

FARRAGUT BOARD OF MAYOR AND ALDERMEN

October 23, 2014

BMA WORKSHOP

6:15 PM – Discussion of the Everett Road Corridor

BMA GROUP PHOTO

6:55 PM

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. October 9, 2014
- VI. Ordinances**
 - A. First Reading
 1. **Ordinance 14-16**, Ordinance amending the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning Parcel 109, Tax Map 130, located at 820 N. Campbell Station Road, north of the Holiday Inn Express, approximately 33 Acres, from R-2 (General Single-Family Residential District) to R-6 (Multi-Family Residential District) and OSMFR (Open Space Multi-Family Residential Overlay District) (PMG Applicant)
 2. **Ordinance 14-19**, Ordinance to Amend the Town of Farragut Municipal Code Title 16 Streets and Sidewalks by adding Chapter 6 Everett Road Corridor Improvement Fee
- VII. Business Items**
 - A. Approval of Contract 2015-08, Street Resurfacing of Andover Boulevard
 - B. Approval of Engineering Services Contract for the Kingston Pike Greenway Project (Old Stage Road to Virtue Road)
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

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

MINUTES

FARRAGUT BOARD OF MAYOR AND ALDERMEN

October 9, 2014

MCFEE-WENTWORTH GREENWAY CONNECTOR RIBBON CUTTING

6:00 PM

BEER BOARD

6:55 PM

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call
- II. Approval of Agenda
- III. Mayor's Report
- IV. Citizens Forum
- V. Approval of Minutes
 - A. September 25, 2014
- VI. Ordinances
 - A. Public Notice and Second Reading
 1. **Ordinance 14-11**, ORDINANCE TO AMEND THE TEXT OF THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, BY AMENDING CHAPTER 3., SECTION XI., MULTI-FAMILY RESIDENTIAL DISTRICT (R-6), BY PROVIDING FOR NEW REQUIREMENTS, AS AUTHORIZED PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED
 2. **Ordinance 14-12**, ORDINANCE TO AMEND THE TEXT OF THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, BY AMENDING CHAPTER 3., SPECIFIC DISTRICT REGULATIONS., TO CREATE A NEW ZONING DISTRICT ENTITLED OPEN SPACE MULTI-FAMILY RESIDENTIAL OVERLAY (OSMFR), AS AUTHORIZED PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED
 3. **Ordinance 14-13**, ORDINANCE TO AMEND THE TEXT OF THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, BY AMENDING CHAPTER 4., SECTION XX. PARKING AND LOADING, A., 2. AND 3., TO CHANGE THE OFF-STREET PARKING PROVISIONS FOR MULTI-FAMILY USES,

AS AUTHORIZED PURSUANT TO SECTION 13-4-201, TENNESSEE
CODE ANNOTATED.

4. **Ordinance 14-15**, Ordinance to amend Ordinance 14-06, FY2015
General Fund Budget

B. First Reading

1. **Ordinance 14-19**, Ordinance to Amend the Town of Farragut Municipal
Code Title 16 Streets and Sidewalks by adding Chapter 6 Everett Road
Corridor Improvement Fee

VII. Business Items

- A. Approval of Settlement and Release Agreement with Knox County
Schools

VIII. Town Administrator's Report

IX. Town Attorney's Report

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

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, September 11, 2014 at 7:00 p.m. Members present were Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent.

Approval of Agenda

Motion was made to approve the agenda with the postponement of Ordinance 14-19. Moved by Alderman Honken, Seconded by Alderman Markli, voting yes; Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent; no nays; motion passed.

Mayor's Report

Mayor McGill announced that the board had attended the ribbon cutting for the new McFee/Wentworth Greenway.

Alderman Honken asked the board to take a moment to recognize Dan Olson, former Town Administrator, for the contribution to the Town of Farragut. Mr. Olson passed away October 1, 2014.

Approval of Minutes

Motion was made to approve the minutes of September 25, 2014 as presented. Moved by Alderman Honken, Seconded by Alderman Markli, voting yes; Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent; no nays; motion passed.

Ordinances

Public Notice and Second Reading

Ordinance 14-11, ORDINANCE TO AMEND THE TEXT OF THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, BY AMENDING CHAPTER 3., SECTION XI., MULTI-FAMILY RESIDENTIAL DISTRICT (R-6), BY PROVIDING FOR NEW REQUIREMENTS, AS AUTHORIZED PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED

Motion was made to approve Ordinance 14-11 on second and final reading. Moved by Alderman Honken, Seconded by Alderman Markli, voting yes; Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent; no nays; motion passed.

Ordinance 14-12, ORDINANCE TO AMEND THE TEXT OF THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, BY AMENDING CHAPTER 3., SPECIFIC DISTRICT REGULATIONS., TO CREATE A NEW ZONING DISTRICT ENTITLED OPEN SPACE MULTI-FAMILY RESIDENTIAL OVERLAY (OSMFR), AS AUTHORIZED PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED

Motion was made to approve Ordinance 14-12 on second and final reading. Moved by Alderman Honken, Seconded by Alderman Pinchok, voting yes; Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent; no nays; motion passed.

Ordinance 14-13, ORDINANCE TO AMEND THE TEXT OF THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, BY

AMENDING CHAPTER 4., SECTION XX. PARKING AND LOADING, A., 2. AND 3., TO CHANGE THE OFF-STREET PARKING PROVISIONS FOR MULTI-FAMILY USES, AS AUTHORIZED PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

Motion was made to approve Ordinance 14-13 on second and final reading. Moved by Alderman Honken, Seconded by Alderman Markli, voting yes; Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent; no nays; motion passed.

Ordinance 14-15, Ordinance to amend Ordinance 14-06, FY2015 General Fund Budget

Motion was made to approve Ordinance 14-15 on second and final reading. Moved by Alderman Honken, Seconded by Alderman Markli, voting yes; Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent; no nays; motion passed.

Business Items

Approval of Settlement and Release Agreement with Knox County Schools

Motion was made to approve the Settlement Agreement of three (3) equal annual installments of \$368,943.00, payable on October 15, 2014; October 1, 2015; and October 1, 2016 and Release Knox County School, Knox County Government and the Town of Farragut. Moved by Alderman Honken, Seconded by Alderman Markli, voting yes; Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent; no nays; motion passed.

Town Administrator's Report

The following checks were approved for payment.

#34012, Mary Longworth, \$55,835

#33975, Quinn, \$15,489.02

Moved by Alderman Honken, Seconded by Alderman Pinchok, voting yes; Mayor McGill, Aldermen Honken, Markli and Pinchok; Alderman LaMarche was absent; no nays; motion passed.

Meeting adjourned at 7:25 PM

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 14-16, on first reading, to rezone Parcel 109, Tax Map 130, located at 820 N. Campbell Station Road, north of the Holiday Inn Express, approximately 33 acres, from R-2 General Single-Family Residential District to R-6 Multi-Family Residential District and OSMFR Open Space Multi-Family Residential Overlay (PMG, Applicant)

BACKGROUND:

The subject property is currently zoned R-2 (General Single-Family Residential). Due to the recent text amendments to the R-6 Zoning District and the creation of the OSMFR Overlay District, the applicant has now requested a map amendment to rezone the property for a multi-family development. Based on the Comprehensive Land Use Plan (CLUP), much of the property at 820 N. Campbell Station Road was designated on the future land use map as appropriate for open space cluster residential. At the FMPC meeting on October 16, 2014, the commission approved a minor amendment to the CLUP to include the newly created OSMFR Overlay District in the open space cluster residential language noted on page 32 and 35 of the CLUP.

DISCUSSION:

As with any request for a zoning map amendment, the staff must refer to the Town's adopted CLUP and Strategic Plan for guidance. In the CLUP, the character of the typical open space cluster development would consist of small lot, attached units or multi-family units in a clustered setting with substantial open space. The OSMFR Overlay District requires a minimum of 50% open space for the entire tract and, due to the minor amendment approved in relation to the CLUP, the property is consistent with the open space cluster residential description.

The zoning map amendment is also consistent with both the Strategic Plan and the CLUP in terms of addressing the need for greater housing choice. Providing for more housing choices will also strengthen the local economy, as provided for in Goal 2 of the Strategic Plan, by enhancing the customer base to support local businesses and services. Ordinance 14-16 will also promote Goal 4, Objectives 4 and 5 of the Strategic Plan by providing for appropriate land uses for future development and ensuring that future development is consistent with Town plans and standards.

As a part of the rezoning process, the planning commission required a traffic impact study (TIS) prior to considering the rezoning request due to the impacts associated with a request that would substantially increase the density in relation to the existing base zone. As noted in the Executive Summary of the TIS, the primary conclusion is that the traffic generated from the proposed apartment development will not result in unacceptable levels of service at the study intersections. The summary makes three recommendations all of which are supported by the Town staff. Please refer to the recommendations that are included in the Executive Summary. The applicant has reviewed the recommendations and is in agreement with the measures proposed.

Included in your packet are the rezoning application and the TIS Executive Summary.

RECOMMENDATION BY:

At their meeting on October 16, 2014, the planning commission recommended 6-0 to approve the rezoning that is reflected in Ordinance 14-16.

