS (OUR PROPERTY)

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

OURS (OUR PROPERTY)

18. Special Occasion Event Name: "HARVESTING FOR HIM" FAU FESTIVAL
Location of the special occasion event: ST. JOHN NEUMANN CATHOLIC CHURCH
Event Date & Times: 10/27/24 1:30-4PM
Representative name & phone number: PATRICK WADE 865-777-3410
Have you received a special event permit to hold the event in the Town of Farragut? IN PROCESS
19. Tennessee Sales Tax Number: TAX EXEMPT NO. : 592425216
20. Town of Farragut Business License Number N/A

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.

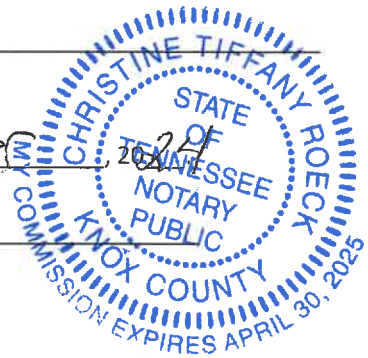
I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.

Pat Ward
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 12 day of September, 2021

Christine Tiffany Rock
Notary Public

My Commission Expires: 4-30-25



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

BMA WORKSHOP

The Board of Mayor and Aldermen discussed the continuation of BMA members on the various Farragut volunteer committees.

Roll Call, Silent Prayer, Pledge of Allegiance,

Roll Call for attendance: Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; In addition to staff and member of the press.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of August 22, 2024, as presented. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Mayor's Report

The Board of Mayor and Aldermen presented the Daughters of the American Revolution & Constitution Week Proclamations.

Alderman Burnette met with the homeowners of Thornton Heights.

Ordinances & Resolutions

Ordinances

First Reading

Ordinance 24-15, an ordinance to rezone Parcel 191.1, Tax Map 130, south of Home Federal Bank off Parkside Drive, 1.57 Acres, from Office District, Three Stories (O-1-3) to General Commercial (C-1) (Turkey Creek Land Partners, LLC, Applicant)

Motion was made to approve Ordinance 24-15 on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, no; motion passed.

Ordinance 24-16, an ordinance to rezone a portion of the property at 12715 Union Road from General Single-Family Residential (R-2) to Rural Single-Family Residential (R-1), 8.64 Acres (Wil Glafenhain, Applicant)

Motion was made to approve Ordinance 24-16 on first reading. Moved by Alderman Burnette, seconded by Alderman Cain; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, no; motion passed.

Ordinance 24-17, an Ordinance of the Town of Farragut, Tennessee amending the Fiscal Year 2024-2025 Capital Investment Program and ARPA Fund budgets, passed by Ordinance 24-07

Motion was made to approve Ordinance 24-17 on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, no; motion passed.

Resolutions

Approval of Resolution R-2024-12, Acceptance of Public Streets and Street Names Located within the Town of Farragut

Motion was made to approve Resolution R-2024-12. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, no; motion passed.

Business Items

Approval of the Veterans Salute 5K/10K race, November 9, 2024

Motion was made to approve the event application involving the Town's public rights of way for the Salute to Veteran's Races on November 9, 2024. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of the Hot to Trot 5K/10K/Fun Run, November 28, 2024

Motion was made to approve the Hot to Trot 5K/10K and Fun Run road closures on Parkside Drive on November 28, 2024 from 6:30 am to 10:00 am. Moved by Alderman White, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Change Order #1 for Contract 2024-15, Synthetic Field Resurfacing, Mayor Bob Leonard Park

Motion was made to approve Change Order #1 for synthetic field resurfacing in the amount of \$31,500. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Change Order #1, Contract 2024-09, Stormwater Infrastructure Repairs

Motion was made to approve Change Order #1, Contract 2024-09, with a total increase in cost of \$38,748, total contract \$1,510,100.90. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Change Order #2, Contract 2024-09, Stormwater Infrastructure Repairs

Motion was made to approve Change Order #2, Contract 2024-09 total increase in cost of \$165,579.73, total contract \$1,675,680.63. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Bid and Award of Contract 2025-06, McFee Park Phase 4

Motion was made to award Contract 2025-06 to the Frankin Group, LLC, for the bid of \$2,674,000. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 24-15, an ordinance on second reading to rezone Parcel 191.1, Tax Map 130, south of Home Federal Bank off Parkside Drive, 1.57 Acres, from Office District, Three Stories (O-1-3) to General Commercial (C-1) (Turkey Creek Land Partners, LLC, Applicant)

INTRODUCTION AND BACKGROUND: During discussion with the Planning Commission, it was noted that this item involves a rezoning request for the last undeveloped tract in the Turkey Creek development off Parkside Drive. The tract in question is just south of the Home Federal Bank and abuts N. Campbell Station Road but is accessed through a joint access easement shared with Home Federal Bank and the Publix shopping center. No access is permitted to N. Campbell Station Road for this tract.

DISCUSSION: Both the Home Federal tract and the tract that is the subject of this rezoning are zoned O-1-3, which permits office type uses up to three stories. Given that the property is visible from N. Campbell Station Road, the applicant has been approached with different restaurant concepts. However, under the O-1-3 District, restaurants are not permitted uses.

The applicant is requesting to rezone this property to General Commercial (C-1), which is the same district as the property to the east where the Publix shopping center is situated. As noted to the Planning Commission, the staff would view the C-1 District as a better fit for this property than the O-1-3 given the size of the tract. The O-1-3 has a 70-foot building setback from abutting zoning lines and is not large enough to provide for a three-story office building and associated parking should that be desired. The C-1 District would provide the applicant with more options to market the property and a restaurant use would provide good sales tax revenue for the Town. It is also adjacent to land zoned C-1 and would be compatible with that built environment.

RECOMMENDATION: At their meeting on August 15, 2024, the Planning Commission unanimously recommended approval of Ordinance 24-15. The rezoning request would advance the Town’s Strategic Plan under the Critical Success Factor of “Enhancing the Town’s Financial Position.” At the Board of Mayor and Aldermen meeting on September 12, 2024, Ordinance 24-15 was unanimously approved on first reading. There have been no changes to Ordinance 24-15 since the first reading and Community Development Director, Mark Shipley, recommends approval of Ordinance 24-15 on second reading.

BOARD ACTION:

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

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

ORDINANCE: 24-15
PREPARED BY: Shipley
REQUESTED BY: Turkey Creek Land Partners, LLC
CERTIFIED BY FMPC: August 15, 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 Parcel 191.1, Tax Map 130, south of Home Federal Bank off Parkside Drive, from O-1-3 to C-1 (See Exhibit A).

SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2024, with approval recommended by the Farragut Municipal Planning Commission (FMPC).