PROPOSED MOTION:

To approve Ordinance 14-16, on first reading, to rezone Parcel 109, Tax Map 130, located at 820 N. Campbell Station Road, north of the Holiday Inn Express, approximately 33 acres, from R-2 General Single-Family Residential District to R-6 Multi-Family Residential District and OSMFR Open Space Multi-Family Residential Overlay.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>PINCHOK</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE:	14-16
PREPARED BY:	Shipley
REQUESTED BY:	PMG
CERTIFIED BY FMPC:	October 16, 2014
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 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 Parcel 109, Tax Map 130, located at 820 N. Campbell Station Road, north of the Holiday Inn Express, approximately 33 Acres, from R-2 (General Single-Family Residential District) to R-6 (Multi-Family Residential District) and OSMFR (Open Space Multi-Family Residential Overlay District) - as shown on Exhibit A

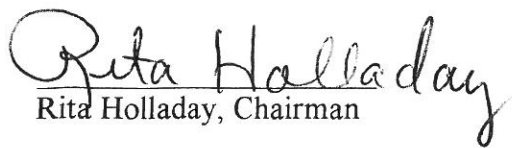
SECTION 2.

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

 Dr. Ralph McGill, Mayor

 Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2014, with approval recommended.


Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Town of



Ordinance 14-16
Exhibit A

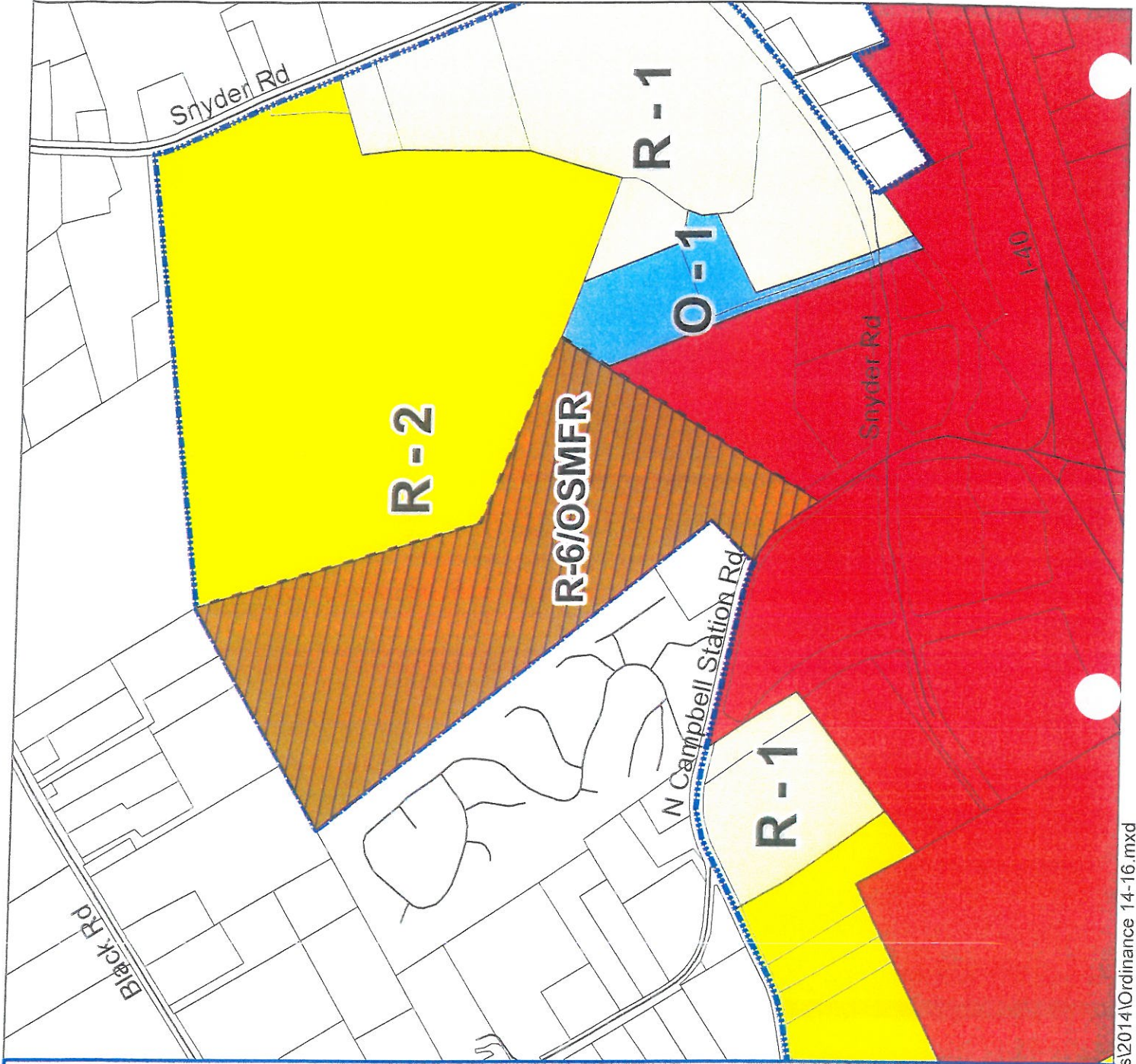
Rezoned
Parcel 109, Tax Map 130
From R-2, General Single
Family Residential
To
R-6/OSMFR, Open Space Multi-Family
Residential Overlay District

Legend

- Town Limit
- Streets
- R-6/OSMFR
- Parcels
- R-1, Rural Single-Family Residential
- R-2, General Single-Family Residential
- O-1, Office
- C-2, Regional Commercial



1 in = 500 ft



RESOLUTION PC-14-10

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF PARCEL 109, TAX MAP 130, LOCATED AT 820 N. CAMPBELL STATION ROAD, NORTH OF THE HOLIDAY INN EXPRESS, APPROXIMATELY 33 ACRES, FROM R-2 (GENERAL SINGLE-FAMILY RESIDENTIAL DISTRICT) TO R-6 (MULTI-FAMILY RESIDENTIAL DISTRICT) AND OSMFR (OPEN SPACE MULTI-FAMILY RESIDENTIAL OVERLAY DISTRICT)

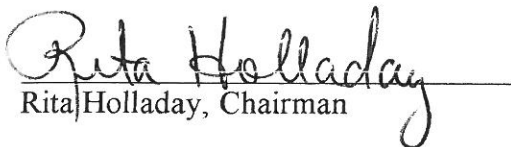
WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

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

WHEREAS, a public hearing was held on this request on October 16, 2014;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 14-16.

ADOPTED this 16th day of October, 2014.


Rita Holladay, Chairman

Edwin K. Whiting, Secretary

AGENDA NUMBER VI. A. 2 MEETING DATE October 23, 2014

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Administrator

SUBJECT: Ordinance 14-19, an ordinance on first reading to establish an Everett Road Corridor Improvement Fee

INTRODUCTION: This is the first reading for the subject Ordinance which will mandate a flat road improvement fee for certain residential developments on Everett Road. This Ordinance was presented to the FMPC for a recommendation at their October 16 2014 meeting which resulted in a unanimous recommendation of approval.

BACKGROUND/DISCUSSION: On August 14, 2014 the Board approved a subdivision development agreement with Farmstead Development LLC. This agreement required the developer to contribute to the cost of improving Everett Road based on a formula (SEE attached agreement). Farmstead Development LLC is building Split Rail Farm Subdivision which directly connects to Everett Road and will intensify the traffic along the sub-standard Everett Road corridor. There are several additional large tract parcels on Everett Road which may develop in the future. Therefore, in line with the Farmstead development agreement, the Town should collect a road improvement fee from similar residential developments proposing to develop along Everett Road. In order to pre plan, promulgate, and move away from the individual cost-sharing agreements the Town has done in the past, we propose this uniform Everett Road Corridor Improvement Fee Ordinance.

Our adopted Comprehensive Land Use Plan calls for low density single family housing along the Everett Road corridor similar to the Split Rail Farm development. Thus, this Ordinance shall only apply to residential developments which contribute to the traffic on Everett Road from Kingston Pike to the northern Town boundary (SEE attached map). The fee in the agreement with Farmstead Development was heavily negotiated and based on several factors: cost of Everett Road from Smith Road to the Split Rail Farm subdivision entrance, existing traffic counts on Everett Road, projected traffic counts (trips per day) generated by the addition of Split Rail Farm at full build out, anticipated contribution to the traffic onto Everett Road (but only traveling southbound). The fee calculated and negotiated is \$3,276 per dwelling unit.

We feel this calculated negotiated fee of \$3,276 per dwelling unit is substantially less than what we could have charged since we only counted the *southbound* traffic contribution onto Everett Road; but, we feel it is in the best interest of the Town and its development partners to apply this fee uniformly along Everett Road though this Ordinance.

RECOMMENDATION BY: G. Palmer, Assistant Town Administrator, and FMPC for approval.

PROPOSED MOTION: Approve Ordinance 14-19 on First Reading, establishing an Everett Road corridor improvement fee.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>PINCHOK</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE:	14-19
PREPARED BY:	PALMER
REQUESTED BY:	
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

DESCRIPTION:

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, through the Farragut Municipal Planning Commission, created and adopted the Farragut Comprehensive Land Use Plan, Future Land Use Map, Zoning Map, and Major Road Plan; and,

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, recognize the need to establish growth policies designed to manage growth and mitigate the public expense arising from private development ; and,

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, are enabled through the State to establish fees for certain activities; and,

WHEREAS, the Town has established a proportionate-share formula for the cost of improving Everett Road; and,

WHEREAS, the Town has applied this formula through an agreement with a private developer to share in the cost of improving Everett Road; and,

WHEREAS, the Town desires to continue to use this proportionate-share formula with future developers proposing to build on Everett Road;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended by adding Title 16 Streets and Sidewalks, etc., Chapter 6 Everett Road Corridor Improvement Fee.

SECTION 1:

16-601 Purpose. It is the intent and purpose of this chapter to establish a uniform regulatory procedure for assessing and collecting fees from developments which contribute vehicular

traffic to Everett Road within the Town of Farragut. Fees collected will be used to improve Everett Road thereby ensuring the safety of its users.