Scott Russ, Chairman

Shannon Preston, Secretary



Exhibit A Ordinance 24-15

Rezone of 0 N. Campbell Station
Parcel 191.1 Tax Map 130 19110

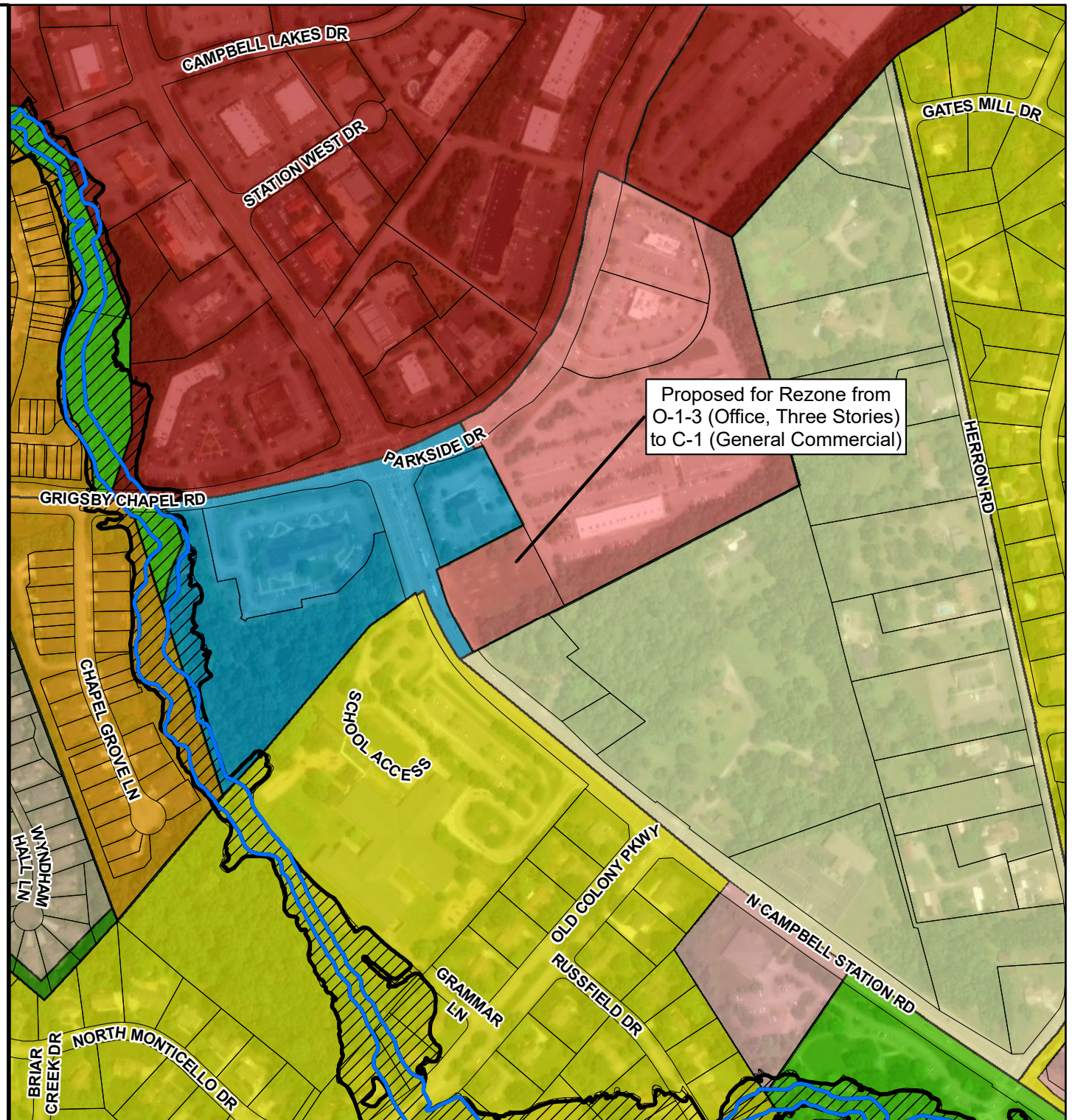
Proposed for Rezone from
O-1-3 (Office, Three Stories)
to C-1 (General Commercial)

Legend

- Floodway
- 100 year Flood Zone
- 500 year Flood Zone
- Parcels
- Subject Area
- B-1, Buffer
- OS-P, Open Space/Park
- 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-1-3, Office, Three Stories
- C-1, General Commercial
- C-2, Regional Commercial



1 in = 400 ft



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY:

Mark Shipley, Community Development Director

SUBJECT:

Ordinance 24-16, an ordinance on second reading to rezone a portion of the property at 12715 Union Road from General Single-Family Residential (R-2) to Rural Single-Family Residential (R-1), 8.64 Acres (Wil Glafenheim, Applicant)

INTRODUCTION AND BACKGROUND: During discussion with the Planning Commission, it was noted that the property in question fronts along Union Road just to the west of the Fox Run Subdivision. The property has one dwelling unit and is bisected by a stream that is a tributary of Little Turkey Creek. On the west side of the stream where the dwelling unit is situated, the property is zoned R-2. On the east side of the stream that abuts a number of dwelling units in the Fox Run Subdivision, the property is zoned R-1.

As noted to the Planning Commission, it was discovered through a citizen request that the applicant has chickens in a pen that is situated on the land that is zoned R-2. Within the R-2 District the only agricultural uses permitted are crops on tracts that are at least five acres. The applicant’s rezoning request is mainly intended to zone the property so that it can have chickens.

DISCUSSION: One aspect of the initial rezoning that was reviewed with the Planning Commission was that the applicant had requested a rezoning of the entire property to the Agricultural District (A). The staff noted that a more appropriate option would be to rezone the R-2 portion of the property to the R-1 District. Currently, as mentioned above, a portion of the applicant’s property is zoned R-1, and that portion of the property abuts other parcels that are zoned R-1. Given the fact that the applicant’s land is more than one acre, chickens would be a permitted use under the R-1 District just like the Agricultural District. Thus, the original goal of the rezoning request would still be accomplished.

RECOMMENDATION: The Planning Commission agreed with the staff and felt that the R-1 District would be more appropriate than the Agricultural District. Consequently, at their meeting on August 15, 2024, the Planning Commission unanimously recommended approval of Ordinance 24-16. At the Board of Mayor and Aldermen meeting on September 12, 2024, Ordinance 24-16 was unanimously approved on first reading. There have been no changes to Ordinance 24-16 since the first reading and Community Development Director, Mark Shipley, recommends approval of Ordinance 24-16 on second reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

ORDINANCE: 24-16
PREPARED BY: Shipley
REQUESTED BY: Wil Glafenhein
CERTIFIED BY FMPC: August 15, 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 a portion of the property at 12715 Union Road from R-2 to R-1 (See Exhibit A).

SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2024, with approval recommended by the Farragut Municipal Planning Commission (FMPC).

Scott Russ, Chairman

Shannon Preston, Secretary

Exhibit A Ordinance 24-16

Rezone of 12715 Union Road
Parcel 141 Tax Map 108.12

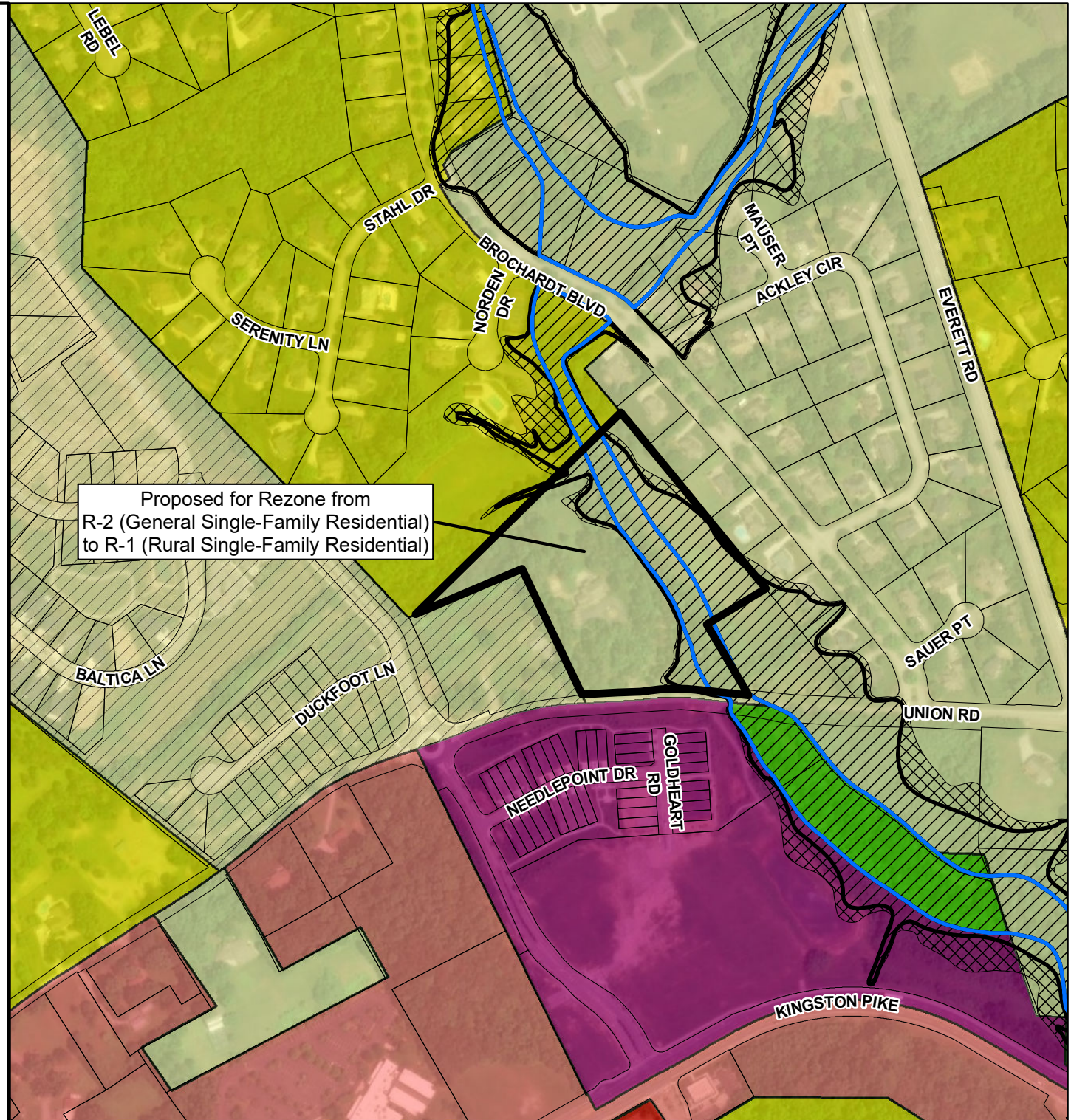
Proposed for Rezone from
R-2 (General Single-Family Residential)
to R-1 (Rural Single-Family Residential)

Legend

-  Floodway
-  100 year Flood Zone
-  500 year Flood Zone
-  Parcels
-  Subject Area
-  Business District Four Story
-  OS-P, Open Space/Park
-  R-1, Rural Single-Family Residential
-  R-2, General Single-Family Residential
-  R-1/OSR, Open Space Residential Overlay
-  Neighborhood/Convenience Commercial
-  C-1, General Commercial



1 in = 400 ft



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: **Ordinance 24-17**, an Ordinance of the Town of Farragut, Tennessee amending the Fiscal Year 2024-2025 Capital Investment Program and ARPA Fund budgets, passed by Ordinance 24-07

INTRODUCTION:

The purpose of this agenda item is to approve Ordinance 24-17 on second and final reading to amend the Fiscal Year 2025 Capital Investment Program and ARPA Fund budgets.

ARPA Fund

DISCUSSION:

Additional funds are needed for the projects listed below. Both projects involve stormwater management and maintenance for town facilities.

- McFee Park Phase 4, Stormwater Parking Facilities \$174,000 – The bids for the project are higher than originally budgeted. The additional funds needed will be funded from the Stormwater Project assigned fund balance in the Capital Investment Program.
- Stormwater Infrastructure Repairs \$204,327.73 – This project was awarded in April 2024. Since that time additional funds are needed for a change order of \$38,748 and additional work proposed in the amount of \$165,579.73. The additional funds needed will be funded from the Stormwater Project assigned fund balance in the Capital Investment Program. Both change orders are also on the agenda for approval.

FINANCIAL SECTION: ARPA Fund Budget

Account Number: ARPA Fund Expenditures		
<u>FY2025 Budget</u>	<u>Requested Amendment</u>	<u>FY2025 Amended Budget</u>
\$4,286,074	\$378,327.73	\$4,664,401.73
Approved By: <u>A. Myers</u>		

Capital Investment Program Fund

DISCUSSION:

Funds will be transferred to the ARPA Fund to supplement additional funds needed for projects. The funds will be deducted from the assigned fund balance for stormwater projects.