16-602 Authority. This chapter is adopted pursuant to the powers conferred to the Town of Farragut by the State of Tennessee; Tennessee Code Annotated §§ 6-2-201 et seq.

16-603 Applicability. This ordinance shall only apply to all new subdivisions recorded after the date of adoption of this ordinance in which the resulting lots contribute traffic directly onto Everett Road by way of a driveway or subdivision street.

16-604 Definitions. The following definitions shall apply only to this chapter:

Developer: Is a person, firm, partnership, corporation or other legal entity, commencing a land development activity or redevelopment activity, which when completed with dwelling units or contemplated construction will generate or attract traffic to Improved Everett Road, and which requires subdivision or site plan approval, or a building permit from the Town of Farragut.

Development: Any change in land use, any construction of structures, or any change in the use of any existing structure, which when completed with dwelling units or contemplated construction will generate or attract traffic to Improved Everett Road and which requires subdivision or site plan approval, or a building permit from the Town of Farragut.

Road Improvement Area: The land area shown on Exhibit B, the development of which will result in Development accessing the Improved Everett Road and which will be subject to payment of the Road Improvement Fee (SEE Road Improvement Area Map Exhibit B)

Road Improvement Fee: Road Improvement Fee: Required Everett Road Corridor fee in the amount of \$3,276 per dwelling unit. This flat fee per dwelling unit was calculated based the negotiated Split Rail Farm Cost Sharing Agreement formula (SEE Split Rail Farm Contract Exhibit B)

Subdivision: The division of a tract or parcel of land into two (2) or more lots, sites, or divisions for the purpose, whether immediate or future, of sale or building development, and include re-subdivision of the land or area subdivided

16-605 Road Improvement Fee as Condition of Development Approval. Any required approval related to a Development (i.e. rezoning, subdivision, site plan approval, building permit, etc.) shall be conditioned by the Farragut Municipal Planning Commission, or other approving authority of the staff of the Town, upon the payment of the Road Improvement Fee at the time when the final approval is granted, which approval would authorize the Developer to

commence construction on the land area governed by the approval granted. If not previously paid, no building permit for land located within the Road Improvement Area in the Town of Farragut shall be issued until the Road Improvement Fee herein established has been paid in full by the Developer for the entire Development or for the individual lot being petitioned for permitting.

16-606 Road Improvement Fee and Payment. (a) The developer or lot owner shall pay the Road Improvement Fee of \$3,276.00 per dwelling unit, which has been calculated by the Town Administrator based on the factors set forth in Exhibit B. Said fee shall be paid in either of the following ways, except as the Farragut Municipal Planning Commission may allow pursuant to subsection (b) below:

1. Upon application for a building permit for construction of any individual dwelling unit within the development, or
2. The entire calculated fee amount for all proposed dwelling units planned for the Development upon final subdivision plat or site plan approval and prior to any permitted construction.

(b) In the case of a Development which contemplates more than 20 dwelling units or multi-family residences, in lieu of payment of the Road Improvement Fee at the time of final subdivision plat approval, the Farragut Municipal Planning Commission may authorize the Town Administrator to accept an appropriate irrevocable letter of credit from a federally insured lending institution acceptable to the Town of Farragut in the full amount of the Road Improvement Fee for each of the dwelling units planned for inclusion in the Development. Said letter of credit shall provide authorization to the Town of Farragut to draw the Road Improvement Fee for each dwelling unit (i) as a condition of the issuance of a building permit authorizing the construction of the related dwelling unit or units in the case of multi-family structures, or (ii) upon the closing of the sale by the Developer of unimproved lot(s) or parcel(s) of land. The irrevocable letter of credit is intended to ensure that the Road Improvement Fee for each dwelling unit in a Development will be paid prior to the commencement of construction of the dwelling unit. Authorization of this method of securing the Road Improvement Fees is within the absolute discretion of the Farragut Municipal Planning Commission to grant, which may take into account not only the circumstances and Town history with the Developer, but also the needs and resources of the Town with respect to the road improvements to be made.

16-607 Collection of Road Improvement Fees. Payment of all fees due shall be by cash, check, money order or other method acceptable to the Town Administrator or his/her designee. Fees may be submitted through the Building Division upon individual permit application with the Building Division transmitting to the Recorder's Office all fees collected in this manner and a copy of all related fee transaction documents for recordation. If the developer elects to make a lump sum payment for the entire development fee, this shall be done directly through the Town Recorder's Office.

16-608 Establishment of Account. The Town shall establish a separate interest-bearing account into which all Road Improvement Fees shall be deposited. Interest earned on the account into which the fees are deposited shall be considered funds of the Town and shall be used solely for the purposes specified for the funds of such account. The Town Recorder's Office shall maintain and keep financial records for each account.

16-609 Use of Proceeds. The Road Improvement Fees collected pursuant this chapter shall be used to subsidize the cost to the Town of improving Everett Road. This may include right of way acquisition, design and engineering, construction and re construction.

16-610 Refunds. Any Road Improvement Fee, or portion thereof collected pursuant this chapter which has not be expended within twelve (12) years from the date of the individual lot payment payment shall, upon application by the payor, be refunded to the payor. All funds collected shall be deemed to be expended in the same order in which they were collected; that is, the funds collected first shall be expended first. Refunds shall be made only upon written application to the Town Recorder's Office. Refunds shall be made to the record owner of the property for which the Road Improvement Fee was paid.

SECTION 2.

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

Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2014.

Everett Road Corridor

Land Use Plan: As adopted, calls for Very Low Density Residential (2-4 DU/Acre)

Assumptions:

1. All property that may need an access point to Everett Road north of the intersection with Smith Road to the entrance of proposed Split Rail Farm (SRF) development (does not include common open space of Andover HOA-undevelopable)
2. Area will develop at an average of 3 Dwelling Units(DU)/per acre as called for on land use plan
3. Assume 70% developable total acreage (other 30% includes-open space, road & utility network, detention, etc.)
4. Based on February 2013 Traffic Impact Study by CDM Smith, avg. daily trip volume per DU=11.02
5. SRF proposal – 49 DU x 11.02 trips/DU = 540 trips/day
6. SRF Southbound trips approximately 55% of total trips or 297 trips/day
7. Current trips/day along Everett Road near SRF entrance = 825 (per CDM Smith TIS)
8. Road length from Smith Road to SRF entrance = 2,775 feet

Total Acreage – from Smith Road to the SRF Entrance

Property Owner	Acreage
Longworth	20.9
Quinn	6.43
Split Rail Farm	52.13
Community Baptist Church	1.076
Bartlett	6.06
Montgomery	12.7
Nelson	3.7
Total Acreage	103.00

Projected Build Out of Area:

1. **103 Acres x 70% (developable acreage) = 72.1 Acres developable**
2. **72.1 Acres x 3 DU/AC = 216 Dwelling Units** developable in total corridor

Trip Generation:

1. Everett Road current trips/day = **825**
2. Projected trip generation of future development: **216 DU x 11.02 trips/day = 2,380 trips**
3. **825 Current trips + 2,380 projected trips = 3,205 total trips**
4. SRF southbound total trips=**297/day**
5. **297 SRF daily trips/3,205 total trips = 9.3% of total trips attributable to SRF development**

Cost Analysis:

1. **\$1,726,000** (projected road cost without sidewalks) x **9.3%** = **\$160,518 or \$3,276/DU**

Legend

 Road Improvement Area

 Town Limit

 Parcels



Not to Scale

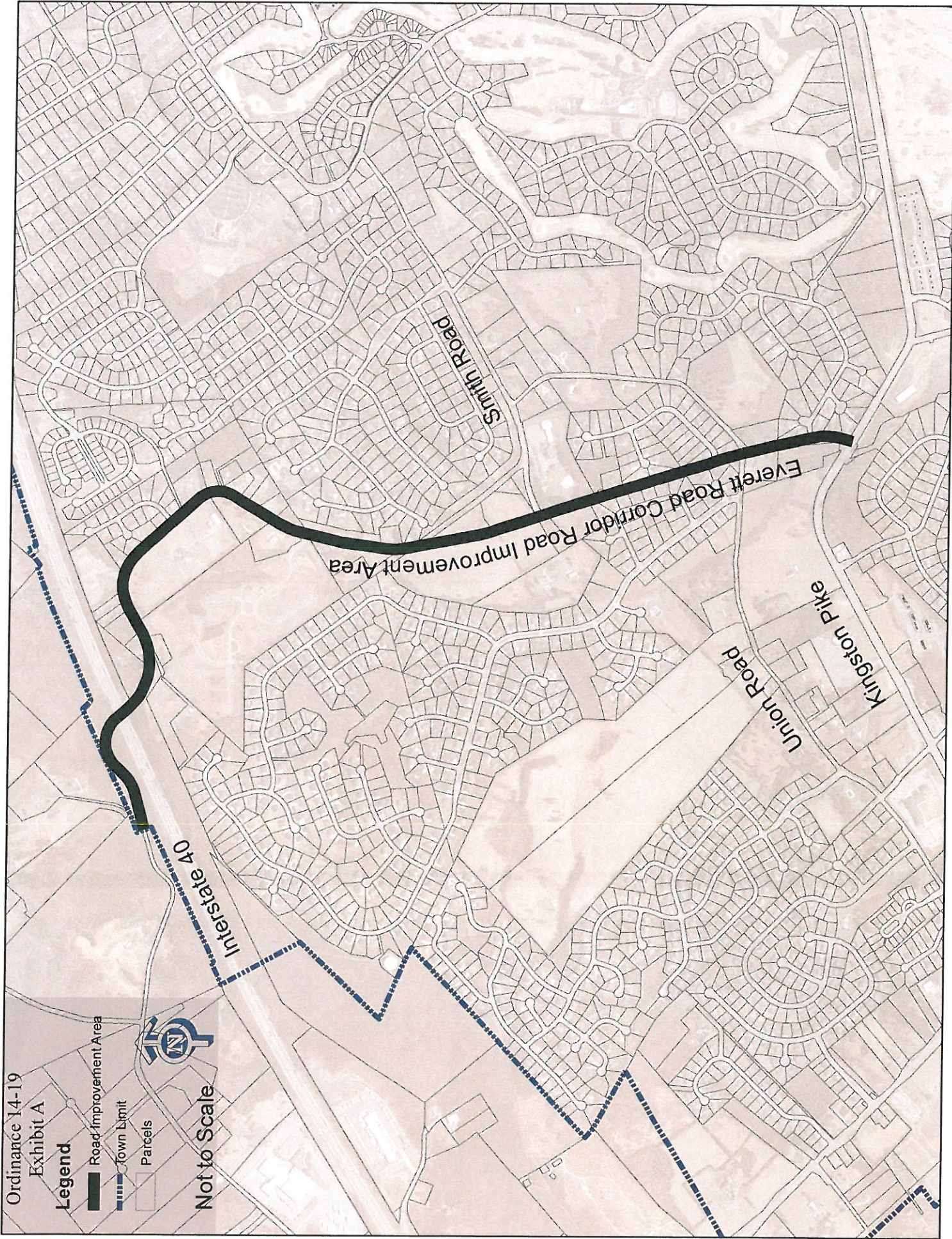
Everett Road Corridor Road Improvement Area

Smith Road

Union Road

Kingston Pike

Interstate 40



This Instrument Was Prepared By & Return To:
Perrone & Young, Attorneys At Law
109 Westpark Drive, Suite 330
Brentwood, TN 37027

**RESIDENTIAL SUBDIVISION
DEVELOPMENT CONTRACT**

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (sometimes called herein "**Contract**") is made and entered into effective this the _____ day of August, 2014, (the "Effective Date") by and between SRF Holdings, LLC, **Farmstead Developments, LLC**, the address of which is 11328 Fords Cove, Knoxville, TN 37934 (collectively referred to as the "Owner/Developer") hereinafter referred to as "Owner", and the **Town of Farragut**, a municipality organized and existing under the laws of the State of Tennessee ("Town").

WITNESSETH

WHEREAS, the Developer is the "Owner" of a tract of land zoned R-1 and OSR, which contains approximately 52.13 acres as described on exhibit "A" attached hereto (the "Subdivision Site") and is allowed by its zoning, subject to complying with the Town's requirements, to improve and develop the Subdivision Site into a maximum of approximately 96 platted, recordable, residential building lots (the "Subdivision"); and

WHEREAS, historically the Town has entered into agreements with Owners of land in the Town pursuant to which the Owners contributed to cost of improvements to the roads serving the land area being developed; and

WHEREAS, it is the purpose and intent of this Contract to create covenants running with the land of the Subdivision Site, which shall bind the current Owner and all subsequent Owners to the terms, conditions, provisions and obligations contained herein; and

WHEREAS, Developer, or its predecessors in interest, has submitted three different preliminary plats for the continued development of the land, the first being conditionally approved by the Farragut Municipal Planning Commission ("FMPC") on the 20th day of September, 2012, the second being conditionally approved on the 21st day of March, 2013 (the latter referred to herein as the "Subdivision Plan") and the third approved by the FMPC at its meeting on the 19th day of June, 2014 (the "Amended Subdivision Plan"); and

WHEREAS, throughout the history of the planning for the development of the Subdivision, a major concern of the Town has been the need to improve Everett Road from the point it is intercepted by Smith Road to the entrance to the Subdivision (the "Road Improvement Area"), and the impact of the increased usage of Everett Road that will result from citizens residing in the Subdivision; and

WHEREAS, in order to address this concern, the previous developer and the Town entered into a cost sharing agreement pursuant to which they agreed to share in the cost of improving the Road Improvement Area; and

WHEREAS, the FMPC granted approval of the Subdivision Plan conditioned upon the Owner providing the Town with a letter of credit in the amount determined to be a pro rata share of the cost of improving the Road Improvement Area based upon the estimated usage of the Road Improvement Area by residents of the Subdivision compared with total estimated usage assuming all developable land areas that access the Road Improvement Area were developed (the "Road Development Fee"); and

WHEREAS, the FMPC granted approval of the Amended Subdivision Plan conditioned upon the Owner agreeing to and implementing the terms and conditions of this Contract; and

WHEREAS, the Owner is also required to complete installation with respect to the Subdivision, as applicable and as provided herein, public improvements, including, water lines, fire hydrants, sanitary sewer lines, grading, stormwater drainage system, streets, curbs, gutters, sidewalks, pedestrian facilities, street name signs, traffic control devices, street lights and underground electrical power and gas utilities in said project at its own cost, all as shown and provided for on the Amended Subdivision Plan and as noted on Exhibit B; and

WHEREAS, the Owner may be required pursuant to its application and FMPC approval to install private improvements and amenities, including, private streets and alleys, fences, walls, lakes, swimming pools, tennis courts and other recreational facilities, common open space, stormwater retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the Town; and

WHEREAS, the Town is willing to enter into this Contract with the Owner relative to the development of the Subdivision Site and the Town is willing to provide services to the Subdivision in accordance with the Town's standard written policies and applicable rates; and

WHEREAS, the Town is willing to approve the Subdivision, subject to the applicant's compliance with applicable existing written or codified laws, ordinances, and regulations and the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties herein contained, it is understood and agreed as follows:

1. Construction Standards. The Owner shall construct the Subdivision in accordance with the Amended Subdivision Plan and/or any approved revisions thereto, as approved by the FMPC, and in accordance with the written requirements of (a) the Town of Farragut Subdivision Regulations; (b) the Standard Building Code (as adopted by the Town of Farragut and set forth in writing); and (c) the applicable Ordinances, Codes, regulations and directions of the Town. Items (a) through (c) are hereby made a part of this Contract by reference and are hereinafter referred to collectively as the "Codes". References herein to the Codes are to those in effect on the Effective Date unless amendments are hereafter made which apply to all improvements or

subdivisions regardless of their date of commencement and/or completion of construction. The conditions of approval of the Amended Subdivision Plan established by the FMPC are set forth herein and in Exhibit B to this Contract and are incorporated herein by reference and made a part hereof.

As required if applicable to zoning for R-1 and OSR, the Developer shall construct the Subdivision in accordance with the following, which are also made a part of this Contract by reference:

- (a) The standards of the American Society for Testing Materials (ASTM);
- (b) The requirements of the Occupational Safety and Health Administration (OSHA);
- (c) The requirements of the Federal Americans with Disabilities Act (ADA);
- (d) The Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and
- (e) The Standards of the American National Standards Institute (ANSI);

all as are in effect on the Effective Date unless amendments are hereinafter made which apply to all improvements or projects regardless of their date of commencement and/or completion of construction.

2. Approval of the Amended Subdivision Plans. The Owner has obtained conditional approval by the FMPC of the Amended Subdivision Plan which may be referred to as the preliminary plat in the Codes. All construction relating to the Subdivision shall be subject to inspection and approval by the Town until the final plat is approved by the Planning Commission and the maintenance periods provided for in the Codes have expired.

3. Road Improvement Fee. In lieu of entering into a cost sharing agreement with the Town for installation of the Road Improvements in the Road Improvement Area, Owner shall pay the Town a one time, per buildable residential lot, Road Improvement Fee in the amount of Three Thousand Two Hundred and Seventy Six Dollars (\$3,276.00) per lot (the "Lot Road Lien") times the number of residential lots in the Subdivision, up to the approximately 96 lot maximum entitlement. Accordingly, this would result in a maximum total of Road Improvement Fees for the Subdivision of approximately Three Hundred and Fourteen Thousand, Four Hundred and Ninety Six Dollars (\$314,496.00), which shall be secured and paid as follows:

(a) Security. This Contract shall be recorded in the Register of Deeds office for Knox County, Tennessee upon approval of the Amended Subdivision Plan, as shall the Declaration of Covenants and Restrictions governing the subdivision prior to the recording of the final plat. The Owner hereby grants in favor of the Town a one time Lot Road Lien on each buildable residential lot ultimately approved in the amount of \$3,276.00 per lot. In order to secure the obligation to the Town for the Lot Road Lien, as specified in the Contract, the developer shall, at its option, either (i) provide the Town an irrevocable standby letter of credit from a reputable lender acceptable to the Town in the amount of the total possible Road Improvement Fees (\$3,276 x maximum number of residential lots approved for inclusion in the subdivision), or (ii) a first priority position of the Lot Road Liens superior to all other encumbrances upon said Lots by way of the execution and recording by existing lienholders or

encumbrancers memorializing the subordination of the subject lien or encumbrance to the lien of the Lot Road Liens. The plat note in the content of Exhibit C shall be included on the Amended Subdivision Plan and the final plat for the subdivision. The parties agree that notwithstanding any provision herein to the contrary that the Lot Road Lien amount is due for each dwelling unit ultimately constructed within the subdivision such that should the subdivision be sold in bulk with an approved final plat with less than the maximum entitlement of 96 lots and the Road Improvement Fees are paid upon such sale, and then the purchaser amends the final plat to increase the number of residential lots in the subdivision, each of the additional lots shall be encumbered by the Lot Road Lien. Such will be a condition and requirement upon the approval by the FMPC of any amended final plat, which increases the number of residential lots.