Account Number: CIP Fund Expenditures		
<u>FY2025 Assigned Fund</u>		
<u>Balance</u>	<u>Requested Amendment</u>	<u>FY2025 Amended Balance</u>
\$562,034	\$378,327.73	\$183,706.27
Approved By: <u>A. Myers</u>		

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder

PROPOSED MOTION: Motion to approve Ordinance 24-17 on second and final reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

ORDINANCE	24-17
PREPARED BY	Myers
1 ST READING	September 12, 2024
2 ND READING	September 26, 2024
PUBLISHED IN	Farragut Press
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE
FISCAL YEAR 2024-2025 GENERAL FUND AND CAPITAL INVESTMENT FUND
BUDGETS, PASSED BY ORDINANCE 24-07**

WHEREAS, the Town of Farragut adopted the fiscal year 2024-25 budget by passage of Ordinance Number 24-07 on June 13, 2024; 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, a reallocation of department expenses is being made in the General Fund budget and expenses will be greater than budgeted in the Capital Investment Fund budget; 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 2024-2025 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 24-07 is hereby amended by:

The **ARPA Fund** will be amended by increase expenditures from \$4,286,074 to \$4,664,401.73, an increase of \$378,327.73 for the following projects.

- McFee Park Phase 4, Stormwater Parking Facilities \$174,000 – The bids for the project are higher than originally budgeted. The additional funds needed will be funded from the Stormwater Project assigned fund balance in the Capital Investment Program.
- Stormwater Infrastructure Repairs \$204,327.73 – This project was awarded in April 2024. Since that time additional funds are needed for a change order of \$38,748 and additional work proposed in the amount of \$165,579.73. The additional funds needed will be funded from the Stormwater Project assigned fund balance in the Capital Investment Program. Both change orders are also on the agenda for approval.

The **Capital Investment Program Budget** will be amended by transferring \$378,327.73 from the Stormwater assigned fund balance within the Capital Investment Program budget to the ARPA Fund.

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

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of the Special Event Permit for St. John Neumann Catholic Church “Mustang Miler” 5K and Fun Run, October 26, 2024

INTRODUCTION AND BACKGROUND: Included in your packet is a request for approval of an Event application for the St. John Neumann Catholic Church “Mustang Miler” 5K and Fun Run, October 26, 2024.

DISCUSSION: The event is being presented to the Board of Mayor and Aldermen because of the use of a portion of the Grigsby Chapel Greenway.

The Knox County Sheriff’s Department will help provide traffic control at the three intersections along the route.

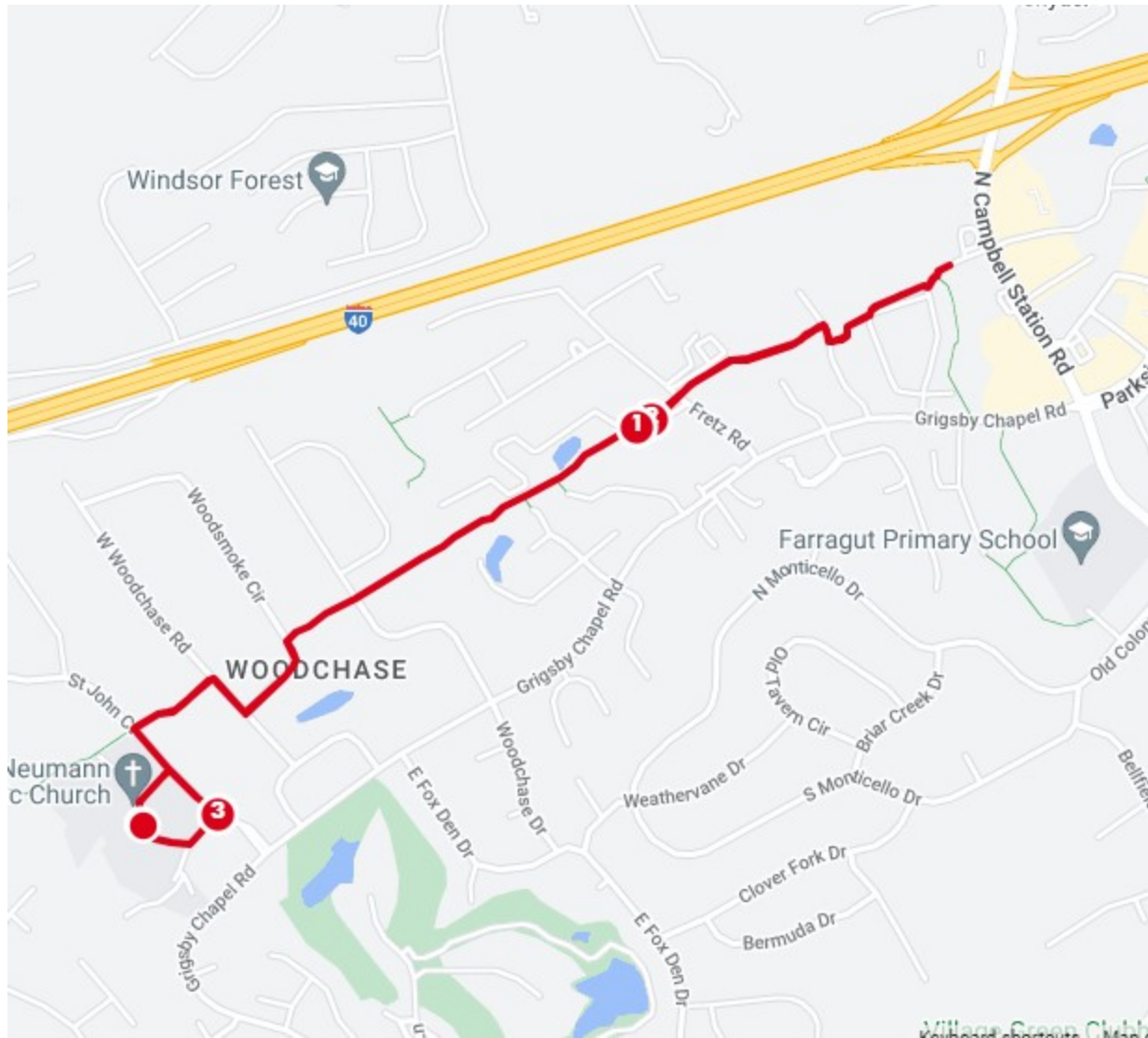
RECOMMENDATION: Staff recommends approval of the event subject to proper notification to any affected entities and the provision of adequate traffic control.

PROPOSED MOTION: To approve an Event Application Special Event Permit for St. John Neumann Catholic Church “Mustang Miler” 5K and Fun Run, October 26, 2024.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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



DATE RECEIVED _____
PERMIT # _____
CUSTOMER # _____
(FOR ADMINISTRATION PURPOSES ONLY)

5K APP
PAGE ONE

Town of Farragut
11408 Municipal Center Dr. Farragut, TN. 37934
Phone: (865) 966-7057
Email: events@townoffarragut.org

SPECIAL EVENT PERMIT APPLICATION

NOTE: If there is any change that would alter the information given in this application while it is pending, the applicant shall notify the Town of Farragut within 48 hours of such change.