(b) Payment. Such Lot Road Liens shall be paid or satisfied either (i) at the time of sale of the lot or (ii) upon the application for a building permit for construction of a dwelling unit on the lot, whichever occurs first. Upon the receipt of payment to satisfy the Lot Road Lien for a lot, the Town will execute a release related to the lot for which the Lot Road Lien is being satisfied, or shall acknowledge to the issuer of the standby letter of credit that the amount of the letter of credit shall be reduced commensurate with the Lot Road Lien being satisfied.

(c) Subordination. Should Owner opt not to obtain a letter of credit to secure the Lot Road Liens, then a condition of the approval and recording of the final plat shall be the execution and recording by all priority lien holders, currently First Citizens National Bank and Stonegate Acquisitions, LLC, a Tennessee limited liability company, and any other holder of a lien or an encumbrance upon the lots in the subdivision of an instrument subordinating the liens of their encumbrances to the lien or liens in favor of the Town securing the Lot Road Liens, in a form satisfactory to the Town Attorney.

(d) Letter of Credit. Should Owner not be able to obtain the subordinations described herein, or should it opt to secure its obligations by obtaining a letter of credit, then a condition of the approval and recording of the final plat shall be delivery to the Town of the irrevocable standby letter of credit in the amount provided for hereinabove with an expiration date of one (1) year, but automatically renewable for successive one (1) year periods unless the issuer gives the Town notice, in writing, ninety (90) days prior to its expiration date, at which time the Town can draw up to the full face value of the letter of credit, or accept other adequate security acceptable to the Town, in the amount of the total possible Road Improvement Fees based upon the number of residential lots Owner intends to constitute the Subdivision.

(e) Open Space Lots. Because open space lots would not have a Dwelling Unit, no Road Improvement Fees are owed on, and no Lot Road Lien shall encumber open space lots or be due upon the disposition, or the application for a building permit for amenities to be constructed thereon.

(e) Timing of Road Improvement. Unless the Town has not received the required Road Improvement Fees for the entire Subdivision, it will use its best efforts to appropriate funding, design and commence construction of the improvements in the Road Improvement Area not later than the fifth anniversary following execution of this Agreement.

The Town may, but is not required hereunder to, start the process of designing and constructing the Road Improvements until it has received the required Road Improvement Fees in full.

4. Ownership. (a) The Owner agrees it shall have no claim, direct or implied, in the title or ownership of the improvements specified in this contract that are to be dedicated to the Town by virtue of the official recording of the plat for the Subdivision and accepted for perpetual maintenance by the Town (the "Public Improvements"). The Town, upon final approval of the plat, will take full title to the Public Improvements. Maintenance responsibilities of the Owner are provided for in the Codes and are limited to said Codes.

(b) The Owner agrees to furnish, on demand, satisfactory evidence that it has the lawful right to enter into this Contract for the purposes herein contained.

5. Transfer of Subdivision Site. (a) Prior to final approval of the final plat by the Planning Commission and its recordation, the Owner agrees that neither the Subdivision Site nor any portion thereof will be transferred without first providing the Town with notice of when the proposed transfer is to occur and who the proposed transferee is, along with the appropriate address and telephone number of the proposed transferee.

(b) If it is the proposed transferee's intention to develop the Subdivision Site or any portion thereof as a subdivision or other development for residential housing, the Owner agrees as part of such transaction to secure from the proposed transferee and to furnish the Town with an assumption agreement by which the transferee agrees to perform the obligations required under this Contract that are applicable to the property to be acquired by the transferee. Unless otherwise agreed by the Town, the Owner will not be released from any of its obligations hereunder by virtue of such transfer and the Owner and the transferee both shall be jointly and severally liable to the Town following such transfer for all obligations hereunder that are applicable to the property transferred. Said assumption agreement will be subject to the approval of the Town Attorney.

(c) If the Owner and the transferee intend to enter into an assumption agreement whereby the Owner is released from its obligations under this Contract, the Owner must present the assumption agreement to the Town for consideration and possible approval by the Board of Mayor and Aldermen. In the event of such approval, the transferee will be required to furnish new security acceptable to the Town.

(d) If it is not the proposed transferee's intention to develop the Subdivision Site as a residential subdivision or other development for residential housing, the transferee must satisfy all applicable written requirements of the Town, including review by and approval of all appropriate Boards and Commissions.

(e) The Owner understands that if it transfers said property without providing the notice of transfer and Assumption Agreement as required herein, it will be in breach of this Contract and, at a minimum, the Town may require that all work be stopped relative to the Subdivision.

MISCELLANEOUS CONDITIONS

6. The Owner agrees that it will grant the necessary easements and rights-of-way across its property without expense to the Town of Farragut, as shown on the Amended Subdivision Plan, the approved final plats and the construction plans for the improvement of Everett Road, and will waive any claim for damages.

7. It is understood and agreed that the Town is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the Town Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The Town Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. The Owner now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Owner from or accept any liability from the Owner.

8. In emergencies affecting the safety or protection of persons or the work or property at the Subdivision Site or adjacent thereto, the Owner, without special instruction or authorization from the Town, is obligated to act to prevent threatened damage, injury or loss. If the Town has to use its resources in an emergency affecting the Development, it is agreed that the Town will keep a record of costs associated therewith and will be reimbursed by Owner

9. The Owner agrees that the Town shall have the right to enter the Subdivision Site and make emergency repairs to any improvements when the health and safety of the general public requires it. The Owner will reimburse the Town for the reasonable cost incurred by it in making such repairs.

10. The Owner agrees to secure all required permits for the demolition of structures on the subject property. The Owner further agrees that it will haul all scrap, buildings, materials, debris, rubbish and other degradable materials to an authorized landfill and not bury such materials within the Subdivision Site or near thereto.

11. The Owner agrees that should it default in performing any of its obligations under this Contract and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Contract or sue for any sums of money due and owing or liability arising incidental to the Contract, Owner will pay to the Town reasonable attorney's fees and expenses of litigation.

12. The Owner shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision. All electrical utilities shall be installed underground unless expressly waived by the Board of Mayor and Aldermen.

13. Indemnity. The Owner will indemnify and hold the Town harmless against all claims that may arise out of or result from the Owner's performance under this Contract, whether such claims arise out of the actions of the Owner, any subcontractor of the Owner, or anyone directly or indirectly employed by either of them. This indemnity agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Owner changing the volume or velocity of water leaving the Owner's property and entering upon the property of others, and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself as a result of the aforesaid and/or enforcing this Contract.

14. Interpretation and Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning, which renders it valid.

15. Construction of Contract. Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorney review this Contract, and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

16. No Waiver. The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right so long as any such demand conforms with written municipal codes and or Tennessee Codes and Regulations.

17. Amendments and Modification. This Contract shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties.

18. Authority to Execute. Town and Owner each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the Town and Owner, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

19. Notices. All notices, demands and requests required or permitted by this Contract shall be in writing (including telecopy communications) and shall be sent by facsimile transmission, air or other courier, or hand delivery, as follows:

(i) To: TOWN
Town of Farragut
Attn: Town Engineer
11408 Municipal Center Drive
Farragut, Tennessee 37922
Telephone: 865/966-7057
Telecopier: 865/675-2096

With Required Copy To:
Director of Development
At same address and telecopier number as above.

(ii) To: Farmstead Developments, LLC and **SRF Holdings, LLC**
11328 Fords Cove
Knoxville, TN 37934

With a copy to:
Gregory S. Perrone, Attorney
109 Westpark Drive, Suite 330
Brentwood, TN 37027
Telephone: 615/373-6910
Telecopier: 615/373-8716

With a copy to:
Michael Stewart
Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Telephone: 615-742-7815
Fax: 615-248-4258

Any notice, demand or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand or request, which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Agreement when delivered to the intended address.

20. Any party to this Contract may change such party's address for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

21. Choice of Law. This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of

law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.

WITNESS the due execution hereof.

OWNER

SRF HOLDINGS, LLC

By: _____
Title: _____
Date: _____

FARMSTEAD DEVELOPMENTS, LLC

By: _____
Title: _____
Date: _____

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for said County and State, appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon this oath acknowledged himself to be a duly authorized Member of SRF Holdings, LLC, the within named bargainor, a limited liability company, and that he as such duly authorized Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Justin Morgan as such duly authorized Member.

Witness my hand and official seal at _____, Tennessee, this ____ day of August, 2014.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for said County and State, appeared Justin Morgan, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon this oath acknowledged himself to be a duly authorized Member of Farmstead Developments, LLC, the within named bargainor, a limited liability company, and that he as such duly authorized Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Justin Morgan as such duly authorized Member.

Witness my hand and official seal at _____, Tennessee, this ____ day of August, 2014.

Notary Public

My Commission Expires: _____

TOWN OF FARRAGUT

Dr. Ralph McGill, Mayor

Date: _____

ATTEST: _____
Allison Myers, Town Recorder

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **Dr. Ralph McGill**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of the **Town of Farragut**, the within named bargainor, a corporation, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Mayor.

WITNESS my hand, at office, this ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

By: _____
Town Attorney

JOINDER BY OWNER'S LIEN HOLDER

The undersigned First Citizens National Bank, is the holder and owner of the indebtedness secured by the lien and security title of a Deed of Trust encumbering the Subdivision Site, of record as Instrument No. 201309030015293, and as such, the undersigned acknowledges and consents to (i) the Contract; (ii) the lien or liens in favor of the Town securing the Lot Road Liens; and (iii) the Amended Subdivision Plan and the final plat, and hereby subordinates the lien and security title of said Deed of Trust to (i) the Contract; (ii) the lien or liens in favor of the Town securing the Lot Road Liens; and (iii) the Amended Subdivision Plan and the final plat.

FIRST CITIZENS NATIONAL BANK:

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, _____, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the _____ of _____, a(n) _____, and is authorized by the company to execute this instrument on behalf of the company.

WITNESS my hand, at office, this ____ day of _____, 2014

Notary Public

My Commission Expires:

JOINDER BY OWNER'S LIEN HOLDER

The undersigned Stonegate Acquisitions, LLC, is the holder and owner of the indebtedness secured by the lien and security title of a Deed of Trust encumbering the Subdivision Site, of record as Instrument No. [____], and as such, the undersigned acknowledges and consents to (i) the Contract; (ii) the lien or liens in favor of the Town securing the Lot Road Liens; and (iii) the Amended Subdivision Plan and the final plat, and hereby subordinates the lien and security title of said Deed of Trust to (i) the Contract; (ii) the lien or liens in favor of the Town securing the Lot Road Liens; and (iii) the Amended Subdivision Plan and the final plat.

STONEGATE ACQUISITIONS, LLC:

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, _____, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the _____ of _____, a(n) _____, and is authorized by the company to execute this instrument on behalf of the company.

WITNESS my hand, at office, this ____ day of _____, 2014.

Notary Public

My Commission Expires:

EXHIBIT A

Tract 1A

Situated in Knox County within the City of Farragut and being more particularly described as follows:

Beginning on an iron pin located in the Southern right-of-way of Everett Road and being approximately 1260 feet West of the centerline of Oakley Downs Road if extended and corner common with Chestnut Farms; thence leaving said right-of-way and with Chestnut Farms South 37 degrees 40 minutes East 1336.57 feet to an iron pin corner common with Chestnut Farms and Holloway Trust; thence leaving Chestnut Farms and with Holloway Trust South 37 degrees 43 minutes East 101.83 feet to an iron pin corner common with Holloway Trust and Pack; thence leaving Holloway Trust and with Pack South 73 degrees 30 minutes West 263.51 feet to a pipe; thence South 17 degrees 24 minutes East 351.80 feet to a fence post; thence South 55 degrees 08 minutes East 82.88 feet to an iron pin; thence South 26 degrees 33 minutes East 115.37 feet to an iron pin; thence North 73 degrees 32 minutes East 67.65 feet to an iron pin located in the Northern right-of-way of Everett Road; thence leaving Pack and with said right-of-way South 14 degrees 18 minutes West 114.76 feet to an iron pin corner common with Quinn resub; thence leaving said right-of-way and with Quinn resub North 29 degrees 57 minutes West 21.95 feet to a fence corner; thence South 57 degrees 57 minutes West 709.66 feet to a fence corner common with Fox Run Subdivision and Quinn resub; thence leaving Quinn resub and with Fox Run Subdivision the following 17 calls and distances:

North 35 degrees 57 minutes West 176.60 feet to an iron pin;
thence North 36 degrees 10 minutes West 230.01 feet to an iron pin;
thence North 36 degrees 12 minutes West 115.05 feet to an iron pin;
thence North 36 degrees 08 minutes West 115.01 feet to an iron pin;
thence North 36 degrees 17 minutes West 113.03 feet to an iron pin;
thence North 36 degrees 08 minutes West 115.07 feet to an iron pin;
thence North 36 degrees 10 minutes West 114.99 feet to an iron pin;
thence North 36 degrees 07 minutes West 295.32 feet to an iron pin;
thence South 89 degrees 33 minutes West 22.83 feet to an iron pin;
thence South 89 degrees 32 minutes West 178.47 feet to an iron pin;
thence South 88 degrees 14 minutes West 146.97 feet to an iron pin;
thence North 88 degrees 42 minutes West 114.02 feet to an iron pin;
thence South 89 degrees 32 minutes West 215.35 feet to an iron pin;
thence South 89 degrees 34 minutes West 161.20 feet to an iron pin;
thence South 89 degrees 50 minutes West 69.57 feet to an iron pin;
thence North 42 degrees 21 minutes East 269.96 feet to an iron pin;
thence North 42 degrees 20 minutes East 92.51 feet to an iron pin corner common with Cox;
thence leaving Fox Run Subdivision and with Cox North 42 degrees 26 minutes East 826.37 feet to a pipe located in the Southern right-of-way of Everett Road; thence leaving Cox and with said right-of-way South 60 degrees 38 minutes East 48.75 feet to a right-of-way monument; thence North 63 degrees 27 minutes East 67.88 feet to an iron pin; thence leaving said right-of-way and with a proposed severance line the following 3 calls and distances:
South 40 degrees 08 minutes East 136.82 feet to an iron pin;
thence North 64 degrees 22 minutes East 284.38 feet to an iron pin;
thence North 09 degrees 07 minutes West 144.13 feet to an iron pin located in the Southern right-of-way of Everett Road; thence with said right-of-way North 63 degrees 27 minutes East 178.27 feet to the point of beginning and containing 49.80 acres more or less according to a survey by Robert G. Campbell & Associates L.P. dated 12-6-06.

Tract 1B

Situated in Knox County within the City of Farragut and being more particularly described as follows:

Beginning on an iron pin located in the Southern right-of-way of Everett Road corner common with Robertson being approximately 1251 feet Southwest of Oakley Downs Road; thence leaving said right-of-way and with Robertson South 37 degrees 43 East 179.96 feet to an iron pin corner common with Andover Place and Robertson; thence leaving Robertson and with Andover Place South 57 degrees 42 minutes West 276.77 feet to an iron pin located in the Southern right-of-way of Everett Road; thence leaving Andover Place and with said right-of-way North 14 degrees 18 minutes East 32.68 feet to an iron pin; thence with a 770 foot radius curve to the right North 22 degrees 03 minutes East 207.85 feet to an iron pin; thence North 29 degrees 49 minutes East 75.97 feet to the point of beginning and containing 0.63 acres more or less according to a survey by Robert G. Campbell & Associates L.P. dated 12-6-06.

Being the same property conveyed to Farmstead Developments, LLC by Warranty Deed, dated August 26, 2013, from The Burton Family Irrevocable Trust, Yvonne Burton, Trustee, as of record in Instrument No. _____, Register's Office for Knox County, Tennessee.

201309030015292

Exhibit B

Conditions of approval established by the Planning Commission are attached hereto.

- 1) If the private 5 foot wide crusher run rock base trails with pipe getting riprap rock around the entrance and exit of each drain, and stacked stone headwalls are approved by the planning commission, it will need to be very clear on all plans and plats that these do not meet the Town's public walking trail standards and will not be accepted by the Town for maintenance and/or liability. It must also be clear that these will be subdivision amenities that will be required to be properly maintained by the Split Rail Farm Subdivision Homeowner's Association (Note #8 alludes to this but may need to be amended to reflect this wording);
- 2) Based on the formula in the OSR overlay zoning district, the building coverage should be 6,482 and the total lot coverage should be 9,076. Please amend accordingly;
- 3) Please add a walking trail stub to the Quinn property from Lot 67 and, from the same trail section, please stub the walking trail to the areas between Lots 3 and 4 in Fox Run so that if this were extended it could follow the side property lines;
- 4) All field items/corrections must be completed before the final plat will be ready for formal consideration. There is a significant amount of field work that remains incomplete;
- 5) Please execute the per-lot Everett Road improvement agreement in consultation with the Town Attorney;
- 6) Please submit Page 15 of the preliminary plat;
- 7) Please ensure that the final tree preservation/removal plan sheet is consistent with the other preliminary plat sheets;
- 8) HOA trail to connect to sidewalk;
- 9) Prior to the issuance of a grading permit, First Utility District must sign off on the water and sewer plans;
- 10) On Sheet 7, please clarify the note to indicate that a variance was approved at the June 26, 2013 meeting of the Farragut Board of Zoning Appeals to permit an up to 5 foot wide section of truck apron to be constructed adjacent to the street edge. No filling or alteration of grade (other than what was needed to backfill the truck apron) was permitted within the sinkhole lip elevation;
- 11) On Sheet 7, please correct the number of lots to 73 rather than 57;
- 12) On Sheet 12, please revise the Swale #3 detail to reflect a slope no steeper than 2½:1. Also on Sheet 12, please omit Note 2 on the stacked stone endwall detail (assuming stacked stone is accepted as an alternate for the private trail sections); and
- 13) This preliminary plat should include the grading sheets. It is understood that most of the grading has already been completed, but the approved plans should include all activities that have been required to complete construction of the development.

Exhibit C

In accordance with the Town of Farragut's ("Town") plans to improve Everett Road, the Town has budgeted funds to improve same to the Town's standards for a major collector. The developer has agreed that the development should make a contribution toward the cost of the improvement of Everett Road in the amount of \$3,276.00 per lot or dwelling unit (the "Lot Road Lien"). Regardless of the number of residential lots ultimately approved for inclusion in the subdivision, the developer has or will grant a Lot Road Lien in favor of the Town in the amount of \$3,276.00 upon each lot, which shall run with the land. Such Lot Road Liens shall be paid or satisfied either (i) at the time of sale of the lot or (ii) upon the application for a building permit for construction of a dwelling unit on the lot, whichever occurs first. In order to secure the obligation to the Town for the Lot Road Lien, as specified in the Development Contract, the developer shall, at its option, either (i) provide the Town an irrevocable standby letter of credit from a reputable lender acceptable to the Town in the amount of the total possible Road Improvement Fees (\$3,276 x maximum number of residential lots approved for inclusion the subdivision), or (ii) a first priority position of the Lot Road Liens superior to all other encumbrances upon said Lots by way of the execution and recording by existing lienholders or encumbrancers of an instrument memorializing the subordination of the subject lien or encumbrance to the lien of the Lot Road Liens. The Lot Road Liens shall be the affirmative obligation of the owner of the Lots and binding pursuant to both the Development Contract and in the covenants and restrictions governing the subdivision, running with the land and securing the Town in the collection of same.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bids for Contract 2015-08, Resurfacing of Andover Boulevard

INTRODUCTION: The purpose of this agenda item is to consider bids and award a contract for resurfacing of Andover Boulevard in Andover Place Subdivision.