APPLICANT/CONTACT PERSON NAME: PATRICK WADE
ADDRESS: 625 ST. JOHN CT. KNOXVILLE, TN 37934
PHONE: 865-777-3410 EMAIL: pwade@sjknnox.org
EVENT LOCATION NAME AND ADDRESS: "MUSTANG MILER" 5K + ONE-MILE FUN RUN (ST. JOHN NEWMAN)
STARTS AT ADDRESS ABOVE ([Mayor Ralph McGill Plaza](#) and [Founders Park](#) require an additional application)
EVENT DATE(S): SATURDAY, OCT - 26TH EVENT HOURS: 8:30AM - 11AM
SET UP TIME: 7:30AM BREAKDOWN TIME: 10:30AM NUMBER OF PARTICIPANTS: 125 NUMBER OF SPECTATORS: 30

OUTLINE PROVISIONS FOR IMMEDIATE CLEANUP AFTER SPECIAL EVENT:

STAFF + VOLUNTEERS TO CLEAN UP (THERE'S VERY LITTLE THINGS / STUFF TO PICK UP)

EVENT NAME: "MUSTANG MILER" 5K + ONE-MILE FUN RUN
EVENT PURPOSE: PART OF FALL FESTIVAL WEEKEND - COMMUNITY BUILDING

IS THIS A REPEATED EVENT IN THE TOWN OF FARRAGUT? ☒ YES ☐ NO IF YES, DATE OF LAST EVENT: 10/21/23

CHECK ALL THAT APPLY:

☐ FOOD TRUCKS WILL BE UTILIZED	Food trucks must possess a Farragut Mobile Food Vending Permit .
☐ ALCOHOL WILL BE SERVED	For beer, a Temporary Beer Permit and BOMA approval will be required. For wine, liquor and/or high gravity beer, please attach a copy of the appropriate Tennessee state issued liquor license .
☐ A TEMPORARY SIGN WILL BE UTILIZED	If yes, attach a copy of the event signage.
☒ DIRECTLY/INDIRECTLY UTILIZE PUBLIC PROPERTY	If yes, please specify on the Site Plan. BOMA approval is required for closure of public roads, Rights of Way and Greenways.
☐ TENTS/INFLATABLE STRUCTURES WILL BE UTILIZED	If yes, an inspection may be required. Please review the Tent and Air Supported Structures Permit for more information.
☐ A TEMPORARY STAGE WILL BE UTILIZED	Please specify size of tent(s) if applicable: _____
☐ GENERATORS WILL BE UTILIZED	

Any signs, props or displays used in conjunction with the special event must be removed immediately after the time permitted for the special event has expired. The use of banners, flags (other than flags of official governmental bodies), streamers, balloons or any similar devices, and decorated vehicles or trailers in connection with the event shall be prohibited.

SITE PLAN

Please attach an initial site plan showing the proposed layout for the event. Site plan example is available [here](#). Depending on the event, the site plan will typically need to show that access routes for emergency vehicles, sidewalks, and ADA parking areas will not be obstructed. The site plan will also need to show the size and location of tents and spacing between tents, the location of any food trucks, the location of fire extinguishers, portable toilets, trash collection bins, and generators. A site plan for a walk or run should clearly indicate the location of the start and finish line as well as the walk/run route. Applications for special events that involve leaving the primary event location (public or private properties) to utilize public sidewalks, streets and/or bike paths shall require the Town's Board of Mayor and Aldermen approval prior to the issuance of a special event permit.

5K APP
PAGE 2

DATE RECEIVED _____
PERMIT # _____
CUSTOMER # _____
(FOR ADMINISTRATION PURPOSES ONLY)

Town of Farragut
11408 Municipal Center Dr. Farragut, TN. 37934
Phone: (865) 966-7057
Email: events@townoffarragut.org

TRAFFIC/PARKING INFORMATION

Will support facilities such as traffic control and crowd control be needed? If yes, please specify:

WE WILL HAVE KNOX COUNTY SHERIFF'S OFFICERS AT 3 INTERSECTIONS
(ALL SIDE STREETS) IN CASE ANY CARS APPROACH AS RUNNERS CROSS STREET

If buses or trolleys will be used in correlation with the event, please specify the drop-off and pickup locations: _____

N/A

Where will the attendees park? ALL WILL PARK IN OUR PARKING LOTS (MORE THAN ENOUGH
SPACES)

Provide a reasonable estimate of parking volume generated by the event and the type of parking that will be used:

SEE ABOVE. DOESN'T USE EVEN CLOSE TO OUR FULL CAPACITY.

ORGANIZATION INFORMATION (if applicable)

ORGANIZATION NAME: ST. JOHN NEUMANN CATHOLIC CHURCH

ORGANIZATION ADDRESS: 633 ST. JOHN CT. KNOXVILLE, TN 37934

OWNER'S NAME: CHURCH PHONE/EMAIL: 865-777-3410

pwade@sjknk.org

INSURANCE INFORMATION

NAME OF APPLICANT'S INSURANCE COMPANY: CATHOLIC MUTUAL GROUP

PHONE/EMAIL: 402-551-8765 webquestions@catholicmutual.org

ADDRESS: 10843 OLD MILL RD. OMAHA, NE 68154

Please attach a Certificate of Insurance endorsing the Town of Farragut as an additional insured under your General Liability policy with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Farragut, including its past and present employees, elected officials and representatives. The insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the required insurance. Insurers have no recourse against the Town of Farragut for payment or assessments in any form on any insurance policy. The Town has the right to require higher limits based upon the particular special event proposed.

CHECKLIST

Before you submit your special event application, please make sure that the following steps have been completed:

- ☐ Truthfully complete all necessary information
- ☐ Attach site plan
- ☐ Attach a Certificate of Insurance and confirm that the event name, location, and date is added in the Description of Operations box at the bottom of the proof of insurance form
- ☐ Note any separate permits needed according to the checklist on Page 1
- ☐ Signature authorization below

By signing below, I acknowledge that I have fully read and understand all policies and procedures for Special Events on public property and agree to abide by those policies and procedures set forth therein.

PRINTED NAME: PATRICK WADE

APPLICANT SIGNATURE: Patrick Wade

DATE: 9/12/24

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Approval of the First Amendment to Option and Lease Agreement between Crown Communications, LLC and the Town of Farragut for property located at 521 Virtue Road

INTRODUCTION: The purpose of this agenda item is to approve the First Amendment to Option and Lease Agreement between Crown Communications, LLC and the Town of Farragut for property located at 521 Virtue Road

BACKGROUND: The Town of Farragut has leased the property at 521 Virtue Road for use of a cell tower to Crown Communications since May 7, 2001. The current lease for this property expires on May 6, 2026 and Crown Communications is requesting an extension of that lease agreement that would expire on May 6, 2046.

DISCUSSION: The current rent payment for the tower on Virtue Road is \$34,140 per year. This new agreement would increase the base rent to \$30,000 per year on the property and \$10,000 per year for each co-located provider, for a total amount of \$50,000 per year. The rent would increase 3% annually throughout the length of the agreement.

The amendment also includes a right of first refusal, which would allow Crown Communications to match any offer for the purchase of the Town’s rights to the property at the terms and conditions of the prospective buyer, if they so choose.

Finally, to execute this amendment prior to the expiration of the current agreement, Crown Communications has agreed to pay the Town of Farragut a lump sum fee of \$30,000 within 60 days of signing all documents by the parties.

This agreement aligns with the Town’s strategic plan by Enhancing the Town’s Financial Position by increasing the lease payments to current market rates and providing additional revenues to be designated in the General Fund.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the First Amendment to Option and Lease Agreement between Crown Communications, LLC and the Town of Farragut for property located at 521 Virtue Road.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT
(BU 802902)

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("First Amendment") is dated as of the date of Landlord's signature, and made effective as of the date of the last party to sign, by and between TOWN OF FARRAGUT, a political subdivision of the State of Tennessee ("Landlord"), and CROWN COMMUNICATION LLC, a Delaware limited liability company ("Tenant"), successor by conversion to Crown Communication Inc., a Delaware corporation.

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated March 21, 2001 (as assigned, the "Agreement"), whereby Landlord leased to Tenant a portion of land being described as a 2,500 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Property") located at 521 Virtue Road (Tax Parcel #152 040), Town of Farragut, Knox County, State of Tennessee, and being further described in Book 1973, Page 387 in the Knox County Register of Deeds ("Registry"). Notice of the Agreement is provided by, and the Property is described in that certain Memorandum of Lease ("Memorandum") recorded in Instrument Number 200106250091060 in the Registry; and

WHEREAS, the term of the Agreement commenced on May 7, 2001, and has an original term, including all extension terms, that will expire on May 6, 2026 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Landlord and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 3 of the Agreement is amended by replacing "four (4)" with "eight (8)", thereby adding four (4) additional five (5)-year extension terms to the Agreement beyond the Original Term, and extending its total term to May 6, 2046, unless sooner terminated as provided in the Agreement.

3. As additional consideration for amending the Agreement in accordance with this First Amendment, on May 1, 2026, the annual rent shall increase to Thirty Thousand Dollars (\$30,000.00) per year. Following such increase, the annual rent shall escalate pursuant to the terms of the Agreement, as amended herein. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on the same date.

4. As further additional consideration for amending the Agreement in accordance with this First Amendment, on May 1, 2026, the annual rent paid for each Co-located Provider shall increase to Ten Thousand Dollars (\$10,000.00) per year. Following such increase, the annual rent for each Co-located Provider shall escalate pursuant to the terms of the Agreement, as amended

herein. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on the same date.

5. Section 4 of the Agreement is amended by adding the following paragraph to the end thereto:

Commencing on May 1, 2027, and every year thereafter (each an "Adjustment Date"), both the annual rent and the rent for each Co-Located Provider shall increase by an amount equal to three percent (3%) of the annual rent and the annual rent for each Co-located Provider, respectively, in effect for the year immediately preceding the Adjustment Date.

6. Section 20 of the Agreement is amended by deleting Tenant's notice address and inserting the following:

Tenant: Crown Communication LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

7. The Agreement is amended by adding a new Section 28 to the end thereto:

28. Right of First Refusal. If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Landlord's interest in this Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in this Agreement, on the same terms and conditions in the offer, excluding any terms or conditions that are (i) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Property. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of

first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

8. As additional consideration for amending the Agreement in accordance with this First Amendment, Tenant agrees to pay to Landlord Thirty Thousand Dollars (\$30,000.00) within sixty (60) days of full execution of this First Amendment by both parties.

9. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby. Landlord has complied with all applicable laws in entering into this First Amendment, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Tenant is relying on such compliance in entering into this First Amendment.

(b) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(d) Landlord acknowledges that the Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

10. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Property and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

11. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

12. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, heirs, successors and assigns. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal,
and have caused this First Amendment to be duly executed on the day and year first written above.

LANDLORD:

Town of Farragut,
a political subdivision of the State of Tennessee

By: _____(SEAL)

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

TENANT:

Crown Communication LLC,
a Delaware limited liability company

By: _____(SEAL)

Print Name: _____

Title: _____

Date: _____

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director, Town Recorder

SUBJECT: Approval of the Board of Mayor and Aldermen appointments to Town of Farragut Boards and Commissions

INTRODUCTION: At the BMA workshop on September 12, 2024, the board reviewed BMA members on each of the town volunteer committees. The following is the slate of BMA members appointment to each committee:

- Arts & Beautification Committee – Mayor Williams
- Education Relations Committee – Alderman Cain
- Museum Committee – Mayor Williams
- Parks & Athletics Council – Alderman Burnette
- Stormwater Advisory Committee – Vice-Mayor Meyer
- Tourism and Visitors Committee – Alderman Cain
- Visual resources Review Board – Alderman White

RECOMMENDATION BY: Allison Myers, Finance Director, Town Recorder

PROPOSED MOTION: To approve the slate of Board of Mayor and Aldermen appointments to various Town of Farragut Boards and Commissions

BOARD ACTION:

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

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



2753 COUCHVILLE PIKE STE 401
NASHVILLE TN 37217-5700
Phone: 615-743-3206
Fax: 615-254-4337

To: TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR
FARRAGUT TN 37934
Attn: Travis Ramsey
Phone:
Fax:
Email: RUSS.TOMLIN@GRAYBAR.COM

Date: 09/19/2024
Proj Name: TRAVIS
GB Quote #: 0247005170
Release Nbr:
Purchase Order Nbr: TRAVIS
Additional Ref#
Valid From: 09/12/2024
Valid To: 09/19/2024
Contact: Russ Tomlin
Email: Russ.Tomlin@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: PRICING PER OMNIA CONTRACT# EV2370

Material Farragut Town Hall has in Stock for this project:
Racks (1)-4 Post, (2) Wall Mount
Backbone (3) CCHO2U#s, (4) LC 12 Pack Coupler Panels Corning
Wire Mangers (5) 1U#s

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	10,000 EA	PRYSMIAN CABLES	6P4P24-BL-P-GCC-TPCE	7131100		\$278.03	1000	\$2,780.30
GB Part #: 26596915 UPC #:								
200	23,000 EA	PRYSMIAN CABLES	6NP4P24-WH-P-GCC-PV-CE	7133801		\$187.76	1000	\$4,318.48
GB Part #: 25202459 UPC #: 07940784531								
300	65 EA	ALLEN TEL	AT30-2-15	2 POS FACEPLATE - WHITE		\$1.34	1	\$87.10
GB Part #: 92044745 UPC #: 79915855318								
400	3 EA	ALLEN TEL	AT30-4-15	4 POS FACEPLATE - WHITE		\$1.34	1	\$4.02
GB Part #: 92044739 UPC #: 79915855324								
500	12 EA	ALLEN TEL	AT33S-15	VRSTP SRFC HSNG WHT		\$1.11	1	\$13.32

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply.