BACKGROUND: The FY2014 Resurfacing contract was completed by Rogers Group in late July/early August of this year. Unfortunately, as Rogers Group's equipment left Brighton Court (which was part of the contract), a large amount of "tack" coat was tracked from the vehicles' tires onto Andover Boulevard, leaving very heavy tracking to Smith Road and beyond. As tack is an asphalt emulsion, cleanup is virtually impossible without damaging the roadway beneath. The only viable alternative to provide an acceptable appearance is to resurface Andover Boulevard. While we normally mill and resurface with 1-1/2" of asphalt surface, the present condition of the roadway will allow us to resurface with 1-1/4" to reduce costs.

As we are quickly approaching the end of the paving season, staff recommends award of a new resurfacing contract to our second-lowest bidder (Greenback Asphalt Company, Inc.), based upon the unit prices contained in their bid received on March 18. With those unit prices, (see second page of tabulations), the estimated cost for resurfacing Andover Boulevard is \$57,252.50. However, the current cost of the surface mix (adjusted according to the TDOT published Asphalt Index) will increase from \$68.25 to \$71.17 per ton, in accordance with our standard contract. This will have the effect of increasing the total estimated cost by \$1,868.80, to \$59,121.30.

FINANCIAL SECTION:

Project: Contract 2014-05, Contract 2015-08, Resurfacing 121-43100-269			
<u>Project Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Available Amount</u>
\$976,402	\$59,121.30	\$382,687.15	\$534,593.55
Approved By: 			

RECOMMENDATION BY: Darryl Smith, Town Engineer

PROPOSED MOTION: Approval of bids and award of Contract 2015-08 to Greenback Asphalt Company, Inc. for their unit prices bid on March 18, with an estimated total cost of \$59,121.30.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>LAMARCHE</u>	<u>HONKEN</u>	<u>MARKLI</u>	<u>PINCHOK</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Town of Farragut Contract 2014-05
(Annual Resurfacing Contract)
Final Bid Tabulations

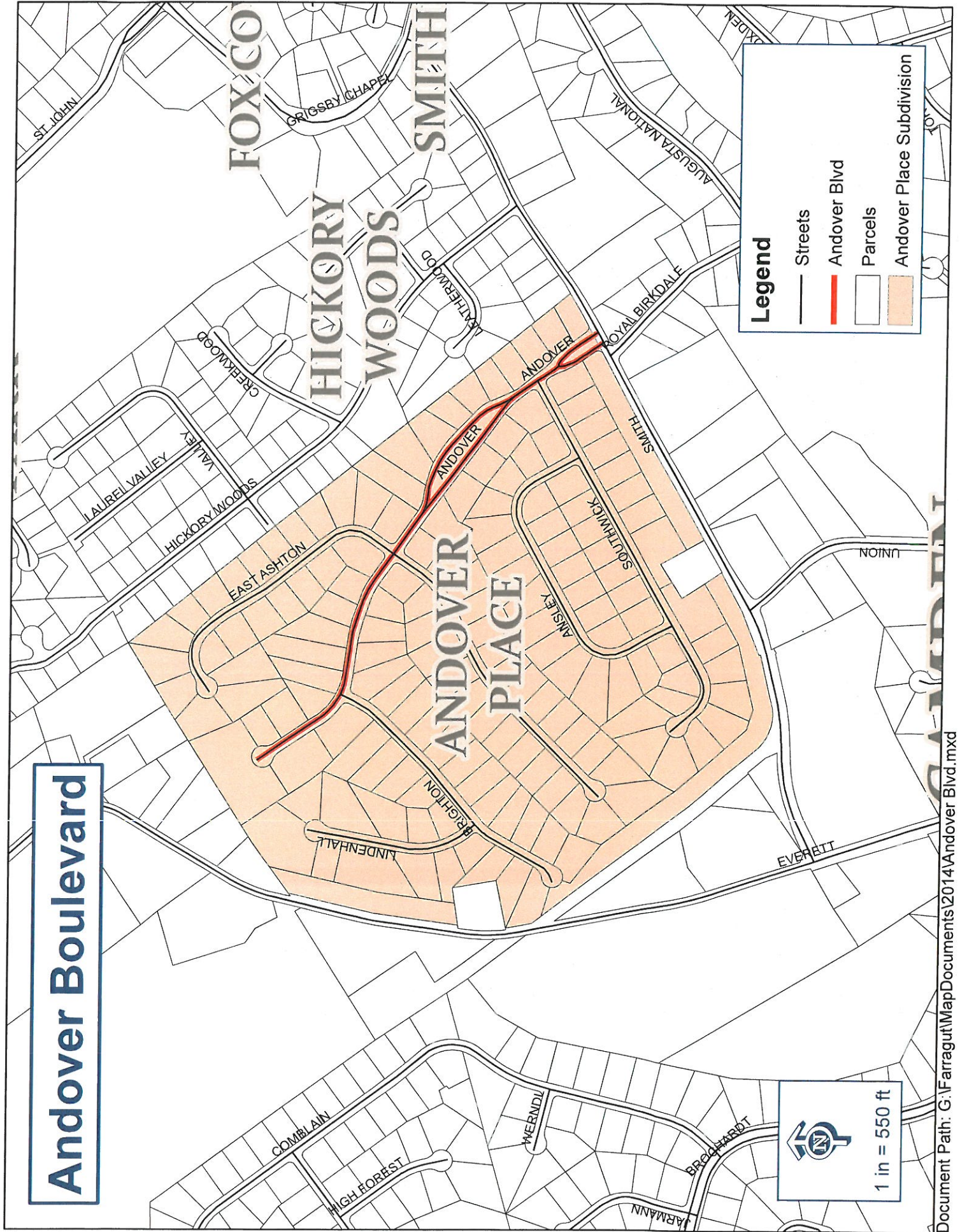
ITEM #	DESCRIPTION	QUANTITY	UNIT	Rogers Group		Greenback Asphalt		APAC Atlantic		Duracap Asphalt	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
307-01.06	Asphalt Concrete Mix (PG64-22) Grading B complete in place	3,266	Tons	\$54.70	\$178,650.20	\$52.25	\$170,648.50	\$53.00	\$173,098.00	\$71.84	\$234,629.44
411-01.10	Asphalt Concrete Mix (PG64-22) Grading D complete in place	876	Tons	\$70.18	\$61,477.68	\$78.05	\$68,371.80	\$86.60	\$75,861.60	\$105.05	\$92,023.80
411-01.11	Asphalt Concrete Surface Mix (PG64-22) Gr E complete in place	2,143	Tons	\$64.37	\$137,944.91	\$68.25	\$146,259.75	\$70.80	\$151,724.40	\$88.38	\$189,398.34
415-01.01	Cold Planing Bituminous Pavement	3,822	Tons	\$10.80	\$41,277.60	\$9.85	\$37,646.70	\$10.00	\$38,220.00	\$19.88	\$75,981.36
403-01	Bituminous Material for Tack Coat	2,270	Gallons	\$2.20	\$4,994.00	\$3.30	\$7,491.00	\$2.00	\$4,540.00	\$2.90	\$6,583.00
712-01	Traffic control as required per the Manual on Uniform Traffic Control Devices, complete in place	1	LS	\$15,657.00	\$15,657.00	\$22,050.00	\$22,050.00	\$10,300.00	\$10,300.00	\$21,600.00	\$21,600.00
	TOTAL				\$440,001.39		\$452,467.75		\$453,744.00		\$620,215.94

**Town of Farragut Contract 2014-05
(Annual Resurfacing Contract)
Final Bid Tabulations**

				Greenback Asphalt	
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
307-01.06	Asphalt Concrete Mix (PG64-22) Grading B complete in place	0	Tons	\$52.25	\$0.00
411-01.10	Asphalt Concrete Mix (PG64-22) Grading D complete in place	0	Tons	\$78.05	\$0.00
411-01.11	Asphalt Concrete Surface Mix (PG64-22) Gr E complete in place	640	Tons	\$68.25	\$43,680.00
415-01.01	Cold Planing Bituminous Pavement	640	Tons	\$9.85	\$6,304.00
403-01	Bituminous Material for Tack Coat	445	Gallons	\$3.30	\$1,468.50
712-01	Traffic control as required per the <u>Manual on Uniform Traffic Control Devices</u> , complete in place	1	LS	\$5,800.00	\$5,800.00
TOTAL					\$57,252.50

Please note the Asphalt Index in March, 2014 was \$556.00 per ton, and has since increased to \$609.00 per ton in October.

Andover Boulevard



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal from Cannon & Cannon, Inc. for Engineering Services for Kingston Pike Greenway Project (Old Stage Road to Virtue Road).

INTRODUCTION: The purpose of this item is the approval of a proposal for design of a sidewalk project, located along the south side of Kingston Pike from 1,100 feet east of Old Stage Road to Virtue Road (across frontage of Willow Creek Golf Course).

STRATEGIC PLAN: This project is applicable to Goal 5 of the Strategic Plan, "Expand Leisure Amenities (Venues and Programs), Objective 2: Extend the Greenway System, and Objective 4: Increase pedestrian connectivity within Farragut."