To: TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR
FARRAGUT TN 37934
Attn: Travis Ramsey

Date: 09/19/2024
Proj Name: TRAVIS
GB Quote #: 0247005170

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GB Part #: 93198330 UPC #: 79915855390

600	70 EA	ERICO PROD	MPLS	BRACKETMOUNTING LOW VOLT SINGLE GANG SCR	\$194.62	100	\$136.23
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GB Part #: 92122533 UPC #: 78285648635

700	300 EA	ALLEN TEL	AT66-20	CAT 6 VIP JACK BU	\$4.62	1	\$1,386.00
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GB Part #: 22017178 UPC #: 79915865007

800	4 EA	ALLEN TEL	AT66-PNL-48	48PT CAT 6 PATCH PANEL	\$207.54	1	\$830.16
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GB Part #: 22017141 UPC #: 79915865011

900	170 EA	NETSOURCE INC	IMC6BMP-BL-1	CAT6 SLIM LINE PATCH CORD BLUE 1FT	\$1.91	1	\$324.70
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1100	300 EA	CORNING OPTICAL	M-5-IPJ-6-DN-LE-006T88-31180-A3 AQ-CCS-CUT REEL		\$1,997.15	1000	\$599.15
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GB Part #: 25202810 UPC #: 405641818133

1200	300 EA	CORNING OPTICAL	M-5-IPJ-6-DN-LE-006T88-31180-A3 AQ-CCS-CUT REEL		\$1,997.15	1000	\$599.15
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GB Part #: 25202810 UPC #: 405641818133

1300	30 EA	CORNING OPTICAL	95-050-99-X	LC UNICAM 50UM OM3/OM4	\$17.12	1	\$513.60
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GB Part #: 22110797 UPC #: 404267361942

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Date: 09/19/2024
Proj Name: TRAVIS
GB Quote #: 0247005170

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1400	200 EA	ERICO PROD	CAT12	CLIPCABLECAT5 3/4 INCH	\$137.13	100	\$274.26
GB Part #: 97122895 UPC #: 78285633178							
1700	200 EA	ERICO PROD	CAT32HP	CLIPCABLECATHP 2 INCH	\$288.05	100	\$576.10
GB Part #: 25180527 UPC #: 78285661761							
1800	50 EA	CONDUIT	1-EMT	1-STEEL THINWALL CONDUIT	\$156.81	100	\$78.41
GB Part #: 88272936 UPC #: 98001002003							
1900	100 EA	ARLINGTON IND	EMT100	1-IN NM BUSHING	\$57.39	100	\$57.39
GB Part #: 96047755 UPC #: 01899712220							
2000	20 EA	CONDUIT	2-EMT	2-STEEL THINWALL CONDUIT	\$364.63	100	\$72.93
GB Part #: 88272939 UPC #: 98001002006							
2100	10 EA	ARLINGTON IND	EMT200	2-IN NM BUSHING	\$183.38	100	\$18.34
GB Part #: 96079048 UPC #: 01899712235							
2200	20 EA	CONDUIT	4-EMT	4-STEEL THINWALL CONDUIT	\$949.26	100	\$189.85
GB Part #: 88272943 UPC #: 98001002010							
2300	10 EA	ARLINGTON IND	EMT400	4-IN NM BUSHING	\$750.90	100	\$75.09
GB Part #: 96079052 UPC #: 01899712255							

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Date: 09/19/2024
Proj Name: TRAVIS
GB Quote #: 0247005170

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

2400	1 EA	DATACOMM CABLING	LABOR	SCOPE OF WORK - DATACOMM CABLING LLC WILL INSTALL THE FOLLOWING: STRUCTURED CABLING - INSTALL (148) CAT 6 DROPS (SEE ATTACHED PRINTS) INSTALL CABLE PATHWAY USING J-HOOKS SLEEVES MOUNT (12) APS BACKBONE FIBER - INSTALL (2) 6 STRAND OM3 ARMORED FIBER RUNS FROM 2ND FLOOR MDF INSTALL (3) CCHO2U EXISTING FIBER CANS AND EXISTING COUPLER PANELS AT EACH IDF/MDF TERMINATE TEST AND LABEL (24) LC OM3 FIBER TERMINATIONS MDF/IDF BUILD OUTS - MOVE AND INSTALL (1) EXISTING 4 POST RACK TO MDF MDF FIBER CUTOVER FROM OLD WALL MOUNT RACK IN MDF TO	\$30,250.00	1	\$30,250.00
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To: TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR
FARRAGUT TN 37934
Attn: Travis Ramsey

Date: 09/19/2024
Proj Name: TRAVIS
GB Quote #: 0247005170

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

NEW 4 POST
RACK AT MDF
MOVE AND
INSTALL (2)
EXISTING WALL
MOUNT RACKS TO
IDFS

2500	40 EA	NETSOURCE INC	IMS6B-BL-3	3FT IMP CAT6 BLU PATCH CORD W/ MOLD BOOT	\$1.49	1	\$59.60
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GB Part #: 25711670 UPC #:

2600	40 EA	NETSOURCE INC	IMS6B-BL-7	7FT IMP CAT6 BLU PATCH CORD W/ MOLD BOOT	\$2.39	1	\$95.60
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GB Part #: 25711672 UPC #:

Total in USD (Tax not included): \$43,339.78

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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Date: 09/19/2024
Proj Name: TRAVIS
GB Quote #: 0247005170

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1.ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.

2.GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

3.MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

4.PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.

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12.LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR.

PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

13.LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.

14.WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

15.ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

16.CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

17.FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

18.EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

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REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Travis Ramsey, IT Manager

SUBJECT: Approval of Contract for the Town Hall Network Communications through Omnia Partners

INTRODUCTION: As part of the ongoing remodeling project at Town Hall, there is a need to install a modern network cabling system to support the building's updated infrastructure.

DISCUSSION: The IT Department requested a quote from Graybar Electrical Supply for this project through the Omnia Partners cooperative group per contract EV2370. Graybar will be responsible for supplying all materials and subcontract the installation with DataComm Cabling. Staff request approval for the funding and implementation of a new network cabling system.

FINANCIAL SECTION: ARPA Fund

Account Number: 316-41810-9210			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$4,000,000	\$43,339.78	\$3,843,290	\$113,370.22
Approved By: <u>A. Myers</u>			

RECOMMENDATION BY: Travis Ramsey, IT Manager

PROPOSED MOTION: Motion to approve contract with Graybar Electrical Supply in the amount of \$43,339.78.