BACKGROUND: Over the last several years, the Town has been committed to expansion of our network of pedestrian facilities, with the goal of providing pedestrian connectivity to all parts of the Town. Many of these pedestrian connections are constructed as part of necessary roadway improvements; others are constructed as development occurs along our corridors. Oftentimes, this leaves gaps in the network that the Town will eventually fill.

The intent of this project is to construct a sidewalk from the end of the existing sidewalk in front of the Townhomes at Wentworth (1,100 feet east of Old Stage Road) to Virtue Road, meeting existing sidewalk and greenway already constructed. These improvements will be constructed along the south side of Kingston Pike, and will include a 5' wide sidewalk with curb & gutter, drainage improvements and a retaining wall. Our goal is to keep all improvements on the existing right of way of Kingston Pike, but acquisition of slope and construction easements from Willow Creek Golf Course will be necessary. A major concern is protection of the "integrity," or "playability," of the 12th hole, which is adjacent to approximately 1,600 linear feet of the project. Along the eastern end, many of the existing trees will be removed to accommodate the construction, and it is extremely important that we replant a vegetated "buffer" for the protection of both the golf course and Kingston Pike motorists.

The Board of Mayor and Aldermen approved an earlier proposal from Cannon & Cannon, Inc. (March 13, 2014) for completion of a concept plan. We've presented the concept plan to the management of Willow Creek Golf Course, as well as to the Board during Workshop on September 25. While Willow Creek Golf Course remains concerned with some aspects of the project (schedule, impact to customers during construction, maintenance, etc.), the concept has generally met with their approval.

Please note that this new proposal from Cannon & Cannon (attached) consists of completion of the NEPA (National Environmental Policy Act) phase (Environmental approvals), as well as production of final construction plans.

This project is being funded with federal Surface Transportation Program (STP) funds, with an 80/20 federal/local cost share. This phase of the project (as well as ROW acquisition) is fully funded by the Town, with reimbursement of 80% of eligible costs once the phase is completed.

FINANCIAL SECTION:

Project: 310-43941-900 (Kingston Pike
Greenway)

**Project Budget
(PE and ROW)**

\$602,500

Requested Amount

\$114,700

**Current Contracted
Amount**

\$28,100

Remaining Amount

\$459,700

Approved By: A. Myers**RECOMMENDATION BY:** Darryl Smith, Town Engineer, for approval.**PROPOSED MOTION:** Approval of proposal from Cannon & Cannon, Inc. for design services for \$114,700.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>LAMARCHE</u>	<u>HONKEN</u>	<u>MARKLI</u>	<u>PINCHOK</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Kingston Pike Greenway, Phase II

Location: Kingston Pike at Willow Creek Golf Course

Description of Project: Addition of approximately 2200' of greenway trail from Virtue Road to the west along the south side of Kingston Pike

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$114,700, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before June 30, 2015. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

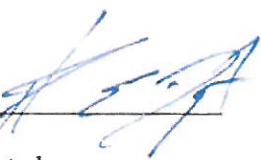
By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: 

Printed
Name: Houston E. Daugherty

Title: Vice President

Date: 10.15.14



October 15, 2014

Mr. Darryl Smith, Town Engineer
Farragut Town Hall
11408 Municipal Center Drive
Farragut, TN 37934

**RE: Professional Services Agreement – ATTACHMENT A
Scope and Fee Proposal for Professional Services
Kingston Pike Greenway, Phase II – Farragut, TN**

Dear Mr. Smith:

Cannon & Cannon, Inc. (CCI) is pleased to submit the enclosed scope and fee proposal for professional surveying and engineering services associated with the Kingston Pike Greenway project for the Town of Farragut.

The recently completed Phase I of this project developed a conceptual design for the proposed greenway and began activities associated with the NEPA Environmental process. Phase II will carry forward with completion of the NEPA documentation and include, once authorized, development of full ROW and Construction Plans for the project. Services included in Phase II are summarized below:

- Field surveying
- Environmental – NEPA documentation
- Civil engineering and design
- Landscape Architecture
- Geotechnical engineering for retaining wall design
- Erosion Prevention & Sediment Control and Permitting services
- Right-of-Way and Utility coordination

Breakdown of Project Scope and Tasks

Task 1 – Field Surveying

- Research deeds and property records
- Stake proposed retaining wall location
- Draft legal descriptions for right-of-way and easement acquisition

Task 2 – Preliminary Plans and Environmental (NEPA)

- Complete remaining NEPA documentation for a "D" List Categorical Exclusion
- Perform soils and geotechnical evaluation for retaining wall design
- Perform evaluation of condition of existing trees adjacent to proposed retaining wall
- Develop preliminary plans including preliminary landscape design
- Initial coordination with affected utilities

Task 3 – Final Design and Right-of-Way Phase

- Develop ROW plans for use in ROW acquisition
- Develop construction plans and details, including landscaping and retaining wall design
- Provide preliminary construction cost estimate
- Attend any required public meetings, provide exhibits for meetings
- Coordinate with T'DOT' and utility companies for right-of-way and utility certifications
- Submit final construction documents to T'DOT' for approval

TEL 865.670.8555
WWW.CANNON-CANNON.COM

KNOXVILLE OFFICE
8550 Kingston Pike
Knoxville, TN 37919
FAX 865.670.8866

NASHVILLE OFFICE
1 Vantage Way, Ste C-210
Nashville, TN 37228
TEL 615.770.0010 FAX 615.770.0012

Scope and Fee Proposal – Kingston Pike Greenway, Phase II
October 16, 2014

Two key points related to the anticipated design scope: first, based upon the conceptual planning which has previously taken place as part of the NEPA phase, it is reasonable to anticipate that some impacts may be necessary to the Willow Creek Golf Course. These impacts include (a) modification to the existing mounds fronting Kingston Pike, and their related irrigation system; (b) placement of fill and/or retaining wall construction; and, (c) potential modifications to one of the Golf Course Tee Boxes.

While retaining wall design is included in this proposed Amendment, we have assumed that this design will not be responsible for any potential private irrigation system modification nor relocation of the course tee feature referenced above. It is our opinion that these design features are unique to, and directly integrated with, Willow Creek and that the Owners may want their/Willow Creek's representatives to be responsible for their design and/or construction.

Second, it is assumed that the Town would prefer that any landscaping improvements proposed on public right-of-ways and/or easements be 'maintenance friendly' in keeping with other greenways within the Community. Therefore, we have assumed that landscaping falling under the Town's maintenance responsibilities will be designed so as to not require the installation of a formal irrigation system.

Please note that this will not preclude the Town from assuring that proper watering and related maintenance is taking place. However, we have assumed that the Town prefers a more passive design, as intended above.

In consideration of the above key points, the following services are also not included in this proposal (to be added in later phase if necessary).

- Bidding phase services including preparation of bid documents
- Construction phase services (CEI) and construction stakeout

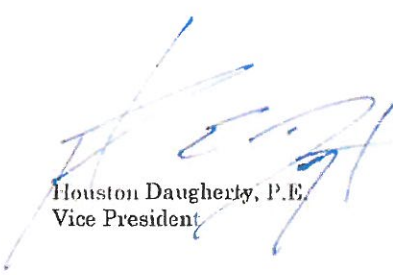
Based on our understanding of this project, the proposed budget for the services described above is **\$114,700**. We will invoice this amount on a lump sum basis, with monthly invoices to be issued in accordance with estimates of the percent completion of the project. Reimbursable expenses are included in the amounts listed above. Services will be invoiced on a monthly basis. Additional work outside of the scope detailed above will be billed separately on an hourly rate basis using the schedule of standard charges.

We look forward to continue working with the Town of Farragut on this key project that will link the Town's greenway system. Please contact us with any questions or concerns regarding this proposal.

Respectfully Submitted,



Rebecca Bottoms, P.E.
Sr. Project Manager



Houston Daugherty, P.E.
Vice President

APPROVED BY:

David Smoak, Town Administrator

SCHEDULE OF STANDARD CHARGES – HOURLY RATE BASIS

PROJECT MANAGEMENT & DESIGN:

Principal Project Manager	\$180.00 per hour
Group Director	\$160.00 per hour
Senior Project Manager	\$160.00 per hour
Project Manager	\$145.00 per hour
Senior Engineer	\$130.00 per hour
Project Engineer	\$120.00 per hour
Senior Project Facilitator	\$120.00 per hour
Senior Designer.....	\$110.00 per hour
Lead Designer	\$95.00 per hour
Project Facilitator	\$85.00 per hour
CADD Designer	\$85.00 per hour
Administrative Assistant	\$60.00 per hour

FIELD SURVEYING:

Group Director	\$160.00 per hour
Field Crew.....	\$145.00 per hour
Field Crew Coordinator; RLS.....	\$120.00 per hour
Lead Survey Technician.....	\$95.00 per hour
CADD Technician	\$80.00 per hour
Administrative Assistant	\$60.00 per hour

CONSTRUCTION PHASE SERVICES:

Group Director.....	\$160.00 per hour
Senior Manager: Resident Project Representative	\$90.00 per hour
Resident Project Representative: Senior RPR/Manager.....	\$80.00 per hour
Resident Project Representative	\$70.00 per hour
Administrative Assistant.....	\$60.00 per hour

Unless otherwise noted in the Agreement; outside services contracted for a specific project, including but not limited to, professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 7 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at reimbursable rate per Federal guidelines at time expense is incurred.
- Travel, living and per diem expenses for all personnel when required to be away from office in connection with the project will be evaluated on a project by project basis and provided for in the project contract.

Statements will be issued on a monthly basis and are due upon receipt.