BOARD ACTION:

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

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



2753 COUCHVILLE PIKE STE 401
NASHVILLE TN 37217-5700
Phone: 615-743-3206
Fax: 615-254-4337

To: TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR
FARRAGUT TN 37934
Attn: Travis Ramsey
Phone:
Fax:
Email: RUSS.TOMLIN@GRAYBAR.COM

Date: 09/19/2024
Proj Name: TRAVIS
GB Quote #: 0247005170
Release Nbr:
Purchase Order Nbr: TRAVIS
Additional Ref#
Valid From: 09/12/2024
Valid To: 09/19/2024
Contact: Russ Tomlin
Email: Russ.Tomlin@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: PRICING PER OMNIA CONTRACT# EV2370

Material Farragut Town Hall has in Stock for this project:
Racks (1)-4 Post, (2) Wall Mount
Backbone (3) CCHO2U#s, (4) LC 12 Pack Coupler Panels Corning
Wire Mangers (5) 1U#s

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	10,000 EA	PRYSMIAN CABLES	6P4P24-BL-P-GCC-TPCE	7131100		\$278.03	1000	\$2,780.30
GB Part #: 26596915 UPC #:								
200	23,000 EA	PRYSMIAN CABLES	6NP4P24-WH-P-GCC-PV-CE	7133801		\$187.76	1000	\$4,318.48
GB Part #: 25202459 UPC #: 07940784531								
300	65 EA	ALLEN TEL	AT30-2-15	2 POS FACEPLATE - WHITE		\$1.34	1	\$87.10
GB Part #: 92044745 UPC #: 79915855318								
400	3 EA	ALLEN TEL	AT30-4-15	4 POS FACEPLATE - WHITE		\$1.34	1	\$4.02
GB Part #: 92044739 UPC #: 79915855324								
500	12 EA	ALLEN TEL	AT33S-15	VRSTP SRFC HSNG WHT		\$1.11	1	\$13.32

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To: TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR
FARRAGUT TN 37934
Attn: Travis Ramsey

Date: 09/19/2024
Proj Name: TRAVIS
GB Quote #: 0247005170

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GB Part #: 93198330 UPC #: 79915855390

600	70 EA	ERICO PROD	MPLS	BRACKETMOUNTING LOW VOLT SINGLE GANG SCR	\$194.62	100	\$136.23
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GB Part #: 92122533 UPC #: 78285648635

700	300 EA	ALLEN TEL	AT66-20	CAT 6 VIP JACK BU	\$4.62	1	\$1,386.00
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GB Part #: 22017178 UPC #: 79915865007

800	4 EA	ALLEN TEL	AT66-PNL-48	48PT CAT 6 PATCH PANEL	\$207.54	1	\$830.16
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GB Part #: 22017141 UPC #: 79915865011

900	170 EA	NETSOURCE INC	IMC6BMP-BL-1	CAT6 SLIM LINE PATCH CORD BLUE 1FT	\$1.91	1	\$324.70
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1100	300 EA	CORNING OPTICAL	M-5-IPJ-6-DN-LE-006T88-31180-A3 AQ-CCS-CUT REEL		\$1,997.15	1000	\$599.15
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GB Part #: 25202810 UPC #: 405641818133

1200	300 EA	CORNING OPTICAL	M-5-IPJ-6-DN-LE-006T88-31180-A3 AQ-CCS-CUT REEL		\$1,997.15	1000	\$599.15
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GB Part #: 25202810 UPC #: 405641818133

1300	30 EA	CORNING OPTICAL	95-050-99-X	LC UNICAM 50UM OM3/OM4	\$17.12	1	\$513.60
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GB Part #: 22110797 UPC #: 404267361942

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1400	200 EA	ERICO PROD	CAT12	CLIPCABLECAT5 3/4 INCH	\$137.13	100	\$274.26
GB Part #: 97122895 UPC #: 78285633178							
1700	200 EA	ERICO PROD	CAT32HP	CLIPCABLECATHP 2 INCH	\$288.05	100	\$576.10
GB Part #: 25180527 UPC #: 78285661761							
1800	50 EA	CONDUIT	1-EMT	1-STEEL THINWALL CONDUIT	\$156.81	100	\$78.41
GB Part #: 88272936 UPC #: 98001002003							
1900	100 EA	ARLINGTON IND	EMT100	1-IN NM BUSHING	\$57.39	100	\$57.39
GB Part #: 96047755 UPC #: 01899712220							
2000	20 EA	CONDUIT	2-EMT	2-STEEL THINWALL CONDUIT	\$364.63	100	\$72.93
GB Part #: 88272939 UPC #: 98001002006							
2100	10 EA	ARLINGTON IND	EMT200	2-IN NM BUSHING	\$183.38	100	\$18.34
GB Part #: 96079048 UPC #: 01899712235							
2200	20 EA	CONDUIT	4-EMT	4-STEEL THINWALL CONDUIT	\$949.26	100	\$189.85
GB Part #: 88272943 UPC #: 98001002010							
2300	10 EA	ARLINGTON IND	EMT400	4-IN NM BUSHING	\$750.90	100	\$75.09
GB Part #: 96079052 UPC #: 01899712255							

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2400	1 EA	DATACOMM CABLING	LABOR	SCOPE OF WORK - DATACOMM CABLING LLC WILL INSTALL THE FOLLOWING: STRUCTURED CABLING - INSTALL (148) CAT 6 DROPS (SEE ATTACHED PRINTS) INSTALL CABLE PATHWAY USING J-HOOKS SLEEVES MOUNT (12) APS BACKBONE FIBER - INSTALL (2) 6 STRAND OM3 ARMORED FIBER RUNS FROM 2ND FLOOR MDF INSTALL (3) CCHO2U EXISTING FIBER CANS AND EXISTING COUPLER PANELS AT EACH IDF/MDF TERMINATE TEST AND LABEL (24) LC OM3 FIBER TERMINATIONS MDF/IDF BUILD OUTS - MOVE AND INSTALL (1) EXISTING 4 POST RACK TO MDF MDF FIBER CUTOVER FROM OLD WALL MOUNT RACK IN MDF TO	\$30,250.00	1	\$30,250.00
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Proposal

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NEW 4 POST
RACK AT MDF
MOVE AND
INSTALL (2)
EXISTING WALL
MOUNT RACKS TO
IDFS

2500	40 EA	NETSOURCE INC	IMS6B-BL-3	3FT IMP CAT6 BLU PATCH CORD W/ MOLD BOOT	\$1.49	1	\$59.60
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GB Part #: 25711670 UPC #:

2600	40 EA	NETSOURCE INC	IMS6B-BL-7	7FT IMP CAT6 BLU PATCH CORD W/ MOLD BOOT	\$2.39	1	\$95.60
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GB Part #: 25711672 UPC #:

Total in USD (Tax not included): \$43,339.78

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11.SOFTWARE AND FIRMWARE - Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.

12.LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR.

PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

13.LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.

14.WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

15.ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

16.CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

17.FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

18.EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply.