

FARRAGUT BOARD OF MAYOR AND ALDERMEN

January 8, 2015

RECEPTION & WORKSHOP

Town Center District Land Use Discussion

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**
 - A. Town of Farragut 35th Anniversary
- IV. **Citizens Forum**
- V. **Approval of Minutes**
 - A. December 11, 2014
- VI. **Ordinances**
 - A. Public Notice and Second 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
 - B. First Reading
 1. Ordinance 14-21, An Ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by Amending Chapter 3. Specific District Regulations, Section XII. General Commercial District (C-1), by adding new requirements related to the mixed use town center district as outlined in the Farragut Comprehensive Land Use Plan.
 2. Ordinance 14-22, an Ordinance to adopt the area and text identified as Mixed Use Town Center, as shown on the Future Land Use Map in the Farragut Comprehensive Land Use Plan
 3. Ordinance 14-23, an Ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending Chapter 3. Specific District Regulations, Section XXVII. N. 6. Town

Center District (TCD), Area Regulations, Land Area., to change minimum land area for development

4. Ordinance 14-24, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section XXIII. Telecommunication Tower Overlay Zone (T)., C. 1., to limit the overlay in the Mixed Use Town Center area outlined in the Comprehensive Land Use Plan
5. Ordinance 14-25, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), as it relates to the Mixed Use Town Center area outlined in the Comprehensive Land Use Plan

VII. Business Items

- A. Approval of Public Recreation License Agreement with TVA
- B. Approval of Resolution R-2015-01, Appointment of Town of Farragut Municipal Judge
- C. Approval of Architectural Design Services for the Campbell Station Inn

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.

FARRAGUT BEER BOARD

January 8, 2015

6:55 PM

I. Approval of Minutes

A. December 11, 2014

II. Beer Permit Approval:

A. Approval of Class 5, Off-Premise permit for the following
Walgreens Stores due to a change in ownership:

- i. Walgreens Store #7760, 11927 Kingston Pike
- ii. Walgreens Store #5053, 601 N. Campbell Station Road
- iii. Walgreens Store # 3955, 10701 Kingston Pike

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

FARRAGUT BEER BOARD

December 11, 2014

Ron Honken, Chairman, called the beer board meeting to order at 6:58 PM. Elected officials present were Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok.

Approval of Minutes

Motion was made to approve the minutes of October 9, 2014 as presented. Moved by Alderman Pinchok, seconded by Alderman Markli, voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Beer Permit Approval:

Approval of Class 5, Off-Premise permit for Farragut Market, 11104 Kingston Pike (new ownership)

Motion was made to approve a Class 5, Off-Premise permit for Farragut Market, 11104 Kingston Pike. Moved by Alderman Markli, seconded by Alderman LaMarche, voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Beer Board meeting adjourned at 7:00 PM.

Ron Honken, Chairman

Allison Myers, Town Recorder

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AGENDA NUMBER 11.A.

MEETING DATE January 8, 2015

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a Class 5, Off-Premise Beer Permit for Walgreens stores located within the Town of Farragut

DISCUSSION:

The purpose of this agenda item is the approval of a class 5, off-premise beer permit for the following Walgreens stores within the Town of Farragut.

- Store #7760, 11927 Kingston Pike
- Store #5053, 601 N. Campbell Station Road
- Store #3955, 10701 Kingston Pike

The Walgreens stores currently have a beer permit. The request is being made due to a change in ownership of Walgreens Co. Walgreens Co. will go from being a publicly traded company to being a wholly owned subsidiary of Walgreens Boots Alliance, Inc., also a publicly traded company. The applications and information is in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 5, Off-Premise Beer Permit for Walgreens Store #7760, 5053 and 3955.

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	_____	_____	_____	_____	_____

BEER PERMIT APPLICATION
TOWN OF FARRAGUT, TENNESSEE

APPLICANT

Name of Business: Walgreen Co. d/b/a Walgreens #07760
Address: 11927 Kingston Pike
City/State/Zip: Farragut, TN 37934 Phone No.: 865-671-0932

NAME OF MANAGER, OPERATOR AND/OR FRANCHISE OWNER

Name: Merritt Garner
Home Address: [REDACTED]
City/State/Zip: Knoxville, TN 37931 Phone No.: [REDACTED]
Social Security No.: [REDACTED] Date of Birth: 10/02/1978

Name of owner of the business premises: M & M Capital Investment LP

Beer Permit desired: Off Premise X On/Off Premise _____

Has applicant ever had a beer permit or beer license revoked in any city or county?

Yes _____ No X

If answer to preceding question is "yes," state time and place of revocation.

n/a

Has applicant been convicted of any crime within the past ten years? Yes _____ No X

X Applicant has obtained or will obtain a state certificate of registration and has complied or will fully comply with state and federal laws requiring the payment of special fees and taxes (consult TCA '57-202).

Yes X No _____

X Applicant has appraised or will appraise himself of all federal, state and local laws relating to the control and regulation of beer and will abide by those laws.

Yes X No _____

BEER PERMIT APPLICATION
TOWN OF FARRAGUT, TENNESSEE

APPLICANT

Name of Business: Walgreen Co. d/b/a Walgreens #05053
Address: 601 N. Campbell Station
City/State/Zip: Farragut, TN 37922 Phone No.: 865-675-2061

NAME OF MANAGER, OPERATOR AND/OR FRANCHISE OWNER

Name: William Bell, Jr.
Home Address: [REDACTED]
City/State/Zip: Knoxville, TN 37919 Phone No.: [REDACTED]
Social Security No.: [REDACTED] Date of Birth: 08/04/1956

Name of owner of the business premises: M & M Village Investment Partnership

Beer Permit desired: Off Premise X On/Off Premise _____

Has applicant ever had a beer permit or beer license revoked in any city or county?

Yes _____ No X

If answer to preceding question is "yes," state time and place of revocation.

n/a

Has applicant been convicted of any crime within the past ten years? Yes _____ No X

- ☒ Applicant has obtained or will obtain a state certificate of registration and has complied or will fully comply with state and federal laws requiring the payment of special fees and taxes (consult TCA '57-202).
Yes X No _____
- ☒ Applicant has appraised or will appraise himself of all federal, state and local laws relating to the control and regulation of beer and will abide by those laws.
Yes X No _____

BEER PERMIT APPLICATION
TOWN OF FARRAGUT, TENNESSEE

APPLICANT

Name of Business: Walgreen Co. d/b/a Walgreens #03955
Address: 10701 Kingston Pike
City/State/Zip: Farragut, TN 37934 Phone No.: 865-671-4166

NAME OF MANAGER, OPERATOR AND/OR FRANCHISE OWNER

Name: Chance D. Martin
Home Address: [REDACTED]
City/State/Zip: Caryville, TN 37714 Phone No.: [REDACTED]
Social Security No.: [REDACTED] Date of Birth: 09/18/1974

Name of owner of the business premises: SM & M Farragut LLC

Beer Permit desired: Off Premise X On/Off Premise _____

Has applicant ever had a beer permit or beer license revoked in any city or county?

Yes _____ No X

If answer to preceding question is "yes," state time and place of revocation.

n/a

Has applicant been convicted of any crime within the past ten years? Yes _____ No X

X Applicant has obtained or will obtain a state certificate of registration and has complied or will fully comply with state and federal laws requiring the payment of special fees and taxes (consult TCA '57-202).

Yes X No _____

X Applicant has appraised or will appraise himself of all federal, state and local laws relating to the control and regulation of beer and will abide by those laws.

Yes X No _____

FARRAGUT BOARD OF MAYOR AND ALDERMEN

December 11, 2014

WORKSHOP

- 5:30 PM TDEC Stormwater Presentation
6:00 PM Everett Road Corridor Infrastructure Discussion
6:30 PM Town Center District Land Use Discussion

BEER BOARD

6:55 PM
(See Beer Board agenda)

BMA MEETING

7:00 PM

- I. **Silent Prayer, Pledge of Allegiance, Roll Call**
- II. **Approval of Agenda**
- III. **Mayor's Report**
 - A. Tennessee Recreation and Parks Association Award Presentation
- IV. **Citizens Forum**
- V. **Approval of Minutes**
 - A. November 13, 2014
- VI. **Presentation of Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2014**
- VII. **Ordinances**
 - A. Public Notice and Second Reading
 1. **Ordinance 14-14**, Ordinance to annex into the corporate boundary of the Town of Farragut and adopt a Plan of Service for Parcel 108, Tax Map 130, 902 N. Campbell Station Road, 1.55 Acres (Kay Wellons, Applicant)
 2. **Ordinance 14-18**, Ordinance to amend Title 16, Streets and Sidewalks, Etc., Chapter 4, Driveways and Other Access Ways, Sections 16-402 and 16-403.1-4 of the Farragut Municipal Code, to clarify the requirement for a traffic impact study in relation to rezoning requests.
 - B. First Reading
 1. **Ordinance 14-21**, An Ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by Amending Chapter 3. Specific District Regulations, Section XII. General Commercial District

- (C-1), by adding new requirements related to the mixed use town center district as outlined in the Farragut Comprehensive Land Use Plan.
2. **Ordinance 14-22**, an Ordinance to adopt the area and text identified as Mixed Use Town Center, as shown on the Future Land Use Map in the Farragut Comprehensive Land Use Plan
 3. **Ordinance 14-23**, an Ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending Chapter 3. Specific District Regulations, Section XXVII. N. 6. Town Center District (TCD), Area Regulations, Land Area., to change minimum land area for development
 4. **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

VIII. Business Items

- A. Approval of Contract 2015-09, Board Room Audio Visual System
- B. Approval of Farragut High School sign on Town of Farragut right of way along the school access road at Campbell Station Road
- C. Approval of 2014-2015 Snow Removal Schedule
- D. Approval of Town Holiday on Friday, December 26, 2014

IX. Town Administrator's Report

X. 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, December 11, 2014 at 7:00 p.m. Members present were Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok.

Approval of Agenda

Motion was made to approve the agenda with the postponement of items VII, B, 1, 2, and 3. Moved by Alderman LaMarche, seconded by Alderman Honken; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Mayor's Report

Sue Stuhl gave an overview of the Tennessee Recreation and Parks Association Award that was awarded to the Town of Farragut.

Mayor McGill read a couple of letters from the Farragut area schools thanking the Board for their contributions.

Jeff Palmer thanked the Board and staff for their support while he was the Captain at the satellite office. Mr. Palmer introduced Captain Brad Hall, as the incoming Captain for the satellite office.

Mayor McGill, Aldermen LaMarche and Markli attended the National League of Cities Conference in Austin, TX.

Approval of Minutes

Motion was made to approve the minutes of November 13, 2014 as presented. Moved by Alderman Honken, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Presentation of Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2014

Mark Lund, with Ingram, Overholt and Bean gave an overview of the CAFR report. The report will be submitted to GFOA.

Ordinances

Public Notice and Second Reading

Ordinance 14-14, Ordinance to annex into the corporate boundary of the Town of Farragut and adopt a Plan of Service for Parcel 108, Tax Map 130, 902 N. Campbell Station Road, 1.55 Acres (Kay Wellons, Applicant)

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

Ordinance 14-18, Ordinance to amend Title 16, Streets and Sidewalks, Etc., Chapter 4, Driveways and Other Access Ways, Sections 16-402 and 16-403.1-4 of the Farragut Municipal Code, to clarify the requirement for a traffic impact study in relation to rezoning requests.

Motion was made to approve Ordinance 14-18 on second and final reading. Moved by Alderman Honken, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

First Reading

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

Charles Walker, Hickory Woods, addressed the board with concerns about increased traffic on Smith Road. Ed Zarb, 12707 Woodcove Lane, and Brian Shugart, 716 Barnsey Road, address the board with concerns about the fee. Worried it will hurt development along Everett Road.

After some discussion a motion was made to approve ordinance 14-19 on first reading. Moved by Alderman Honken, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Business Items

Approval of Contract 2015-09, Board Room Audio Visual System

Motion was made to award Contract 2015-09, Audio/Visual System Upgrade, to M3 Technology Group for a base system upgrade of \$34,287.24, including the high definition cameras, \$21,581.6, for a total cost of \$55,868.84. Moved by Alderman Markli, seconded by Alderman Honken; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Approval of Farragut High School sign on Town of Farragut right of way along the school access road at Campbell Station Road

Motion was made to approve the request for placement of the Farragut High School sign within the public right-of-way and direct staff to research a better solution for the High School sign and Outdoor Classroom signs. Moved by Alderman Markli, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Approval of 2014-2015 Snow Removal Schedule

Motion was made to approve the Public Works Department snow removal map and to add Shirecliffe Lane, Witherspoon Lane and Inglecrest Lane to the removal cycle. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Approval of Town Holiday on Friday, December 26, 2014

Motion was made to approve Friday, December 26, 2014 as a Town holiday. Moved by Alderman LaMarche, seconded by Alderman Honken; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that December 19 is the employee Christmas party and that Light the Park and Celebrate the Season were very successful.

Meeting adjourned at 8:50 PM

Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VIA.1 MEETING DATE JANUARY 08 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Administrator

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

INTRODUCTION: This is the second reading for the subject Ordinance which will mandate a formula based 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 for a flat fee. Subsequently, this initiative was presented to the Board during a workshop on October 23, 2014. If you recall, the Board requested we come back with a formula-fee option instead of a flat fee. This Ordinance was approved as proposed by the Board on first reading on December 11, 2014

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. 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.

This proposed Ordinance will require future developers to contribute based on a formula (SEE Exhibit B attached to Ordinance). The formula is based on the subject developments' contribution to Everett Road traffic (trips per day).

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

PROPOSED MOTION: Approve Ordinance 14-19 on Second 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 desires 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 for future improvements to Everett Road and/or to recoup Everett Road improvement costs incurred after the date of the adoption of this ordinance.

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 (SEE Subdivision Definition Below).

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 A, 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 A)

Road Improvement Fee: Required Everett Road Corridor fee calculated based on the total cost of the improvement within the Road Improvement Area (SEE Exhibit B Formula).

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 per dwelling unit, which has been calculated based on the factors set forth in Exhibit A. Said fee shall be paid in either of the following ways and will be determined by the Farragut Municipal Planning Commission during the final subdivision platting process:

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. Fees may be used for future Everett Road improvements or to recoup funds expended on Everett Road improvements made after the adoption of this Ordinance. Improvements 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.

Legend

 Road Improvement Area

 Town Limit

 Parcels



Not to Scale

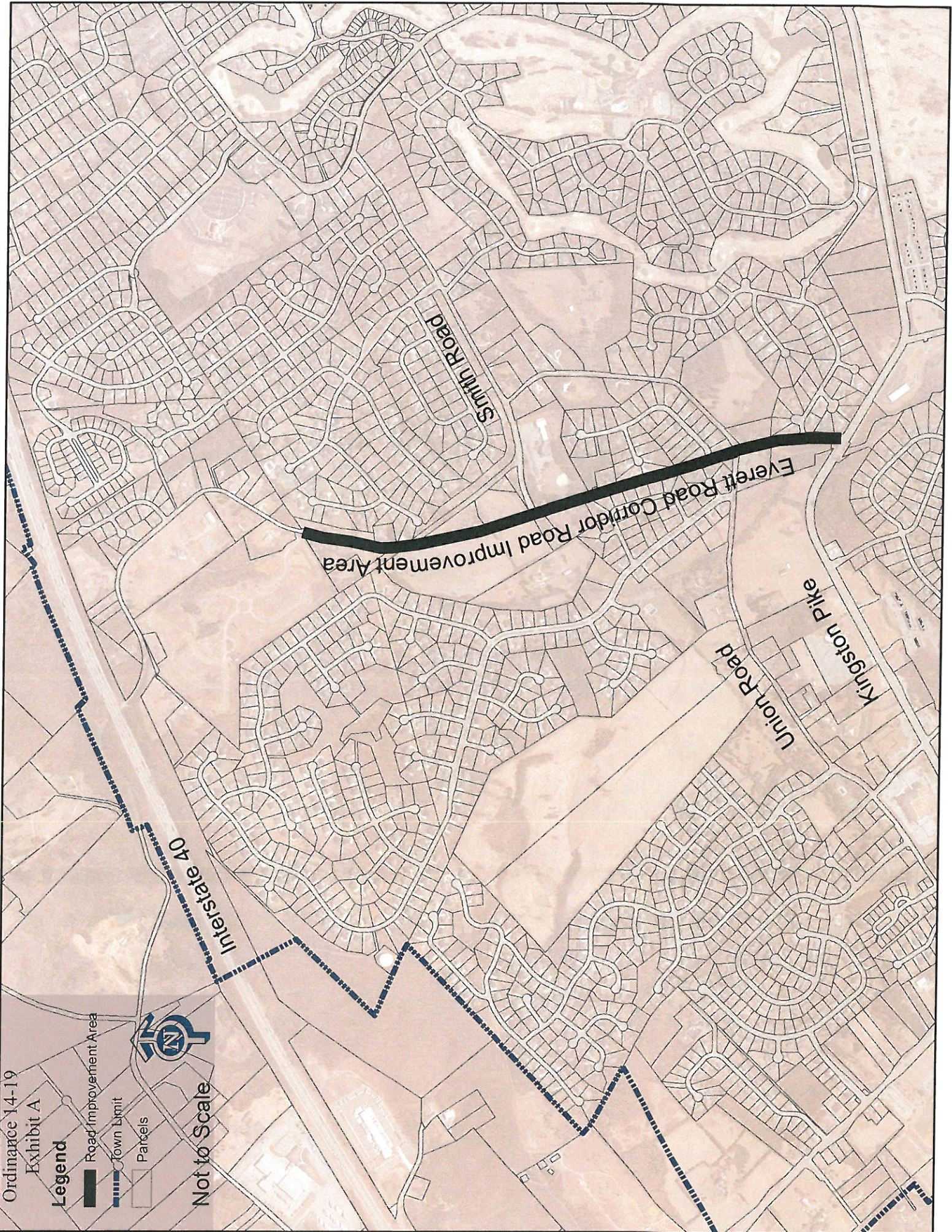


EXHIBIT B Formula

Everett Road Corridor Ordinance 14-19

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 Kingston Pike to the entrance of the 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. Current trips/day along Everett Road near SRF entrance = 825 (per CDM Smith TIS)

Total Acreage – from Smith Road to the SRF Entrance

Property Owner	Acreage
Longworth	20.9
Montgomery	12.7
Quinn	6.43
Split Rail Farm	52.13
Community Baptist Church	1.076
Bartlett	6.06
Nelson	3.7
Total Acreage	103.0

Projected Build Out of Area:

1. **103.0 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. Development trip generation = **Total Dwelling Units x 11.02/trips day**
5. **Development trip generation/3,205 total trips = Percentage (%) of total trips attributable to new development**

Cost Analysis:

1. **\$1,815,000** (projected road cost with sidewalks) x **XXX%** = **\$XX,XXX** or **\$X,XXX/DU**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 14-21, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section XII., General Commercial District (C-1), as it relates to the Mixed Use Town Center outlined in the Comprehensive Land Use Plan

BACKGROUND AND DISCUSSION:

On August 13, 2014 a joint planning commission and board of mayor and alderman workshop was held to initiate a discussion on how the Town could move forward with implementing Strategy 1 in the Comprehensive Land Use Plan (CLUP) – Bringing About a Downtown. At that workshop the staff presented different approaches that could be pursued.

Based on the feedback received, the most preferred approach was to work on amending the existing zoning districts associated with properties in the area identified as mixed use town center (MUTC) so that re-development (i.e. where interior and/or exterior improvements to an existing building exceeds 50% of the current value of such building) and new development would be consistent with the effort to bring about a downtown. The staff notified all of the property owners in the MUTC so that they were aware of what was being considered. The owners were encouraged to attend subsequent planning commission meetings when this would be discussed in more detail. At their meeting on August 21, 2014, the planning commission confirmed their desire for the staff to pursue text amendments that would help to incrementally bring about a downtown in the area identified at MUTC.

At the September 18, 2014 planning commission meeting, the staff presented an initial draft of recommended changes to the C-1 (General Commercial) Zoning District that would encourage a built environment consistent with the appearance and function of a downtown. The staff focused on the C-1 Zoning District because most of the MUTC properties fall within this zoning designation. Within the C-1 Zoning District, the staff created a new section. This section included:

- 1) A general description and purpose (this addressed why we have this section and what we are trying to accomplish);
- 2) A list of uses that would be allowed in the MUTC. These uses were patterned largely after those permitted in the Town Center District (TCD) and the Business District Four Story (BD-4). One point made by the staff was that this would not affect existing uses that may not be listed as being allowed in the MUTC but that are currently in operation within the MUTC. The permitted uses outlined in this section would only apply to re-development and new development. To be consistent with the character descriptions in the CLUP for the MUTC, the list of uses that were included in this section would not be auto intensive and would be associated with a more pedestrian friendly plan of development. Some uses, such as residential on non-ground floor levels, that are not permitted in C-1 would be permitted for properties zoned C-1 in the MUTC;
- 3) Building façade requirements that would ensure that new buildings or re-developed buildings would have a timeless appearance with a significant masonry element. This would help distinguish the MUTC area and provide it with a built environment that would be consistent with a traditional downtown;
- 4) Low impact development requirements that would provide property owners with more flexibility to use innovative and visually appealing techniques to handle stormwater runoff;

- 5) Adjustments to setback requirements that would provide more flexibility in the placement of buildings and that would encourage buildings to be situated closer to the street;
- 6) Modifications to height regulations that would provide for taller buildings that would incorporate the opportunity for residential on the non-ground floors; and
- 7) Parking space allocations for mixed use buildings that would be based on the parking needs as governed by the uses permitted on the different floors of the building. Also included were provisions for encouraging shared parking.

The planning commission reviewed the initial draft and, along with some comments received by the public, the staff made some adjustments and presented a second draft to the planning commission for their meeting on October 16, 2014. This draft was discussed and some additional modifications were requested. At the November 20, 2014 planning commission meeting, the staff presented a third revision to the proposed changes to the C-1 Zoning District as applied to properties within the MUTC. This revision is reflected in Ordinance 14-21 and was approved unanimously by the planning commission via Resolution PC-14-14. This third revision included the following additional modifications:

- 1) Some minor adjustments to uses permitted (such as permitting small hotels and allowing outdoor theatres);
- 2) An increase in the lot coverage from 70% to 80% (this would provide for some additional flexibility in design and site arrangement and an incentive to a property owner);
- 3) Clarifying that buildings must at least have the appearance of a two story building as viewed from all building elevations;
- 4) Separating parking space requirements for single use buildings, such as a small hotel, vs. mixed use buildings;
- 5) Provisions for outdoor site lighting that would encourage consistency and more decorative light fixtures in the MUTC area; and
- 6) Provisions for prohibiting box or cabinet style signs on new buildings (this sign style would not be compatible with the architecture that is being encouraged in the MUTC).

Along with Ordinance 14-21, included in your packets is a version of the amendments which includes commentary and illustrates where changes have been made during the course of developing this ordinance.

RECOMMENDATION BY:

Ordinance 14-21 is consistent with both the CLUP and the Strategic Plan. In terms of the CLUP, Ordinance 14-21 would directly promote Strategy 1 – Bringing About a Downtown, Strategy 3 – Encouraging Greater Housing Choice, Strategy 7 – Enhancing our Identity, and Strategy 8 – Plan for Remaining Vacant Properties. In terms of the Strategic Plan, Ordinance 14-21 would promote Goal 2 – Strengthen the Local Economy, and Goal 4, Objectives 5 and 6, which encourage consistency with Town plans and more beautiful corridors and development.

At their meeting on November 20, 2014, the planning commission recommended 7-0 to approve Resolution PC-14-14 which recommends approval of Ordinance 14-21. The staff also recommends approval of Ordinance 14-21.

PROPOSED MOTION:

To approve Ordinance 14-21, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section XII., General Commercial District (C-1), as it relates to the Mixed Use Town Center outlined in the Comprehensive Land Use Plan.

ORDINANCE:	14-21
PREPARED BY:	Shipley
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	November 20, 2014
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 3. SPECIFIC DISTRICT REGULATIONS, SECTION XII. GENERAL COMMERCIAL DISTRICT (C-1), BY ADDING NEW REQUIREMENTS RELATED TO THE MIXED USE TOWN CENTER OUTLINED IN THE COMPREHENSIVE LAND USE PLAN UPDATE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3, Section XII. General Commercial District (C-1), of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section XII., General Commercial District (C-1), is amended by deleting it in its entirety and substituting in lieu thereof the following:

SECTION 2.

Chapter 3, Specific District Regulations, Section XII., General Commercial District (C-1), is amended by inserting the following:

- A. *General description.* This district provides space for commercial uses which provide services primarily to community residents of the Town of Farragut. The intent is to permit lands adjacent to major arterial highways as designated by the Farragut Major Road Plan to be used for the provision of general commercial and business services to the community. These commercial uses are intended to be designed to minimize disruption of traffic flows and negative impacts on adjacent residential uses.

B. *Permitted principal and accessory uses and structures (Non-Mixed Use Town Center as identified in the Comprehensive Land Use Plan).* Unless provided for elsewhere in this section, property and structures located in the General Commercial District (C-1) shall be used only for the following purposes:

1. Generally recognized retail sales. This excludes flea markets and the sale of automobiles and the sale and/or rental of boats, trucks, trailers, construction equipment, mobile homes, and other similar uses as determined by the Board of Zoning Appeals.

The outdoor sale and/or storage of merchandise and/or any other materials shall be permitted provided the following development criteria are met:

- a. Such merchandise and/or materials are displayed or stored in a permanent area designed for such use;
 - b. Such merchandise and/or materials are not displayed or stored on any sidewalks, walkways, parking spaces, or other vehicle ways;
 - c. Required yard setbacks for buildings are met for the storage/display area;
 - d. Access to the display/storage area shall be restricted by means of a physical barrier such as a fence, a berm, landscaping, or other similar means; and
 - e. The total area reserved for outdoor display/storage shall not exceed two thousand (2,000) square feet if the net indoor retail floor area is greater than twenty-five thousand (25,000) square feet, and it shall not exceed one thousand (1,000) square feet if the net indoor retail floor area is less than twenty-five thousand (25,000) square feet.
2. The retail sale of alcoholic beverages, as provided for in the Farragut Municipal Code.
 3. Retail outlets for the sale of general farm implements and lawn care equipment such as tractors (less than 10,000 pounds), riding lawn mowers, and related accessories.
 - a. The outdoor display and/or storage of such implements and equipments shall be permitted provided the following development criteria are met:
 - (1) The outdoor storage and/or display of the implements and/or equipment shall lie behind a straight line running from side lot line to side lot line that coincides with the rear wall of the principal building located on the property;

- (2) The equipment and/or implements to be stored and/or displayed outdoors must be removed from the crate or cartons and displayed and/or stored in such a way as to allow for viewing and inspection, but so as not to prevent passage on sidewalks, walkways, or other vehicle ways;
 - (3) Such businesses necessarily involve the use of outdoor areas on the premises for the unloading, uncrating, positioning and repositioning of items that are often larger and more cumbersome than most retailers handle. The temporary use of outdoor areas of the premises for such purposes during hours of operation shall not be a violation of this ordinance; and
 - (4) Such businesses necessarily utilize packaging that is to be destroyed or reused. Such packaging materials shall be stored in areas on the premises to which access shall be restricted by means of a physical barrier such as an opaque fence or similar to a dumpster enclosure and shall comply with Chapter 4, Section I. B. of this ordinance.
- b. The outdoor display of merchandise, except as provided for above, is permitted provided such merchandise is displayed in a permanent, covered porch. Such covered porch shall be attached to the principal building and shall meet all setback requirements of the principal building.
4. Financial and real estate services.
5. Professional, personal, and business services.
6. Restaurants, tea rooms, cafes, coffee houses, or other similar establishments serving food or beverage that is primarily consumed within the principal building or in designated outdoor seating areas associated with the principal building.

Coffee houses with drive-through service lanes that serve as the principal means for service. The principal location for consumption is offsite.
7. Automotive services, provided such services are for automobiles and light trucks only. Such services may include fuel sales and repairs. Facilities designed to accommodate the refueling and/or servicing of trucks with more than three (3) axles or more than ten (10) wheels are prohibited.
8. Retail rental and leasing of automobiles provided the following development criteria are met:
 - a. Such business is located in a freestanding building; and

- b. If the premises are fenced, such fencing shall be decorative, shall not exceed three (3) feet in height, and shall be of such design so as not to prevent the ability to see through the fence.
- 9. Public, governmental, and general offices.
- 10. Medical, dental, and veterinary facilities.
- 11. Medical spas.
- 12. Indoor kennel facilities, provided the following development criteria are met:
 - a. The building shall be sound proofed to prevent the noise of barking dogs being heard outside the building. A certification verifying the sound proofing capabilities must be submitted with the site plan; and
 - b. No outdoor fencing shall be located on the premises.
- 13. Mortuary establishments.
- 14. Commercial greenhouses, nurseries, and other similar uses as determined by the Board of Zoning Appeals provided the following development criteria are met:
 - a. There shall be a minimum lot size of two (2) acres;
 - b. Merchandise and/or any other material are displayed or stored in a permanent area designed for such use;
 - c. Merchandise and/or any other materials are not displayed or stored on any sidewalks, walkways, parking spaces, or other vehicle ways;
 - d. The outdoor storage and/or sale of mulch and other landscaping related materials is permitted as accessory to commercial greenhouses and nurseries, but not permitted as stand alone businesses.
 - e. Required yard setbacks for buildings are met for the storage/display area and for all temporary structures;
 - f. Access to the display/storage area shall be restricted by means of a physical barrier such as a fence, a berm, landscaping, or other similar means;
 - g. Outdoor areas used for the growing of products must be set back a minimum of thirty (30) feet in the front yard and twenty-five (25) feet in

the side and rear yards. Setbacks shall be measured from the nearest point of any property line;

- h. A minimum of a twenty-five (25) foot buffer strip along rear and side property lines shall be developed and maintained per the buffer strip requirements of this ordinance;
 - i. Security fencing located in the front yard shall be screened with a minimum of one (1) large evergreen shrub per five (5) linear feet of fence. Such large shrubs shall be on the visual resources review board's recommended large shrubs list and shall be a minimum of three (3) feet in height at the time of planting; and
 - j. A maximum of one (1) wall sign shall be permitted. Such wall sign shall meet all other sign requirements of the district.
- 15. Day care facilities as regulated in Chapter 4.
- 16. Nursing homes as regulated in Chapter 4.
- 17. Elderly housing as regulated in Chapter 4.
- 18. Churches and other places of worship.
- 19. Schools, public and private, provided the following development criteria are met:
 - a. Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school accesses must meet the minimum design standards established in the Farragut Subdivision Regulations;
 - b. There shall be a minimum lot size of three (3) acres; and
 - c. The lot on which the school is located is a free-standing parcel.
- 20. Theaters, indoor only.
- 21. Cultural activities.
- 22. Parks, playgrounds, play fields, neighborhood buildings, and community buildings.
- 23. Indoor recreational facilities.

24. Outdoor recreational facilities such as miniature golf courses, golf courses, driving ranges, batting cages, tennis courts, swimming pools, skating/skateboard facilities, paintball facilities, and other similar non-motorized recreational facilities as determined by the Board of Zoning Appeals. Seasonal inflatable playground structures shall not be considered a similar non-motorized recreational facility. The following development criteria shall be met:
- a. A minimum of a forty (40) foot front yard setback is maintained for any recreational facility that does not require the construction of a structure;
 - b. A minimum of a ten (10) foot rear and side yard setback is maintained for any recreational facility that does not require the construction of a structure; and
 - c. All structures developed as an integral part of a recreational facility/use are set back a minimum of forty (40) feet in the front yard and ten (10) feet in the side and rear yards. Setbacks shall be measured from the nearest point of any property line.

25. Utility uses.

- C. *Area regulations.* The purpose of these setback regulations is to create a flexible building envelope that will enable the creative possibilities for development of a parcel to be maximized and to allow consideration of the natural features of a parcel as it is being developed. Please refer to Illustrations 6, 7 and 8 (see Chapter 1). These illustrations depict the intent of the following regulations. Setbacks shall be measured from the nearest point of any property line and all structures shall comply with the following setback requirements:

1. *Front Yards.*

- a. All buildings shall be set back from the nearest point of any right-of-way a minimum of eighty (80) feet;
- b. All buildings shall be set back from the nearest point of any right-of-way a minimum of sixty (60) feet if only a driveway aisle is located in the front yard; or
- c. All buildings shall be set back from the nearest point of any right-of-way a minimum of forty (40) feet if no paved surfaces are located in the front yard.

All accessory structures, excluding detention basin structures and certain utility structures, shall be set back from the nearest point of any right-of-way a minimum of forty (40) feet, except as provided for elsewhere in this ordinance or the Municipal Code. Detention basin structures shall be set back from the nearest

point of any right-of-way a minimum of ten (10) feet. Electrical substations, utility offices, or any other utility building shall meet the front yard setback requirements.

2. *Side Yards.* All buildings shall be set back a combined total of at least sixty (60) feet on the two sides, but not less than twenty (20) feet on any one side.
 3. *Side and rear yards.* All accessory structures shall be set back a minimum of ten (10) feet, except as provided for elsewhere in this ordinance or the Municipal Code.
 4. *Rear Yards.* All buildings shall be set back a minimum of thirty (30) feet.
 5. *Buffer strips.*
 - a. There shall be a buffer strip a minimum of thirty-five (35) feet in width on all front property lines when the street adjacent to that front property line is classified as a collector or local street on the Major Road Plan and the property on the opposite side of the street is zoned residential or agricultural;
 - b. There shall be a buffer strip a minimum of thirty-five (35) feet in width on all side and rear property lines when the abutting property is zoned residential or agriculture;
 - c. Existing, mature vegetation shall be preserved and incorporated into the buffer strip; and
 - d. Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.
 6. *Maximum lot coverage.* Total lot coverage — Seventy (70) percent.
 7. *Land area.* Minimum lot size of one (1) acre.
- D. *Height regulations.* No structure shall exceed two and one-half (2½) stories, or thirty-five (35) feet in height, except as provided for elsewhere in this ordinance.
- E. *Parking.* As regulated in Chapter 4.
- F. *Mixed Use Town Center.*
1. *General Description and Purpose:*

In the Town's adopted Comprehensive Land Use Plan (CLUP), Strategy 1 describes the community's desire to Bring About a Downtown. Also included in the CLUP are land use descriptions related to the intent, uses, and character of

what is described as a Mixed Use Town Center (MUTC). The CLUP also includes a future land use map which identifies locations for a MUTC.

The purpose of this section is to ensure that properties zoned C-1 that are within (i.e. at least half of the existing parcel) the area shown as Mixed Use Town Center are developed and redeveloped in a manner that is consistent with the CLUP.

Where a property is zoned C-1 and is shown to be within the area identified as MUTC on the Future Land Use Map the following provisions shall apply:

2. *Permitted Principal and Accessory Uses and Structures* (if a use is not listed below it shall not be permitted unless it is approved by the Board of Zoning Appeals as a Special Exception and the proposed use is consistent with the CLUP as it relates to the MUTC).
 - a. Generally recognized retail sales. This excludes all outdoor sales or storage (unless part of an approved Farmers Market or similar seasonal pedestrian oriented use) and any “big box” entities where the total gross square footage exceeds 25,000 square feet.
 - b. Restaurants, tea rooms, cafes, coffee houses, bistros, or other similar establishments serving food or beverage that is primarily consumed within the principal building or in designated outdoor seating areas associated with the principal building. This excludes drive-through service lanes and windows.
 - c. Financial and real estate services. This excludes drive-through service lanes and windows.
 - d. Professional, personal, and business services.
 - e. Public, governmental, and general offices.
 - f. Medical, dental, and veterinary facilities (indoors only).
 - g. Medical spas.
 - h. Adult education and training facilities, indoors only.
 - i. Cultural activities.

- j. Theaters.
- k. Indoor recreational facilities.
- l. Parks and community facilities.
- m. Residential, provided located in upper stories.
- n. Bed and breakfasts/inns.
- o. Hotels, provided the gross square footage does not exceed 25,000 square feet.
- p. Churches and other places of worship, provided they are not located in freestanding buildings.
- q. Day care facilities, provided they are not located in freestanding buildings.
- r. Schools, public and private, provided they are not located in freestanding buildings.
- s. Utility uses. This excludes substations and telecommunication towers. These utility uses shall not be permitted.
- t. Other uses similar to any of the above, as approved by the Board of Zoning Appeals as a Special Exception. Any use approved as a Special Exception in this section shall be compatible with the CLUP as it relates to the Mixed Use Town Center.

3. *Building Façade Requirements:*

New construction shall comply with Title 14, Chapter 3, Section 14-305. and Section 14-306. (1) and (2) of the Farragut Municipal Code. The street facing building facade that does not have the storefront must provide windows or some other type architectural feature so the wall is not blank.

Where re-development involves improvements (interior and/or exterior) to an existing building(s) which exceed 50% of the current value (as determined by a certified appraisal) of such building(s), the building(s) façade(s) shall be modified to use high-quality, durable, materials that are architecturally compatible and include a significant masonry element. Such building façades shall not use

fabricated metal panels or vinyl siding and shall include only very limited use of synthetic stucco (EIFS) or panelized brick.

4. *Low Impact Development Requirements:*

Any new development or redevelopment where at least half of the existing site improvements are being modified (e.g. half of the existing parking lot is being altered from its current configuration), shall incorporate a minimum of one (1) of the following Low Impact Development (LID) practices into the design:

- a. Twenty-five (25) percent of the parking lot being constructed with permeable pavers;
- b. Stormwater runoff draining to rain gardens;
- c. A building(s) being constructed with a vegetated roof, commonly referred to as a green roof;
- d. Stormwater draining to bioswales/bioretenention facilities; or
- e. Rainwater being harvested for irrigation or gray water uses.

5. *Area Regulations*

a. Front Yards

1. All principal buildings shall be set back a minimum of ten (10) feet from all property lines and access easements.
2. All accessory structures, such as parking garages, dumpsters, HVAC units and generators, shall be set back a minimum of twenty (20) feet from all property lines and access easements. This excludes signage, detention basin structures (if associated with a low impact development measure), or structures typically associated with a store front or furnishing zone as described in the TCD Zoning District.

Where abutting an arterial street, no portion of a parking lot shall be closer to such street than the principal building(s). The minimum setback for a parking lot shall be twenty (20) feet from all property lines and access easements.

b. Side and Rear Yards

1. All principal buildings shall be set back a minimum of zero (0) feet if part of a larger plan to join a building on an adjoining property. Where a building is planned to be joined with another building to form a series of buildings the design requirements provided for in Title 14, Chapter 3 of the Farragut Municipal Code shall apply.

Where the adjacent property is zoned residential or agricultural, principal buildings shall be set back from the nearest point of any side or rear property line a minimum of thirty-five (35) feet.

2. All accessory structures shall be set back a minimum of ten (10) feet, unless a greater setback is otherwise required in this ordinance or the Municipal Code.

6. *Buffer Strips*

- a. There shall be a buffer strip a minimum of thirty-five (35) feet in width on all side and rear property lines when the abutting property is zoned residential or agricultural.

7. *Maximum Lot Coverage*

Total lot coverage — Eighty (80) percent.

8. *Land Area*

Minimum lot size of one (1) acre.

9. *Height Regulations*

- a. Buildings shall be a minimum of two (2) stories in height or have the appearance, as viewed from all building elevations, of a building that is at least two (2) stories in height. Buildings shall not exceed four (4) stories in height. The minimum height requirement shall apply only to new buildings.

Whenever the adjacent property is zoned residential (other than multi-family), or agricultural, no buildings to be constructed within 100 feet of a periphery property line shall exceed the maximum height permitted for principal dwelling units in the adjacent zoning district(s).

No accessory building shall exceed fifteen (15) feet in height. Parking garages shall not exceed three stories or forty-five (45) feet in height. Parking garages may not access streets classified as arterial.

10. *Parking spaces required.*

1. *Number of parking spaces required.*

Unless the building is mixed use, the number of parking spaces required shall be as regulated by Chapter 4, Section XX. of the Zoning Ordinance.

Mixed use buildings shall be governed by the following parking space provisions:

One (1) parking space per two hundred and fifty (250) square feet of gross floor area for the first [ground] floor;

One (1) parking space per five hundred (500) square feet of gross floor area for the second floor; and

One (1) parking space per seven hundred and fifty (750) square feet of gross floor area for the third floor.

2. *Required bicycle parking.* One (1) bicycle space per five thousand (5,000) square feet of gross floor area. Bicycle racks shall be provided in desirable locations and shall be conveniently located at each building. The rack placement should not impede pedestrian movement and should not cause conflicts between bicycles and pedestrians.

3. *Shared parking.*

Shared parking within the area identified as MUTC shall be encouraged. The parking and access easements must be identified as part of the site plan review and a plat prepared and recorded which memorializes such easements prior to the issuance of a building permit.

11. *Streetscape and Outdoor Open Space:*

An active and interconnected streetscape with visually appealing and functional public spaces shall be provided and specifically addressed in the site plan submittal. Some specific design objectives are as follows:

- a. Provide for pedestrian and bicycle connections between properties and connections to existing pedestrian and bicycle facilities. Provide for a development that creates a pleasant and functional pedestrian experience.
- b. Encourage vehicular connections between adjoining properties.

- c. Locate and orient outdoor open space (e.g. plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.
- d. Provide landscape enhancements (e.g. bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.

12. *Outdoor Site Lighting:*

As regulated in Chapter 4, Section XIII. of the Zoning Ordinance with the following additional provisions in the MUTC:

- a. New exterior lighting associated with new development or re-development within the MUTC shall have a consistency.
- b. Street lighting shall follow the requirements in Chapter 3, Section XXVII. K. 2. of the Zoning Ordinance.
- c. Parking lot lights shall have decorative posts and brackets and a decorative fixture, such as a bell shaped style fixture. The bulbs shall be contained within the fixture so that they are not visible.
- d. Building mounted lights shall be decorative, such as the acorn, lantern, or bell shaped styles. The bulbs shall be contained within the fixture so that they are not visible.
- e. Bollard lighting shall be permitted provided the bulbs are contained within the fixture so that they are not visible.

13. *Signage:*

As regulated in the Farragut Sign Ordinance with the following additional provisions in the MUTC:

- a. Box or cabinet style signs on new buildings shall not be permitted.

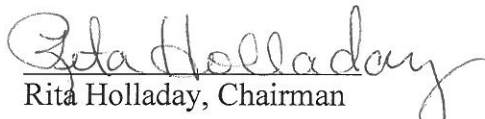
SECTION 3.

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

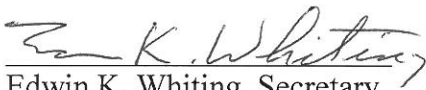
Dr. Ralph McGill, Mayor

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

RESOLUTION PC-14-14

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 3. SPECIFIC DISTRICT REGULATIONS, SECTION XII. GENERAL COMMERCIAL DISTRICT (C-1), BY ADDING NEW REQUIREMENTS RELATED TO THE MIXED USE TOWN CENTER OUTLINED IN THE COMPREHENSIVE LAND USE PLAN UPDATE

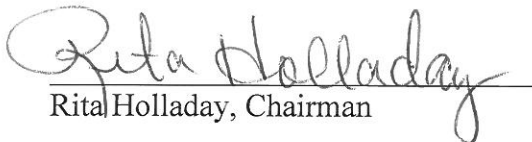
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

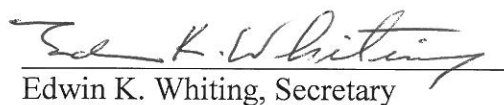
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on November 20, 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 14-21.

ADOPTED this 20th day of November, 2014.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 14-22, on first reading, for the Board of Mayor and Aldermen to adopt, by ordinance, the area and text identified as Mixed Use Town Center, as shown on the future land use map in the Comprehensive Land Use Plan

BACKGROUND:

This item is related to the proposed ordinance text modifications (Ordinance 14-21) to the C-1 Zoning District for properties shown as being within the Mixed Use Town Center (MUTC) on the future land use map in the Comprehensive Land Use Plan (CLUP). Since the area identified as MUTC is being called out for zoning related provisions in the zoning ordinance, this area and the applicable text associated with this area must be adopted by ordinance. This will tie the zoning ordinance wording to a map and text that has been adopted by ordinance.

DISCUSSION:

When the CLUP was updated in late 2012 it was adopted by resolution by the planning commission but was not adopted by ordinance by the Board of Mayor and Aldermen. This approach was primarily selected because it would provide more flexibility and, when applicable, a less burdensome amendment process with regards to land use related decisions. The request at this time and that is reflected in Ordinance 14-22 is for the Board of Mayor and Aldermen to adopt only the MUTC portion of the CLUP. The adoption of this specific area by ordinance will help to advance the implementation of Strategy 1 of the CLUP – Bringing About a Downtown. Adopting the MUTC area and text, as outlined in Ordinance 14-22, will mean that any future land use decisions or approvals involving properties within the MUTC will be required to be consistent with the CLUP as it relates to the MUTC.

Since the adoption of this portion of the CLUP is advancing the most desired strategy that was identified during the public process of updating the CLUP, the legal authority for such action is well established in the Tennessee Code Annotated. This has been discussed with the town attorney and there is a solid legal basis, as provided for in the Tennessee Code Annotated (TCA), for adopting selected components of the CLUP. Again, this area and text are being adopted by ordinance in order to advance an important component of the CLUP.

RECOMMENDATION BY:

Similar to Ordinance 14-21, Ordinance 14-22 is consistent with both the CLUP and the Strategic Plan. In terms of the CLUP, Ordinance 14-22 would directly promote Strategy 1 – Bringing About a Downtown, Strategy 3 – Encouraging Greater Housing Choice, Strategy 7 – Enhancing our Identity, and Strategy 8 – Plan for Remaining Vacant Properties. In terms of the Strategic Plan, Ordinance 14-22 would promote Goal 2 – Strengthen the Local Economy, and Goal 4, Objectives 5 and 6, which encourage consistency with Town plans and more beautiful corridors and development.

At their meeting on November 20, 2014, the planning commission recommended 7-0 to approve Resolution PC-14-15 which recommends approval of Ordinance 14-22. The staff also recommends approval of Ordinance 14-22.

PROPOSED MOTION:

To approve Ordinance 14-22, on first reading, for the Board of Mayor and Aldermen to adopt, by ordinance, the area and text identified as Mixed Use Town Center, as shown on the future land use map in the Comprehensive Land Use Plan.

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:	14-22
PREPARED BY:	Shipley
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	November 20, 2014
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO ADOPT THE AREA AND TEXT IDENTIFIED AS MIXED USE TOWN CENTER, AS SHOWN ON THE FUTURE LAND USE MAP IN THE COMPREHENSIVE LAND USE PLAN

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 and Future Land Use Map; and,

WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et 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 adopted the Farragut Comprehensive Land Use Plan and Future Land Use Map by Resolution PC-12-18 on December 20, 2012; and

WHEREAS, the Tennessee Code Annotated, Section 13-4-202 et seq, provides that the Municipal Planning Commission and the chief legislative body may adopt parts of the Comprehensive Land Use Plan that correspond generally with one (1) or more of the functional subdivisions of the subject matter of the plan; and

WHEREAS, the Board of Mayor and Alderman of the Town of Farragut recognizes the need to implement Strategy 1, Bringing About a Downtown, of the Comprehensive Land Use Plan Update;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Comprehensive Land Use Plan Update, Chapter Three, Future Land Use Plan, Land Use Descriptions Section, Description 1, Mixed Use Town Center and the area identified on the Farragut Future Land Use Map as Mixed Use Town Center (Exhibit A) are hereby adopted.

SECTION 1.

The Farragut Comprehensive Land Use Plan Update, Chapter 3 Future Land Use Plan, Land Use

Descriptions Section, Description 1 Mixed Use Town Center and the area identified on the Farragut Future Land Use Map as Mixed Use Town Center (Exhibit A) :

I. Chapter 3 Future Land Use Plan, Land Use Descriptions Section, 1. Mixed Use Town Center

A. *Intent*

1. Increase Farragut's long-term economic sustainability by diversifying the retail tax base through the creation of a traditional downtown with a variety of shops, restaurants, businesses and residences, in a pedestrian-oriented setting.
2. Integrate high-density residential development to help support retail and other commercial uses.
3. Consider the creation of an entertainment district that draws people to the area. This could include subsidies for galleries or a resident artist elected each year. This would require a planning process to establish a vision, governance structure, and secure seed money.
4. Create public gathering spaces
5. Provide extended (evening) hours of operation that will cater to shopping, dining, and entertainment to increase the vitality of the area.

B. *Uses*

1. A mix of uses including: employment, commercial, retail, services, civic, and residential.
2. Substantial residential use—primarily multi-family residences, but some attached units (townhomes, duplexes) for transitions to adjacent single-family neighborhoods.
3. Retail-oriented commercial uses, including “one off” establishments (local businesses) as well as chain establishments that utilize small footprints (such as coffee shops, small footprint versions of big box stores).
4. Offices and personal services such as doctor, dentists, bookkeeping, or studios.
5. Also encourage:
 - a. Public service providers (law enforcement, fire protection) and new schools.
 - b. Entertainment options such as theater or performing arts.
6. Residential Density: 8-15 dwelling units per acre

C. *Location*

1. Within a general 1 mile radius of Kingston Pike and Campbell Station Road.

D. *Character*

1. Connected building facades, with minor setback variations close to the sidewalk, on both sides of a street, that form a continuous shopping experience, with individual buildings adequately differentiated (to avoid strip appearance).
2. High degree of ground floor transparency (glass) for visual interest to pedestrians.
3. Comfortable bike and pedestrian connections to surrounding neighborhoods, with adequate bike parking.

4. Pedestrian-focused amenities, places for gathering (pocket parks and plazas), wide sidewalks, outdoor dining, street trees, benches, consolidated newspaper racks, planters, and paving.
5. Pedestrian scale signage.
6. On-street parking to separate pedestrians from traffic and provide convenient parking; Major parking behind buildings, out of sight of pedestrians.
7. Gridded or semi-gridded street network
 - a. A block pattern that includes a 'figure 8' pedestrian circulation pattern that wraps around corners (as opposed to a single street).

E. *Other*

1. Require consistent hours of operation. (See Chapter 2: Eight Key Strategies Strategy 1 Bring About a Downtown and Chapter 5: Extended Implementation Tools for more information)

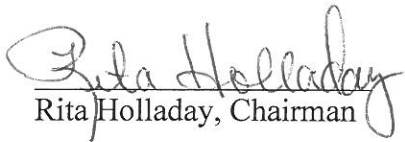
SECTION 2.

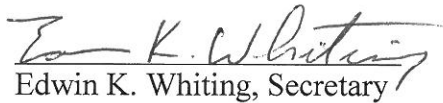
This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

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

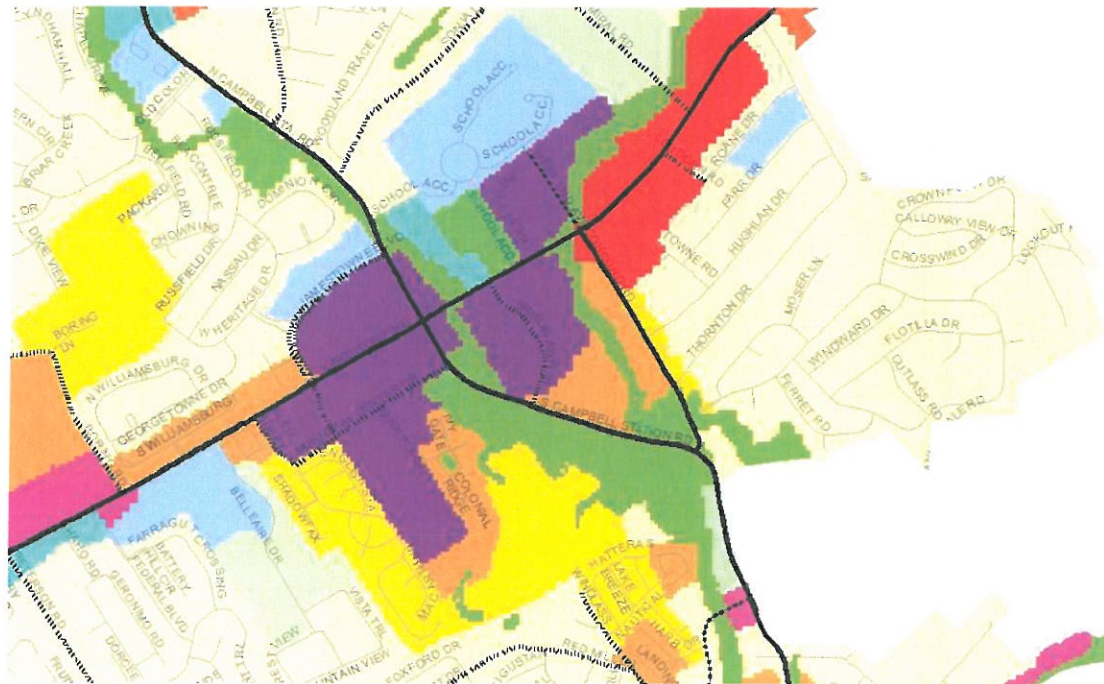

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Exhibit A

Future Land Use Map

(area identified as Mixed Use Town Center as shown in purple)



Future Land Use

- Civic/Institutional
- Office/Light Industrial
- Commercial
- Regional Commercial
- Open Space
- Parks and Rec
- Open Space Cluster Residential
- Rural Residential (> 1 Acre lots)
- Very Low Density Residential (2-4 DUs / Acre)
- Low Density Residential (3-6 DUs / Acre)
- Med Density Residential (6-12 DUs / Acre)
- Mixed Use Neighborhood (6-10 DUs / Acre)
- Mixed Use Town Center (8-15 DUs / Acre)

RESOLUTION PC-14-15

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO RECOMMEND ADOPTION OF THE AREA AND TEXT IDENTIFIED AS MIXED USE TOWN CENTER, AS SHOWN ON THE FUTURE LAND USE MAP IN THE COMPREHENSIVE LAND USE PLAN

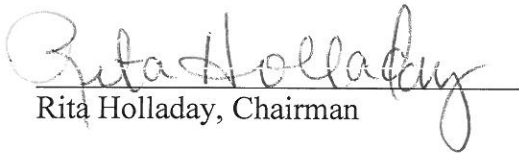
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

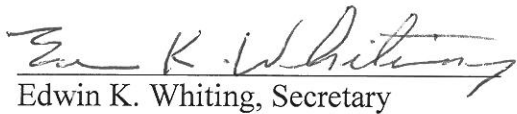
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on November 20, 2014;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of Ordinance 14-22 to adopt the text of the Farragut Comprehensive Land Use Plan Update, Chapter Three, Future Land Use Plan, Land Use Descriptions Section, Description 1, Mixed Use Town Center and the area identified on the Farragut Future Land Use Map as Mixed Use Town Center.

ADOPTED this 20th day of November, 2014.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 14-23, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section XXVII. Town Center District (TCD), N. 6., Area Regulations, Land Area, to change the minimum land area for development

BACKGROUND:

During the discussions with the planning commission related to the Mixed Use Town Center (MUTC), one suggestion that was initiated by the staff was to revisit the minimum land area requirement for a property to be considered for a rezoning to the Town Center District (TCD).

DISCUSSION:

When the TCD Zoning District was created in 2007 it was tailored to fit a concept plan that was being considered at that time for a large scale downtown style development on a large vacant tract adjacent to the Town Hall property. Consequently, as currently provided for in the zoning ordinance, the minimum lot size for a property to be considered for a TCD rezoning is fifteen (15) acres.

Unfortunately the large scale development of a downtown did not proceed and, since that time, the Transportation and Land Use Policy Plan that was approved in 2001 was updated as the Comprehensive Land Use Plan (CLUP). The CLUP was adopted by the planning commission in December of 2012 and included an area identified as MUTC that was a preferred location for a downtown.

Within the MUTC, there are a number of parcels that are smaller than 15 acres but that, as part of an incremental development of a downtown, would be good candidates for a rezoning to TCD. Consequently, the staff is proposing to encourage more flexibility with the TCD Zoning District by removing the 15 acre minimum lot size. The proposed minimum lot size would be one (1) acre like other commercial and office zoning districts.

RECOMMENDATION BY:

Similar to Ordinances 14-21 and 14-22, Ordinance 14-23 is consistent with both the CLUP and the Strategic Plan. In terms of the CLUP, Ordinance 14-23 would directly promote Strategy 1 – Bringing About a Downtown, Strategy 3 – Encouraging Greater Housing Choice, Strategy 7 – Enhancing our Identity, and Strategy 8 – Plan for Remaining Vacant Properties. In terms of the Strategic Plan, Ordinance 14-23 would promote Goal 2 – Strengthen the Local Economy, and Goal 4, Objectives 5 and 6, which encourage consistency with Town plans and more beautiful corridors and development.

At their meeting on November 20, 2014, the planning commission recommended 6-0-1 (one commissioner abstained) to approve Resolution PC-14-16 which recommends approval of Ordinance 14-23. The staff also recommends approval of Ordinance 14-23.

PROPOSED MOTION:

To approve Ordinance 14-23, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section XXVII. Town Center District (TCD), N. 6., Area Regulations, Land Area, to change the minimum land area for development.

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:	14-23
PREPARED BY:	Shipley
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	November 20, 2014
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 3. SPECIFIC DISTRICT REGULATIONS, SECTION XXVII. N. 6., TOWN CENTER DISTRICT (TCD), AREA REGULATIONS, LAND AREA., TO CHANGE THE MINIMUM LAND AREA FOR DEVELOPMENT

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3, Section XXVII.N.6., Town Center District (TCD), Area Regulations, Land Area, of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section XXVII.N.6., Town Center District (TCD), Area Regulations, Land Area, is amended by deleting it in its entirety and substituting in lieu thereof the following:

SECTION 2.

Chapter 3, Specific District Regulations, Section XXVII.N.6., Town Center District (TCD), Area Regulations, Land Area, is amended by inserting the following:

6. Land area. Minimum development size of one (1) acre.

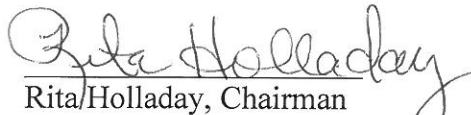
SECTION 3.

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

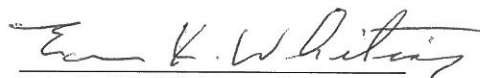
Dr. Ralph McGill, Mayor

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

RESOLUTION PC-14-16

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 3. SPECIFIC DISTRICT REGULATIONS, SECTION XXVII., TOWN CENTER DISTRICT (TCD), SUBSECTION N. 6., AREA REGULATIONS, LAND AREA., TO CHANGE THE MINIMUM LAND AREA FOR DEVELOPMENT

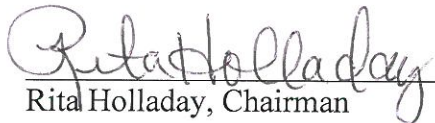
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

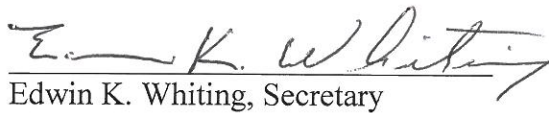
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on November 20, 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 14-23.

ADOPTED this 20th day of November, 2014.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 14-24, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section XXIII. Telecommunication Tower Overlay Zone (T)., C. 1., to limit the overlay in the Mixed Use Town Center area outlined in the Comprehensive Land Use Plan

BACKGROUND:

During the planning commission meetings related to the Mixed Use Town Center (MUTC), there was significant discussion concerning uses that would be appropriate for a MUTC. One use that was deemed inappropriate was a telecommunications tower. Consequently, as part of Ordinance 14-21 which involved amendments to the C-1 Zoning District, substations and telecommunication towers were specifically prohibited for properties zoned C-1 and that are within the MUTC. Ordinance 14-24 expands this objective and does not permit a rezoning to the Telecommunication Tower Overlay (T) Zoning District for any properties, not just those zoned C-1, within the MUTC.

DISCUSSION:

The area identified as MUTC in the Comprehensive Land Use Plan (CLUP) is fairly limited in size. Consequently, the impact of a new and potentially very visible use that would be incompatible with the development of a downtown could be significant. Currently, telecommunication towers are not permitted on properties zoned residential. Ordinance 14-24 expands this restriction to cover the relatively small MUTC area in order to promote Strategy 1 – Bringing About a Downtown - of the CLUP.

Included in your packet is the resolution and ordinance related to this amendment and a version of the amended language which illustrates where the proposed change has been made.

RECOMMENDATION BY:

Similar to Ordinances 14-21, 14-22, and 14-23, Ordinance 14-24 is consistent with both the CLUP and the Strategic Plan. In terms of the CLUP, Ordinance 14-24 would directly promote Strategy 1 – Bringing About a Downtown, Strategy 7 – Enhancing our Identity, and Strategy 8 – Plan for Remaining Vacant Properties. In terms of the Strategic Plan, Ordinance 14-24 would promote Goal 2 – Strengthen the Local Economy, and Goal 4, Objectives 5 and 6, which encourage consistency with Town plans and more beautiful corridors and development.

At their meeting on December 18, 2014, the planning commission recommended 8-0 to approve Resolution PC-14-17 which recommends approval of Ordinance 14-24. The staff also recommends approval of Ordinance 14-24.

PROPOSED MOTION:

To approve Ordinance 14-24, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section XXIII. Telecommunication Tower Overlay Zone (T)., C. 1., to limit the overlay in the Mixed Use Town Center area outlined in the Comprehensive Land Use Plan.

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:	14-24
PREPARED BY:	Shipley
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	December 18, 2014
PUBLIC HEARING:	
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 3. SPECIFIC DISTRICT REGULATIONS, SECTION XXIII., TELECOMMUNICATIONS TOWER OVERLAY ZONE (T), SUBSECTION C.1., MINIMUM DEVELOPMENT REQUIREMENTS, TO LIMIT THE OVERLAY IN THE MIXED USE TOWN CENTER AREA OUTLINED IN THE COMPREHENSIVE LAND USE PLAN

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3, Section XXIII.C.1., Telecommunications Tower Overlay Zone (T), Minimum Development Requirements, of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section XXIII.C.1., Telecommunications Tower Overlay Zone (T), Minimum Development Requirements, is amended by deleting it in its entirety and substituting in lieu thereof the following:

SECTION 2.

Chapter 3, Specific District Regulations, Section XXIII.C.1., Telecommunications Tower Overlay Zone (T), Minimum Development Requirements, is amended by inserting the following:

C. Minimum development requirements.

1. The overlay zone shall not be permitted in residentially zoned property or within the Mixed Use Town Center area as identified on the future land use map in the

Comprehensive Land Use Plan.

SECTION 3.

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 14-25, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), as it relates to the Mixed Use Town Center area outlined in the Comprehensive Land Use Plan

BACKGROUND:

When ordinance amendments related to the Mixed Use Town Center (MUTC) area were being formulated with the planning commission, it was mentioned by staff that the properties where the MUTC designation was established were currently zoned predominantly General Commercial (C-1). Consequently, Ordinance 14-21 was initially developed to address these C-1 properties and ensure that they would be developed and re-developed in a manner consistent with the MUTC as described in the Comprehensive Land Use Plan (CLUP).

DISCUSSION:

Though smaller in area, a portion of the MUTC is also currently zoned Planned Commercial Development District (PCD). Consequently, for consistency purposes, Ordinance 14-25 applies the use and design provisions established in Ordinance 14-21 for properties zoned C-1 to those properties zoned PCD. This language will help to advance the implementation of Strategy 1 of the CLUP – Bringing About a Downtown. Additionally, as part of Ordinance 14-25, some language in Sections B.5 and D.2.a., of the PCD provisions are being updated to reflect the latest adopted plans.

Included in the packet is the resolution and ordinance related to this amendment and a version of the amended language which illustrates where the proposed changes have been made.

RECOMMENDATION BY:

Similar to Ordinances 14-21, 14-22, 14-23, and 14-24, Ordinance 14-25 is consistent with both the CLUP and the Strategic Plan. In terms of the CLUP, Ordinance 14-25 would directly promote Strategy 1 – Bringing About a Downtown, Strategy 3 – Encouraging Greater Housing Choice, Strategy 7 – Enhancing our Identity, and Strategy 8 – Plan for Remaining Vacant Properties. In terms of the Strategic Plan, Ordinance 14-25 would promote Goal 2 – Strengthen the Local Economy, and Goal 4, Objectives 5 and 6, which encourage consistency with Town plans and more beautiful corridors and development.

At their meeting on December 18, 2014, the planning commission recommended 8-0 to approve Resolution PC-14-18 which recommends approval of Ordinance 14-25. The staff also recommends approval of Ordinance 14-25.

PROPOSED MOTION:

To approve Ordinance 14-25, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), as it relates to the Mixed Use Town Center area outlined in the Comprehensive Land Use Plan.

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:	14-25
PREPARED BY:	Shipley
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	December 18, 2014
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 3. SPECIFIC DISTRICT REGULATIONS, SECTION XXVI., PLANNED COMMERCIAL DEVELOPMENT DISTRICT (PCD), BY ADDING NEW REQUIREMENTS RELATED TO THE MIXED USE TOWN CENTER OUTLINED IN THE COMPREHENSIVE LAND USE PLAN

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3, Section XXVI. Planned Commercial Development District (PCD), of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section XXVI., Planned Commercial Development District (PCD), is amended by deleting it in its entirety and substituting in lieu thereof the following:

SECTION 2.

Chapter 3, Specific District Regulations, Section XXVI., Planned Commercial Development District (PCD), is amended by inserting the following:

- A. *General description.* The planned commercial development district (PCD) is established to encourage creative and resourceful projects for interrelated commercial and office uses unified by a Development Plan. The PCD district is intended to provide for variety and flexibility in design necessary to implement integrated planned commercial development projects. It is intended that the PCD district be established along streets having a designated

classification of arterial on the Farragut Major Road Plan or a street which directly accesses a street having a designated classification of arterial on the Farragut Major Road Plan.

B. *Objectives.* The Planned Commercial Development District (PCD) shall have the following characteristics:

1. *Open space.* Encourage ingenuity, creativity, and resourcefulness in land planning techniques by developing functional common open spaces.
2. *Sense of place.* Allow the design of commercial and office developments that are architecturally and environmentally innovative and that achieve more efficient use of land than is possible through the application of conventional zoning and subdivision standards.
3. *Protection of natural resources.* Ensure the conservation of the natural environment including trees, floodplains, sinkholes, wetlands, springs, streams, wet weather conveyances, endangered species habitat, steep slopes, rock formations, other unique topographic features, and historic features per federal, state, and the Town of Farragut's laws and/or ordinances. Protect geological resources such as groundwater, soils, and drainage areas.
4. *Efficient land use.* Encourage efficient use of land, street networks, utility locations, and parking.
5. *Compatibility and consistency.* Maintain compatibility with nearby development and consistency with the Farragut Comprehensive Land Use Plan Update, Pedestrian and Bicycle Plan, and all other adopted plans and ordinances of the Town of Farragut and any subsequent amendments.

C. *Minimum standards.*

1. *Land uses.*
 - a. Unless otherwise prohibited through the approved Development Plan, any use permitted within the commercial and office districts shall be allowed within the PCD district. Where a property is zoned PCD and is shown to be within the area identified as Mixed Use Town Center (MUTC) on the Future Land Use Map the use shall be permitted and comply as established in Chapter 3, Section XII.F.;
 - b. The total land area of the PCD shall be designed as a planned development and, for the purposes of building and parking lot setbacks and landscaping requirements, shall be treated as a single parcel/lot;
 - c. The development shall be designed in a manner that ensures compatibility with adjacent land uses; and
 - d. Traffic circulation shall not route traffic through adjacent residential areas.
2. *General conditions.* By acceptance of approval of the PCD zoning, the applicant agrees to the conditions set forth in this section as part of such approval. As part of the approval of the PCD district, the town may require the following:
 - a. Rearrangement of structures, open space, driveways, and parking areas;
 - b. Modification of density, setbacks, and buffering; and

c. Limitation of specific commercial uses.

3. *Area regulations.*

a. *Front yard.*

- 1) If the street is classified as an arterial or a major collector on the Major Road Plan, all buildings shall be setback from the nearest point of any right-of-way a minimum of forty (40) feet, except as provided for elsewhere in this ordinance or the Municipal Code;
- 2) If the street is classified as a minor collector or a local street on the Major Road Plan, all buildings shall be set back from the nearest point of any right-of-way a minimum of thirty (30) feet, except as provided for elsewhere in this ordinance or the Municipal Code;
- 3) If the street is classified as a local street on the Major Road Plan and is constructed as part of the approved Development Plan, all buildings shall be setback from the nearest point of any right-of-way a minimum of ten (10) feet. All other structures shall be set back from the nearest point of any right-of-way a minimum of twenty (20) feet, except as provided for elsewhere in this ordinance or the Municipal Code; and
- 4) Driveway aisles, accessways, parking lots, and other vehicular ways shall be setback a minimum of twenty (20) feet from all public right-of-ways and a perimeter parkway shall be maintained.

b. *Peripheral side and rear property lines.* All buildings shall be set back a minimum of thirty-five (35) feet from all peripheral side and rear property lines, except as provided for elsewhere in this ordinance of the Municipal Code. Any required buffer strip shall be included in the required peripheral structure setback.

c. *Buffer strips.*

- 1) There shall be a buffer strip a minimum of thirty-five (35) feet in width on all front property lines when the street adjacent to that front property line is classified as a local street on the Major Road Plan, is not constructed as part of the Development Plan, the property on the opposite side of the street is not part of the Development Plan, and the property on the opposite side of the street is zoned residential or agricultural;
- 2) There shall be a buffer strip a minimum of thirty-five (35) feet in width on all peripheral side and rear property lines when the abutting property is zoned residential or agriculture;
- 3) Existing, mature vegetation shall be preserved and incorporated into the buffer strip; and
- 4) Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.

d. *Maximum lot coverage.* Total lot coverage for the entire development—seventy (70) percent.

- e. *Land area.* Minimum development size of five (5) acres.
- f. *Minimum common open space.* A minimum of ten (10) percent of the gross land area of the development shall be reserved as common open space.
- 4. *Common open space ownership regulations.* Provision for the permanent ownership, operation, and maintenance of the common open space shall be provided by covenant, deed restriction, and/or easement. Ownership shall be a property owners association, land trust, or other legal authority.
- 5. *Height regulations.*
 - a. No building shall exceed three (3) stories, or forty-two (42) feet in height, except as provided for elsewhere in this ordinance of the Municipal Code; and
 - b. No accessory structure shall exceed fifteen (15) feet in height, except as provided for elsewhere in this ordinance or the Municipal Code.
- 6. *Street frontage.* All lots created as part of the development shall have a minimum of twenty-five (25) feet street frontage. Access to individual properties and establishments shall be restricted to shared access easements.
- 7. *Parking.* Parking requirements as defined in Chapter 4 shall serve as a guide only. All parking areas shall be shared parking easements for the total PCD development.
- 8. *Landscaping.* As regulated in Chapter 4. Requirements shall apply to the total PCD development.
- 9. *Outdoor site lighting.* As regulated in Chapter 4.
- 10. *Signs.* As regulated in the Farragut Municipal Code. Requirements shall apply to the total PCD development.
- 11. *Development controls.* As regulated in this ordinance, the Farragut Municipal Code, and the Farragut Subdivision Regulations.
- D. *Application for rezoning to Planned Commercial Development District (PCD).* The application for rezoning to PCD shall include a Development Plan, which shall consist of three (3) primary components:
 - 1. A survey of the total land area for consideration of rezoning.
 - 2. A written narrative statement describing the planned development shall include the following information:
 - a. A general statement of objectives to be achieved by the Planned Commercial Development District. This statement shall indicate the responsible person/entity for the development, indicate a description of the character of the proposed development, the market for which the development is oriented, and how the PCD district would be consistent with the Farragut Comprehensive Land Use Plan Update, Pedestrian and Bicycle Plan, and all other adopted plans and ordinances of the Town of Farragut and any subsequent amendments;
 - b. A statement describing the project phasing, including:

- 1) A development schedule indicating the phases in which the project will be built and the dates when construction of each phase can be expected to begin;
 - 2) A statement of the intended schedule for the selling or leasing of each phase of the project; and
 - 3) A description of how each phase shall be self-contained and self-sustaining with regard to access, traffic circulation, parking, utilities, common open spaces, and landscaping, as well as capable of substantial occupancy, operation, and maintenance upon completion of construction and development of each phase.
- c. A schedule by which the developer will complete all open space and landscaping features;
 - d. Quantitative data for site development standards including, but not limited to density, setbacks, maximum heights, proposed lot coverage of buildings, parking lots and other structures, parcel sizes, gross densities per acre, and total amount of common open space;
 - e. An explanation and construction schedule for the utility and infrastructure requirements of the Planned Commercial Development, including all utilities serving the site, surface water runoff, and other pertinent information;
 - f. A statement pertaining to any architectural and community design guidelines to provide information on building designs, orientations, styles, lighting plans, landscape plans, signs, etc.; and
 - g. Specific provisions, including appropriate legal forms, to assure the permanent ownership, operation, and maintenance of common open space, parking lots, accessways, etc. This can be achieved through covenant, deed restriction, easement, or ownership by a property owners association, land trust, or other legal authority.
3. *Concept master plan.* The concept master plan shall be of sufficient clarity and scale to accurately identify the location, nature, and character of the proposed total development. At a minimum, the concept master plan shall include the following information:
 - a. Site location map;
 - b. GIS topography of the site;
 - c. The approximate density, predominant species, general distribution of predominant species, and predominant level of maturity of trees within all tree covered area. Maturity levels shall be classified per the Tree Protection Ordinance;
 - d. All environmentally sensitive areas including but not limited to floodplains, sinkholes, wetlands, springs, streams, wet weather conveyances, endangered species habitat, steep slopes, rock formations, other unique topographic features, and historic features;
 - e. Sufficient information on the existing development within one hundred fifty (150) feet from the boundaries of the subject property to indicate their relationships with the proposed development related to land uses, lot lines, open space corridors,

vehicular and pedestrian circulation systems, environmentally sensitive areas, and other unique natural features of the landscape;

- f. General location of proposed buildings, including building uses;
- g. Boundaries of the total development, including all proposed interior property lines and boundaries for the proposed development phases;
- h. Location of existing and proposed public streets and access easements;
- i. Existing and proposed general vehicular circulation system including all points of access to the proposed development and existing driveways and intersections within the vicinity of the proposed points of access;
- j. Location of proposed off-street parking and loading facilities;
- k. Location of proposed internal and external alignments of existing and proposed sidewalks, bicycle and pedestrian facilities, and greenways/walking trails;
- l. Location of existing utilities;
- m. Proposed treatment of surface water runoff flow from and through the site;
- n. Specific locations and sizes of all areas to be reserved as common open space;
- o. Proposed landscaping plan;
- p. Proposed signage plan;
- q. Calculations of lot coverage for the total development; and
- r. Certification that all requirements of the Tree Protection, Sinkhole, Aquatic Buffer, and the Stormwater Ordinances can be met.

E. *Future modifications.*

1. *Revisions of plans after final approval.*

- a. If it becomes necessary for an approved concept plan or site plan to be changed, then the changes shall be defined as "minor" or "major" by the Town staff. If a proposed change, in the opinion of the Town staff will not substantially affect the terms of the original approval, then the change will be defined as "minor". Minor changes may be reviewed and approved by Town staff. If a proposed change, in the opinion of the Town staff, will substantially affect the terms of the original approval, then the change shall be defined as "major". Major changes require review and approval by the planning commission and the Board of Mayor and Aldermen. In both cases, full sets of revised site plans in accordance with the Town site plan submittal requirements along with a narrative describing the need for the changes shall be submitted.
- (1) *Minor Changes Defined.* Minor modifications are changes that do not substantially affect the character or intensity of the development, vehicular or pedestrian circulation, drainage patterns, the demand for public services, or the vulnerability to hazards. Town staff shall report any request defined as minor to the planning commission and Board of Mayor and Alderman. Examples of minor modifications include but are not limited to the following:

- (a) Adding or deleting parking spaces.
 - (b) Constructing additional stories that do not substantially affect other ordinance requirements of the development.
 - (c) An increase or decrease in floor space by no more than twenty-five (25) percent in the overall development that does not dramatically affect the other ordinance requirements, intent, and nature of the overall development.
 - (d) Re-occupancy of a building by a similar use permitted by the ordinance.
 - (e) Changes to building height/facade that do not add an additional floor.
 - (f) Additions or alterations to the landscape plan or landscape materials.
 - (g) Relocation or resizing of utility supply lines or service connections.
 - (h) Relocation or screening of utilities, HVAC equipment, transformers, or trash receptacles.
 - (i) Alterations to the internal parking layout of an off-street lot in which the total available spaces is unchanged.
- (2) *Major Modifications Defined.* Major modifications are changes that substantially affect the character or intensity of the use, vehicular or pedestrian circulation, drainage patterns, the demand for public services, or the vulnerability to hazards or natural terrain features. Examples of major modifications include but are not limited to the following:
- (a) Request for a variance.
 - (b) Construction of a new building or structure which will substantially affect the ordinance requirements of the development.
 - (c) Increase in the overall density of the development.
 - (d) Introduction or deletion of curb cuts into a public roadway.
2. Additional area may be added to an established Planned Commercial Development District if it adjoins and forms a logical addition to the approved development.
- a. The procedure for the addition of land to the PCD district shall be the same as if an original application was filed.
 - b. All requirements of the PCD district shall apply except for minimum lot area requirement.
- F. *Annual review.* To ensure continued progress toward completion, the approved Development Plan shall be submitted to the Farragut Municipal Planning Commission for annual review.

SECTION 3.

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

AGENDA NUMBER VII. A. MEETING DATE: January 8, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks and Leisure Services Director

SUBJECT: Approval of Public Recreation License Agreement with TVA

INTRODUCTION: The purpose of this agenda item is to approve a public recreation land use agreement with TVA for the portion of Anchor Park that is within TVA owned property (see attached map).

BACKGROUND: The Town of Farragut entered into an agreement on February 28, 1984 with TVA for a 30-year term easement agreement with TVA for a portion of the land now known as Anchor Park for the development of a public recreation area. That agreement expired in February 2014.

DISCUSSION: TVA is offering the Town of Farragut a Commercial/Public Recreation License Agreement for the use of the approximately 5.5 acres of land owned by TVA located within the boundaries of Anchor Park. This agreement has an estimated cost of \$1,500 which is used toward the administrative costs of processing this agreement. It is possible that the actual cost will be higher but this is a good faith estimate on the part of TVA. This license is a revocable agreement by either party within 30 days. The Town of Farragut will not revoke the license because state and federal grant monies have been used to develop the property so as far as changes made by the Town of Farragut this park must stay as public recreation land in perpetuity. It is unlikely that TVA would revoke the license because they are extremely supportive of public recreational opportunities offered on TVA owned land which is operated and maintained by local or county governments plus the majority of this property is not a buildable site due to the flood zones. The Town may, in the future, request another 30-year public recreation easement if necessary but the cost of this application would be a minimum \$9,000 and we will still need a license agreement in the meantime.

FINANCIAL SECTION:

Account Number: 110-41900-236

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenses to Date</u>	<u>Remaining Amount</u>
\$3,000	\$1,500	\$1,117.22	\$382.78

Approved By: A. Myers

STRATEGIC PLAN: Goal 1 – Objective 7: Well planned and well maintained Town facilities and infrastructure.

RECOMMENDATION BY: Sue Stuhl, Parks & Leisure Services Director.

PROPOSED MOTION: Approve the Public Recreation License Agreement with TVA for approximately 5.5 acres of land owned by TVA in Anchor Park.

BOARD ACTION:

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

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



TVA SENSITIVE INFORMATION
TENNESSEE VALLEY AUTHORITY

RESERVOIR LAND USE APPLICATION

The Tennessee Valley Authority (TVA) is the steward for public lands and shorelines in the Tennessee Valley pursuant to the TVA Act. To apply for use of TVA reservoir land, consult with staff in the Regional Watershed Office that serves the reservoir of your request. TVA staff will help determine the appropriate initial application fee rate. Submit your completed application with the appropriate initial fee to the regional office to start application review. Your request will be examined in relation to TVA's statutory and operational interests reservoir land management plans, and its current Land Policy as determined by the TVA Board of Directors. The review is subject to the National Environmental Policy Act (NEPA). Submitting an application and payment of the initial fee or other costs does NOT guarantee approval of your request.

TVA OFFICIAL USE ONLY

RLR No.: _____

Tract No. Assigned by Realty: _____

1. Name and Mailing Address of Applicant:

Town of Farragut

11408 Municipal Center Dr.

Farragut, Tennessee 37934

Telephone No. - Home: _____

Office: _____

Cell: _____

E-mail Address: _____

2. Name, Address, and Title of Authorized Agent: (i.e., builder, engineer) Include a letter confirming authorization.

Susan Stuhl, Parks and Rec Director

Telephone No. - Home: _____

Office: (865) 966-7057

Cell: _____

E-mail Address: sue.stuhl@townoffarragut.org

3. Location:

Attach a location map and a map showing boundaries of TVA land needed.

Subdivision: N/A

Subdivision Plat Lot No.: N/A

Tax Map & Parcel No.: N/A - TVA Tract FL-329, FL-254F

Reservoir: Fort Loudoun

River: Little Turkey Ck

River Mile: 0.5L

4. Type of Land Use and TVA Action Level:

Please contact your regional watershed office to help determine the appropriate level of TVA action needed.

Approval by TVA Regional Watershed Office:

☐ Land Use Permit

☒ License Agreement

☐ Sufferance Agreement

(For these requests, complete only sections 1-7 and 13)

Approval by TVA Board or CEO:

☐ Easement

☐ Deed Modification

☐ Lease (____ years needed)

☐ Abandonment

☐ Land Transfer

5. Proposed Time Schedule for your Project:

Start Date: May 2014

Projected Completion Date: July

6. Describe your project and its purpose and intended use:

Describe the proposed development, on or off TVA land. Include a general description of proposed structures to be erected and land disturbance, including vegetation removal, fills, and/or excavations. Attach a copy of detailed plans as appropriate.

Town of Farragut is requesting to continue to use area which has been under easement Tract #XTFL-119RE since 1984 for the benefit of the general public as a day use recreation area offering amenities to the general public. The area and use will be exactly the same as existing now and has been previously approved by TVA.

7. Will federal assistance be used as part of this project?

☐ Yes ☒ No If "yes", describe activity and complete Applicant Information Pre-Award Form.

Skip sections 8-12 and proceed to section 13 if your request requires approval by the Regional Watershed Office. Complete all sections (1 through 13) if your request requires approval by the TVA Board of Directors or TVA Chief Executive Officer. (Section 4)

8. Alternative Site(s) Considered: (Include justification for rejecting alternate locations; attach explanation if needed)

This is an existing site for renewal.

TVA SENSITIVE INFORMATION

9. Anticipated Economic Impacts of your Project:

- A. Projected cost estimate and funding source (if project is to be completed in phases, please include time schedule and costs for each phase):
continued benefit for the community
- B. Number of jobs to be created - Near-Term 0
(including construction) Long-Term 0
- C. Negative socioeconomic impacts considered:
none
- D. Expected public and investor benefits:
free public recreation opportunities

10. Describe Anticipated Environmental Impacts: (Include copies of reviews, assessments, or letters from federal or state agencies)

none due to the renewal of this agreement

11. List all permits, approvals, or certifications required by other federal, state, or local agencies: (Include those required for any structure, construction activity, discharge, or other activities described in this application. Attach copies)

Issuing Agency	Type of Approval	Identification Number	Date of Application	Date of Approval

12. Has any agency denied approval for the project described herein or any activity related to the project?

☒ No ☐ Yes (If "Yes", attach explanation)

13. AUTHORIZATION FOR TVA TO PROCESS YOUR APPLICATION:

Application is hereby made for approval of the land use described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. By submitting this request, I understand credit checks will be performed as part of the normal business procedure. Additional financial information may be requested.

PAYMENT TERMS: Payment for land use application processing fees, land transactions, and any related costs are due Net thirty (30) days from the date of invoice. On any overdue payment, TVA shall charge interest at the rate payable by TVA under the United States Prompt Payment Act (31 U.S.C. §§3901-3906) from the date payment is due until the date TVA receives payment. Payment of interest shall be due within thirty (30) days after TVA's invoice for such interest is dated. Failure by the Applicant to pay all invoices within sixty (60) days will result in termination of the request.

I understand TVA charges an initial application fee that is appropriate to the type of request, and that full cost recovery is required for certain actions. I understand and agree to pay all of TVA's costs associated with the processing of this application. Upon receipt of a complete application and the appropriate initial application fee, TVA will initiate a review of my land use request. I understand TVA will invoice me monthly for any review processing costs that exceed the initial application fee. Upon completion of the draft instrument, a standard closing cost fee, if applicable, will be assessed for deed execution, mailing, and filing. Payment of any fee does not guarantee TVA approval. TVA may impose terms and conditions at the time of the approval. The processing fees are in addition to any payment required for the purchase or use of the TVA land. Any unused portion of the initial processing fee will be refunded.

Date

Signature of Applicant

FOR TVA USE ONLY

Date Application & Fee Received	BSR Initials	Date PL ready to request shortcode	Project Lead Initials	Date of Manager Concurrence	Manager Signature

TVA RESTRICTED INFORMATION

OMB No. 3316-0060
Exp. Date 08/31/2016Section 26a Permit and Land Use Application
Applicant Disclosure Form

By signing the Joint Application Form (Department of Army/TVA) or TVA's Land Use Application and again below, you agree to disclose any business, political, or financial interest that may present an actual or potential conflict of interest with TVA. If a new significant business, political, or financial interest is obtained during the period of the time that the application is under review, you agree to file an additional disclosure.

Disclose if any of the following apply to you (check all that apply ☒). I am:

- ☐ An elected government official
- ☐ A policy making level employee of an entity that regulates TVA or its activities
- ☐ A management level employee of a power customer of TVA
- ☐ A TVA Director
- ☐ A TVA employee
- ☐ An immediate family member of one of the above
- ☐ A representative of a corporation or entity submitting an application and one of the above applies to me. Print entity or corporation name, and identify which of the above applies to you.
- _____
- _____
- ☐ A representative of a corporation or entity submitting an application and the corporation or entity has partners, investors, or senior management that are one of the above. Print entity or corporation name, and identify the partner(s), investor(s), or senior manager(s) and which of the above applies.
- _____
- _____
- ☐ None of the above

Do you have any other business or personal relationships not covered in your answers above that could appear to be a conflict of interest? (check one) Yes ☐ No ☐ If yes, provide more detail here.

By signing this form, you consent to this Applicant Disclosure Form being made available to the public in response to an appropriate request, including, without limitation, a request made under the Freedom of Information Act.

Please sign and return this form with your application package. Your application cannot be processed without receipt of this signed form.

Name of applicant (Printed)

Signature of Applicant

Date

All applications and communications that occur as part of the application process may be made public to the extent permitted by applicable law, including the Freedom of Information Act and the Privacy Act, and could be reviewed formally by the Office of Inspector General (OIG). All written correspondence regarding your request may be forwarded to the TVA Chief Ethics and Compliance Officer (CECO) and the OIG, and all oral communication between TVA and the applicant regarding this request may be documented and maintained by TVA. Inquiries concerning your application from any person who falls into one of the categories described above will be disclosed to the CECO and OIG.

Privacy Act Statement

This information is being requested in accordance with Sections 4(k), 15d, 26a, and/or 31 of the TVA Act; 40 U.S.C. § 1314; 30 U.S.C. § 185; 16 U.S.C. § 667b; and/or 40 U.S.C. § 483. Disclosure of the information requested is voluntary; however, failure to provide any required information or documents may result in a delay in processing your application or in your application being denied. An application that is not complete will be returned for additional information. TVA uses this information to assess the impact of the proposed project on TVA programs and the environment and to determine if the project can be approved. Information in the application is made a matter of public record through issuance of a public notice if warranted. Routine uses of this information include providing to federal, state, or local agencies, and to consultants, contractors, etc., for use in program evaluations, studies, or other matters involving support services to the program; to respond to a congressional inquiry concerning the application or the applicable program; and for oversight or similar purposes, corrective action, litigation, or law enforcement.

Commercial/Public Recreation License Agreement

Contract (RLR) No. _____

Tract No. FL-329, FL-254F

A. Date Agreement Signed: _____ B. Period of Occupancy to begin: February 28, 2014

C. Name of Licensee: Town of Farragut Email: sue.stuhl@townoffarragut.org

Address: 11408 Municipal Center Dr. Phone: (865) 966-7057

City, State, Zip: Farragut, Tennessee 37934 Alternate Phone: _____

D. Licensee is a: ☒ Government ☐ Corporation ☐ Partnership ☐ Individual
☒ Local ☐ State ☐ Federal ☐ Public ☐ Commercial

E. Description and Location of Premises:

Anchor Park Recreational Area is located on Fort Loudoun Reservoir on the Little Turkey Creek Mile 0.5L (Tennessee River Mile 616.4R, Map 17D, in Knox County, Tennessee. The licensed premises includes approximately 5.5 acres of TVA retained land and fee-owned shoreline covering portions of FL-329 and FL-254F. The tracts and licensed area are shown on the attached Exhibit Maps A, B, and C.

F. License Area: Reservoir Fort Loudoun
Land (Acres) 5.5 Harbor Limits (Acres) N/A Harbor Limits Rent Area (Acres) N/A

G. Number of campsites: N/A No. of linear feet of marginal strip shoreline: N/A

H. County: Knox Market Designation: ☐ Rural ☐ Micro ☐ Metro

I. Flood Risk Profile or 500-year flood elevation: 820

J. Permitted use of premises (continue on attachment if needed):

Town of Farragut is permitted to use this area for the benefit of the general public as a day use recreational area. Town of Farragut will provide grounds/facilities maintenance, trash removal, and general law enforcement. Facilities must be operated by the Town and not sub-licensed to private or individual interests. Premises and facilities must be available to all member of the general public at all times. No residential, industrial, or commercial use is allowed.

K. Rent Method: ☐ Percent of Gross Revenues (PGR) ☐ Market Value (MV) Assessed value \$ N/A
First year minimum rent amount \$ N/A See Exhibit C, Payment Table for Details

L. Rent Due Dates (Payable in Advance), (See Exhibit C, Payment Table): ☐ Quarterly ☐ Annual

M. Minimum Rent Amount \$ N/A Per N/A Beginning N/S

N. Payment for initial period due at signing: \$ N/A (see Exhibit C, Payment Table)

O. Security Instrument Type: ☐ Letter of Credit ☐ Cash Deposit ☐ Other Amount \$ N/A

P. Liability Insurance Amount: \$ 1,000,000 per occurrence Provide by: January 1, 2015

Commercial/Public Recreation License Agreement

Q. TVA Designated Representative: Keri Chartrand, Recreation Agreement Specialist

Address: 260 Interchange Park Drive Lenoir City, Tennessee 37772

Telephone: 865-632-1308

Email: kjohnson@tva.gov

This agreement, made and entered into as of the date first written above, by and between TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"), a corporation created by the Tennessee Valley Authority Act of 1933, and the party described in Section C above (hereinafter called "Licensee"), whose address is described in Section C above.

WITNESSETH

In consideration of the mutual provisions hereinafter stated, the parties hereto agree as follows:

1. TVA hereby grants to the Licensee a license to occupy and use, subject to all of the terms and conditions hereinafter stated, the premises described in Section E above for the purposes described in Section J above during the term of this agreement. Said premises are more specifically identified on the attached Exhibits A and B.
2. In all matters relating to this license, the TVA designated representative, whose name and address appear in Section Q above, shall act for TVA, unless or until TVA shall designate a different representative or address.
3. The Licensee shall have the right, upon receipt of TVA's written approval of Licensee's plans, to dig; excavate; install pipe, wires and poles; cut, trim, and clear trees and brush; and destroy or otherwise dispose of such trees and brush and other obstructions, but only to the extent reasonable necessary to the occupancy and use of the premises for the purpose for which this license is granted.
4. The Licensee shall maintain the premises in as good condition as they were in when first entered upon pursuant to this license, ordinary wear and tear excepted, and damage caused by acts of God, civil commotion, or negligence of TVA excepted. If the Licensee shall fail to restore the premises to their original condition and to make any repairs or replacements required by this article, TVA may make such repairs or replacements, and in that event the Licensee shall reimburse TVA the full cost thereof within thirty (30) days after notice of payment therefor.
5. Either party may terminate this agreement at any time without regard to payment periods, by giving written notice to the other, specifying the date of termination, such notice to be given not less than 30 days before the date of termination. Any notice mailed, addressed to the Licensee at the address indicated herein, or delivered to the Licensee shall be notice hereunder by TVA. Any notice mailed or delivered to the TVA designated representative at the address indicated herein, unless and until TVA shall designate a different representative or address, shall be notice hereunder by the Licensee.
6. The Licensee shall have the right, during the period of this agreement, to make improvements, erect structures and install equipment in or upon the premises, only upon receipt of advance written approval from TVA's designated representative in Section Q above or designee, which approval is at TVA's sole discretion and need not be given. Such structures and equipment so placed in or upon or attached to the said premises shall be and remain the property of the Licensee and may be removed therefrom by the Licensee at any time prior to any termination of this agreement and within thirty (30) days after any termination of this agreement; provided that the Licensee shall, upon the removal of said structures and equipment, promptly repair any damage to the premises resulting from the erection, installation, or removal of said structures and equipment. Failure to remove such structures and equipment within thirty (30) days after any termination of this agreement shall constitute an abandonment of such structures and equipment, and TVA may retain such structures and equipment as its own or remove them at Licensee's expense. All property, structures, and equipment of the Licensee placed in or upon or attached to the premises shall be at the sole risk of the Licensee. No fill material may be placed on or removed from the premises without advance written approval from TVA's designated representative, which approval is at TVA's sole discretion and need not be given.

Commercial/Public Recreation License Agreement

7. The Licensee shall not, during its occupancy and use of the premises, reconstruct, relocate, or structurally alter any structure or fixed improvement upon the premises, unless such reconstruction, relocation, or structural alteration is made with the prior written approval of TVA, which approval is at TVA's sole discretion and need not be given.
8. TVA reserves the right to enter upon the premises for the purpose of inspecting the premises, conducting any operations or programs upon the premises that will not interfere with the continued use of the premises by the Licensee under the terms of this agreement, and going to and from any lands of TVA which adjoin the premises.
9. The Licensee's occupancy and use of the premises covered by this agreement are subject to, and the Licensee shall comply with, all applicable laws and governmental regulations and all rules and regulations prescribed by TVA with respect thereto. The Licensee shall promptly pay all ad valorem taxes which lawfully may be imposed upon its property on the premises.
10. All land-disturbing activities shall be conducted by the Licensee in accordance with best management practices to control erosion and sedimentation so as to prevent adverse water quality and related aquatic impacts in order to meet the requirements of Section 208 of the Clean Water Act and implementing regulations. Such practices shall be consistent with sound engineering and construction principles; applicable Federal, State, and local statutes, regulations, or ordinances; and proven techniques for controlling erosion and sedimentation. The Licensee shall do all in its power to prevent and suppress forest and grass fires upon or in the vicinity of the premises. The Licensee shall keep the premises at all times in a clean and sanitary condition. Licensee shall not permit or suffer any offensive or illegal activity on or use of the premises.
11. Licensee will control all emissions of pollutants that might be discharged or released directly or indirectly into the atmosphere, into any stream, lake, reservoir, watercourse, or surface or subterranean waters, or into or on the ground from any part of the premises, in full compliance with all applicable standards and requirements relating to pollution control of any kind now in effect or hereafter established by or pursuant to federal, state, or local statutes, ordinances, codes or regulations. Licensee shall indemnify, defend, and hold harmless USA and TVA from any and all claims, costs, or losses that may arise as a result of Licensee's breach of this provision. If there is a discharge or release of a hazardous substance, material or waste, or of any pollutant or other substance, in or from the premises by any person or entity other than TVA for which cleanup, remediation, restoration, removal, or other action (hereinafter, individually and collectively, referred to as "environmental response") is ordered or required pursuant to any federal, state, or local statute, regulation, or ordinance (including, without limitation, discharges or releases which spread or move in whole or in part beyond the premises to other areas owned by TVA), Licensee shall bear full responsibility for the cost (including, without limitation, natural resources damages and costs) of said environmental response, and shall not seek any contribution or indemnification from TVA for all or any portion of said costs; provided, however, that nothing in this paragraph is intended to or shall preclude Licensee from seeking indemnification or contribution from any other person or entity, and provided further that nothing herein shall create any rights in or be enforceable by any person or entity other than TVA, or its successors and assigns. No watercraft or floating structure equipped with a marine sanitation device (MSD) shall be moored in the licensed premises unless such MSD is in compliance with all applicable statutes and regulations.
12. The Licensee agrees to fully indemnify and hold the United States of America, TVA and its directors, officers, agents, and employees, harmless from and against any and all claims, demands, liability, losses, damage, costs, or expenses (including attorney's fees and other costs of defense), of any nature or kind whatsoever, arising out of or otherwise resulting from the Licensee's activities on the premises or the condition or use of the premises covered by this agreement, except liability for personal injuries, property damage, or loss of life or property caused by the sole negligence of TVA, its directors, officers, agents, or employees.
13. No assignment of this agreement or any interest herein shall be made or granted by Licensee without the prior written consent of TVA, which consent is at TVA's sole discretion and need not be given. For public entities such as cities, counties and states, refer to Paragraph 36 for further requirements. Licensee shall immediately notify TVA upon any sale, transfer, or conveyance, in whole or in part, of the private land currently owned by Licensee, if any, which adjoins the licensed premises. Any such whole or partial sale, transfer, or conveyance could result in certain changes to the terms and conditions of this license (e.g., size of harbor limits) or the termination of this license, depending upon the circumstances of such sale, transfer, or conveyance.

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14. The Licensee agrees that it does not, and shall not, claim at any time any interest or estate of any kind or extent whatsoever in the premises, by virtue of this license or its occupancy or use hereunder. Licensee further agrees that it will display and maintain a sign as provided or required by TVA at a location on the premises identified by TVA to remind the public that the premises are public land for commercial recreation.
15. TVA does not warrant or represent that the premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this agreement.
16. No member of or delegate to Congress or Resident Commissioner or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of this agreement or to any benefit that might arise therefrom, unless it be made with a corporation for its general benefit; nor shall the Licensee offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 5 C.F.R. Part 2635. Breach of this provision shall constitute a material breach of this agreement, and TVA shall have the right to exercise all remedies provided in this agreement or at law.
17. Any relocation or adjustment of Licensee's equipment or related facilities necessitated by TVA's activities during the term of this license shall be performed at the sole expense of the Licensee.
18. Licensee shall pay TVA interest, at a rate payable by TVA under Prompt Payment Act (31 U.S.C 3901-3906), on any overdue amount. Interest shall run from the date payment is due under this license until the date TVA receives payment or the date the remittance is postmarked, whichever is earlier. In addition to the interest charge for late payment, Licensee shall pay TVA an administrative fee currently fixed at Twenty-five Dollars (\$25) as a result of such late payment. Payment of interest and the administrative fee shall be due thirty (30) day after the date of TVA's invoice for said payment. Failure to make any payment as required by this license shall be basis for termination.
19. The Native American Graves Protection and Repatriation Act and the Archaeological Resources Protection Act apply to archaeological resources located on the premises. Licensee shall not disturb or alter in any way the existing state of any archaeological sites, human remains, funerary objects, sacred objects, objects of cultural patrimony, or any other archaeological resources which may be discovered or identified on or under the premises. Upon the discovery of any such items, Licensee shall immediately stop all activity in the area of the discovery, make a reasonable effort to protect such items, and notify TVA's Cultural Compliance Staff by telephone at (865) 632-3660, or the Environmental Information Center (EIC) at (800)882-5263 and shall also send written notification of such discovery to TVA, Cultural Compliance, 400 W. Summit Hill Ave., WT 11A, Knoxville, TN 37902. Work may not be resumed in the area of discovery until approved by TVA.
20. No person shall, on the grounds of race, color, religion, sex, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be subjected to any discrimination under any program activity carried out by the Licensee utilizing benefits or assets obtained by reason of the license. In conducting such programs and activities, the Licensee shall comply with applicable Federal laws, regulations, and Executive Orders together with any further amendments thereto.
21. Without limiting any obligations or liabilities under this agreement, the Licensee shall, at its own expense, provide and maintain in effect throughout the term of this agreement Commercial General Liability Insurance, occurrence form, with bodily injury and property damage combined single limits of at least the amount specified in Section P above. The policy or policies of insurance shall be written by insurance company or companies which shall be rated A or better by A.M. Best Company and are licensed to do business in the state given in Section E above, or are an accepted surplus lines carrier. The insurance carrier or carriers and form of policies shall be subject to TVA's acceptance.

The Licensee shall require its insurers to amend its Commercial General Liability and if applicable, Umbrella or Excess Liability policies to provide that:

- a) TVA, the U.S., their directors, officers, agents, and employees are Additional Insureds under this policy; and
- b) It states that it is primary, noncontributory insurance; and
- c) It includes an insurer's waiver of rights of subrogation in favor of TVA, the U.S., their directors, officers, agents and employees; and
- d) It contains a cross liability or severability of interest clause; and

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- e) It states the policy may not be canceled, non-renewed, or materially changed by the insurer without giving thirty (30) days prior written notice to TVA (except that notice of cancellation for nonpayment of premium may be ten (10) days).

Prior to beginning operations under this agreement, Licensee shall cause its insurers or agents to provide TVA with an annual Certificate of Insurance evidencing the policies and endorsements above. Failure by the Licensee to provide and maintain current, valid certificates of insurance throughout the agreement shall be material breach of the agreement for which TVA may exercise any rights or remedies it may have under the agreement or by law. If requested by TVA, the Licensee shall promptly provide or cause its agents to provide a certified copy of the insurance policy.

Licensee will promptly notify TVA of any accidents on and/or damage to the licensed premises or the facilities thereon. TVA may require the Licensee at any time to obtain and maintain increased minimum amounts of insurance coverage to the extent it reasonably believes such increased minimum amounts of insurance coverage are necessary in accordance with standard insurance industry practice or to cover changes caused by inflation.

- 22. TVA shall not be liable to Licensee by reason of any injury to person or property or for loss of life, property, or other interests suffered or sustained in, upon, or about any of the premises as a result of TVA operations or other activities. TVA reserves the right to manipulate the levels of any of its reservoirs in any manner whatsoever, and to drawdown said reservoirs at any time.
- 23. Licensee shall be responsible for maintaining supervision over the premises sufficient to control and secure the premises. As between Licensor and Licensee, Licensee shall be solely responsible for contacting appropriate local, state or federal officials to handle law enforcement matters; provided, however, nothing herein shall be construed to diminish the police powers of appropriate TVA officials.
- 24. Licensee shall be solely responsible for the costs of management, maintenance, repairs, or equipment for operation of the commercial recreation development.
- 25. When developing recreational facilities on TVA land (existing facilities upgrades, expansion or new construction beyond annual operations and maintenance) which are intended to be available commercially to the public, licensee is required by law to meet Americans with Disabilities Act Accessibility Guidelines requirements as outlined at <http://www.ada.gov/>.
- 26. This agreement in no way constitutes approval by TVA, within the meaning of Section 26a of the Tennessee Valley Authority Act of 1933, of any structures, utilities, or facilities constructed or to be constructed hereunder. The Licensee will not construct any structures, utilities, or facilities for which approval is required under said Section 26a (in the water or on the adjacent shoreline) until plans for such structure, utility, or facility have been submitted to TVA for approval in accordance with established procedures.
- 27. In order to ensure that Licensee fulfills its rental payment obligation hereunder and its obligation to leave the licensed premises in a clean, orderly and sanitary condition and repair damage resulting from the removal of improvements, structures, or equipment upon termination of this license, Licensee shall (1) procure and maintain in effect for a term ending not less than 7 months after termination of this license an irrevocable letter of credit in the full amount of no less than the amount shown in Section O, above naming TVA as the sole beneficiary in a form and with a financial institution acceptable to TVA or (2) deliver to TVA a cash deposit in the full amount of no less than the amount shown in Section O above; provided, however, that TVA may, in its sole discretion, at any time with thirty (30) days' notice to Licensee, increase the required amount of the letter of credit or cash deposit to take into account higher anticipated costs of cleanup and restoration due to economic growth, additional development on the licensed premises, inflation, or other factors. Licensee shall provide to TVA documentation satisfactory to TVA as evidence that the required letter of credit or cash deposit has been procured and will remain in effect in accordance with the provisions hereof. Further, when requested for security assurance purposes, Licensee shall provide to TVA complete financial information (i.e., audited financial statements including balance sheets, income statements, cash flow statements and notes if a company or corporation, or tax returns if an individual or signed Release of Information Form) within 60 days for the preceding calendar year. In its sole discretion, TVA may waive the requirement for a letter of credit or cash deposit based on Licensee's financial condition, and such waiver may be rescinded at any time TVA determines that Licensee's financial condition is not sufficient to justify such waiver.

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28. Any facilities or equipment subject to damage by inundation will be located above or flood proofed to the TVA Flood Risk Profile (FRP) or 500-year flood elevation (whichever is applicable) as identified in Section I above. Electric power installations must have a cutoff above the FRP or 500-year flood elevation and be accessible during flood events. Electric service shall comply with the National Electric Code Standards. By May 1 of the year following the five year anniversary of this license from the date in Section A above and each five years thereafter, Licensee shall provide written confirmation from a licensed electrician confirming such compliance to current National Electric Code Standards. Licensee shall be responsible for all utilities and damage deposits for security lights, water, electricity, and telephone services to the premises.

In the event of an emergency situation related to the provision of any utility, as determined by a certified or licensed professional, TVA may provide notice of such emergency to Licensee. Licensee shall effect the cessation of service of the affected utility within twenty-four (24) hours of receipt of such notice. If Licensee fails to effect the cessation of service of the affected utility within 24 hours of receipt of TVA notice, TVA may enter the licensed premises to effect the cessation of service and, if necessary, secure the relevant utility cutoff. Licensee shall promptly resolve the emergency situation to the satisfaction of the certified or licensed professional and shall not pursue resumption of service of the affected utility until such emergency situation is resolved.

29. Licensee may be required, at TVA's discretion, to remove non-permitted structures from the land or reservoir. Licensee must meet its obligation to keep the license area in a clean, orderly and sanitary condition and repair any damage resulting from removal of unpermitted structures.

In addition to the above, the following items **WHICH HAVE BEEN CHECKED (X)** also apply:

- ☐ 30. The Licensee shall have the right to pass and re-pass over existing access roads of TVA not included in the licensed premises in going to and from said premises. Such existing access roads will be designated by TVA in this license. In the event that the Licensee shall require additional access roads in going to and from the licensed premises, the Licensee may construct, at its own expense, such additional access roads, but such additional access roads may not be constructed in locations other than those designated by TVA. Access roads so constructed by the Licensee shall be maintained in usable condition by the Licensee during the period of use thereof by the Licensee.
- ☐ 31. TVA provides for camping opportunities on its public lands through land agreements to commercial and public operators. It is TVA's intention to allow operators flexibility in their business operations while ensuring that the campgrounds are not used for residential purposes.

These length-of-stay requirements apply only to operations on TVA land.

Length-of-Stay Limitations for Commercial and Public Campgrounds Using TVA Property

Campgrounds must be closed and all campsites completely vacated for 14 consecutive days per 12-month period. Camping units can be stored onsite at a parking lot or an open field during this closure period. TVA must have the opportunity to inspect the campground for compliance during this closure period. The 14-day period cannot be December 20 through January 4 unless approved by TVA. A waiting list, lottery system, combination of both, or other TVA-approved method must be utilized to allocate seasonal campsites when the campground reopens after closure.

Short-Term Sites

Short-term sites (stays of 21 days or less) must be at least 5% of the total number of sites at commercial campgrounds (i.e., 5% x 80 total sites = 4; therefore, the minimum number of short-term sites is 4). For campgrounds under recreation agreements to public entities, the short-term sites must be 25% of the total number of sites.

After a camping unit or individual(s) has occupied a short-term site for a maximum of 21 days and if the owner(s) or individual(s) desires to continue camping at the respective campground, the camping unit and individual(s) must either (1) move to an available seasonal site or (2) move to a different short-term site. Individuals cannot make reservations or be on a waiting list for another short-term recreation site as long as they are currently occupying a short-term site. Occupying a campsite means that the individual's camping unit is positioned on a campsite. The intent is to allow camping units on a short-term site to move to a different site if there are sites available on the 21st day rather than requiring the camper to leave the campground.

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Seasonal Sites

Seasonal sites (stays of up to 11½ months) shall be limited to 95% of the total number of sites at commercial campgrounds (i.e., 95% x 60 total campsites = 57 sites). For campgrounds under recreation agreements to public entities, the seasonal sites are limited to 75% of the total number of sites.

Seasonal sites shall be rented based upon a well-defined and written procedure for executing a waiting list, lottery, combination of the two, or similar method approved by TVA where each member of the public has an opportunity to rent a campsite. Once all campsites are rented, a waiting list shall be kept to fill campsites when they become vacant. The procedure for renting seasonal sites shall be provided to the public by posting on a public bulletin board, on the campground website, or in a local news publication. Copies of the procedure must be provided to renters and the public on demand. If using a lottery, a lottery entry card should be used, and the camping unit identification number or description (for example, RV vehicle identification number (VIN)/tag number, tent brand, size, or color) and individual's name shall be used as the basis for entry rather than only one or the other. Only one lottery card per group (all individuals planning to stay at campsite) and camping unit per lottery drawing is allowed. The operator should keep sufficient records to document compliance and prevent individuals from taking unfair advantage of the selection system. The operator should take sufficient measures to prevent abuse and to ensure all members of the camping public have an opportunity to rent campsites. Current campers cannot be placed on any waiting list until they completely vacate the campsite. Campsites are not transferrable by campers. If an individual/camping unit gives up a campsite or sells their camping unit, then the next entry on the waiting list is to be offered the subject campsite.

If a camping unit sells while at a campsite, the camping unit must be moved from that site. If there is a waiting list, then the next person on the list is eligible for the site. If there are other open sites in the campground, the sold camping unit can occupy one of those sites. The campground operator controls the use of the campsite and not the campsite user.

Residential Use Prohibited

The campground operator shall monitor use of campsites, keep records, and ensure the campground use is recreational in nature and not residential. The following, without limitation, are considered evidence of residential use:

1. delivery of mail to individual campers or campsites
2. private mail boxes
3. boarding of city/county school buses
4. ownership of wooden decks and landings other than those owned by the operator
5. use of liquid propane tanks greater than 50 gallons in size and not an integral manufactured component of a camping unit
6. use of campground address for such things as drivers license or voter registration
7. occupying the same campsite for more than 11½ months in any 12-month consecutive period (unless by exception and approved in writing by TVA)
8. similar type uses

The operator is responsible for preventing residential use. Residential use will be grounds for termination of the agreement.

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Evacuation Plan

The operator shall develop and submit an evacuation plan to the local Emergency Management Agency and provide a copy of such plan to TVA (address provided in agreement). The evacuation plan should cover flooding, fires, inclement weather, and other types of emergencies. The plan should also cover all campsites on TVA land, including those above the Flood Risk Profile or 500-Year Flood elevation. All power installations must have a cutoff switch located above the Flood Risk Profile or 500-Year Flood elevation. The campground operator is responsible for monitoring weather reports, the TVA website, local Emergency Management Agency information, and other sources of information during potential emergency situations, including flood events. The operator is responsible for having access to equipment and capability to remove all camping units below the Flood Risk Profile or 500-Year Flood elevation within a 24-hour period and ensuring all camping units remain truly mobile and ready for highway use. This means the camping unit is on its wheels or jacking system, is attached to the site only by quick disconnect-type utilities and security devices, and has no permanently attached additions, connections, foundations, porches, or similar structures. The operator shall not leave any camping units below the Flood Risk Profile or 500-Year Flood elevation unattended for more than 24 hours at a time from November 1 to March 31.

Roofs, Decks, Porches, Fences, and Landings

Roofs over camping units of any type (wooden, metal, other) are not allowed.

Concrete landings adjacent to the campsites, with maximum dimensions 14 feet x 24 feet, owned by the operator are allowable with prior written approval by TVA. Concrete landings are preferable to wooden landings or decks. TVA will also review requests for combination concrete pads (where camping unit is parked) and landing (area adjacent to unit) of any size.

Wooden decks or landings, no greater than 14 feet x 24 feet, owned by the operator are allowable with prior written approval by TVA and should be constructed for individual campsites to meet the topographical conditions. Railings shall not be more than 36-inches high. The floor height of the deck should be no higher than 24 inches on the lower end and as needed on the high end due to topography.

All pads, decks, and landings must be approved by TVA before construction.

Package canopies/covers, which can be set up and taken down quickly (typically carried by hand and assembled/disassembled in 20 minutes or less), are allowed on the decks or landings as sun shields.

Equipment sheds owned by individual campers are not allowed. The operator may provide storage units or spaces at common locations if permitted in advance by TVA. No appliances intended for indoor use are to be located outside the camping units. Satellite dishes may be attached to campers, free standing, or temporarily attached to the deck. Satellite dishes may not be attached to trees.

Fences are not allowed.

Annual Operating Plan

By March 16 of each year, the campground operator shall submit to TVA an Annual Operating Plan. The Plan shall include:

1. an accurate map of the campground identifying the campsites and associated facilities (boat ramps, playgrounds, dump stations, etc.)
2. a chart listing which sites are short-term sites and which are seasonal sites
3. a price list (to include all services)
4. how reservoir elevation information will be monitored during flood events (TVA website, visual observation, etc.)
5. a description of how camping units below the Flood Risk Profile/500-Year Flood elevation would be removed within 24 hours during a flood event
6. name and address of local Emergency Management Agency (EMA) Director and Power Distributor and written paragraph acknowledging date and time that the operator communicated evacuation plan to the EMA

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7. names, addresses, and phone numbers of principal employees/contractors and their responsibilities
8. dates of camping season and hours of operation, including any period the campground will be closed and dates power and water would be shut off and returned to service
9. available information regarding respective campsites and occupancy rates for the previous calendar year
10. signed statement indicating compliance with restrictions against residential use
11. written report of the operator's personal compliance inspection of campground for previous calendar year
12. a copy of the campground evacuation plan including any revisions
13. other items the operator desires to provide or as requested by TVA

Documentation

If requested by TVA, the operator must provide copies of waiting lists, current occupants, lottery results, registration information, current and former reservation lists, and other camper occupancy and application information within 7 days.

- ☐ 32. Licensee's facilities located on the water shall remain within approved harbor limits at both winter and summer pool elevations as specified in the applicable Section 26a permit. Movement outside approved harbor limits in cases of extreme conditions such as drought or drawdown of the reservoir for maintenance of the dam may be permitted with TVA's prior written approval, which approval shall be at TVA's sole discretion and need not be given.
- ☐ 33. Watercraft docked on TVA property cannot be used as a person's residence or domicile. Residential use of marina facilities is prohibited. See Paragraph 31 for prohibited residential uses.
- ☐ 34. Non-navigable houseboats or boathouses shall not be permitted to be moored at the licensed premises or in the adjacent waters.
- ☐ 35. Licensee or TVA can terminate a slip agreement at any time for any reason. No long term interest in a particular slip may be given or "sold." Reference the associated 26a permit.
- ☒ 36. Licensee is a public entity: a local, federal, or state government, whose purpose is to provide recreation facilities for the benefit of its citizens. Licensee is considered the operator of the recreation facility. As stated in Paragraph 13, no assignment of this agreement or any interest herein shall be made or granted by Licensee without the prior written consent of TVA. Licensee shall not sublease or provide agreements for commercial operators to use the property. This requirement does not apply to contractors or concessionaires who are hired to provide specific services to assist the public entity in operations.

As a public entity, Licensee may self-insure all of its requirements under Paragraph 21. However, Licensee agrees that nothing diminishes Licensee's responsibilities to TVA that would have otherwise been covered by the required insurance if and as such were provided by third-party insurers. Licensee will provide a letter evidencing its self-insured status to TVA.

- ☐ 37. At execution of this license, Licensee shall pay TVA _____ covering the rent for the period from execution of the license through _____. Beginning _____, Licensee shall make rent payments in accordance with Exhibit C.

Rental payments are due automatically without notice on the dates and in the amounts reflected in Exhibit C and should be mailed to either the address on the pertinent invoice or, if no invoice is provided, to TVA Treasury, Dept. 888018, Knoxville, TN 37995-8018 with reference to this license (RLR) number on the remittance.

Any payment due for any period less than the payment period specified in Section L shall be apportioned on a per-day basis.

As reflected in Section K, this license is subject to the PGR rent payment option upon execution. A request to change rent method to MV may be initiated with an application and appropriate fee. The process to change from PGR to MV will generally take 6 months to implement and make effective.

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- a.) For PGR, Licensee shall pay TVA as rent for each calendar year of the license term the greater of (1) the sum of the periodic rental payments specified in Exhibit C or (2) the sum of one percent (1%) of boat and fuel sales, two percent (2%) of restaurant sales, six percent (6%) from campground operations on TVA land developed by TVA and four percent (4%) of all revenues from other activities on the licensed premises.
- i. Beginning April 30, _____, and by April 30 of each calendar year thereafter, Licensee shall pay TVA any additional rent amount due based on the annual gross revenues generated during the preceding calendar year. At that time, Licensee shall also submit to TVA:
 - TVA Annual Gross Revenues Summary Sheet (to be provided by TVA) and financial statements, compiled by a Certified Public Accountant (CPA) if less than \$1 million or reviewed by a CPA if \$1 million in revenues or greater. Alternately, Licensee may submit copies of federal and state income tax documents prepared and signed by a CPA.
 - Copy of current liability insurance policy
 - ii. In the event of termination of the license for any reason, documentation of gross revenues and any additional rent amount due based on the gross revenues for the terminating year shall be provided to TVA within sixty (60) days of termination.
 - iii. For purposes of this license, "gross revenues" shall include all sales proceeds, rentals, fees, and other payment from operations on the licensed premises, whether received by the Licensee or by approved sub-licensees, permittees, or concessionaires operating on the licensed premises. "Gross revenues" shall not include: (1) amounts collected from customers and paid by Licensee or concessionaires to any government for any sales, use, or excise tax; (2) proceeds from the sale of hunting and fishing licenses; or (3) the exact amount collected from customers for electrical services which are metered to the customer and collected by the Licensee as the servicing agent and paid to a distributor of TVA power.
 - iv. Licensee shall furnish to TVA at the same time it provides copies of its own gross revenues reports copies of all gross revenues reports furnished by sub-licensees, permittees, or concessionaires and all such gross revenues shall be deemed "gross revenues" for the purpose of calculating rent owed by Licensee.
 - v. Licensee shall at all times keep records and books of accounts based on generally accepted accounting principles covering business operations conducted by Licensee upon the licensed premises, and shall, whenever and as often as TVA may request, transmit operating statements and other reports relating to Licensee's activities and operations hereunder. Such books and records may be examined by auditors representing TVA either at a mutually agreeable location or upon the licensed premises during business hours. Such audit shall be at TVA's own expense; provided, however, that if the reported revenue differs from the actual revenue by ten percent (10%) or greater, Licensee shall pay to TVA (1) the underreported overdue rent amount upon and in accordance with invoice by TVA; (2) the reasonable cost of the audit; (3) interest on the underreported overdue rent amount in accordance with Paragraph 18 above; and (4) a penalty in the amount of \$3,000.00 plus twenty percent (20%) of the underreported overdue rent amount. TVA reserves the right to conduct financial audits at any time at its discretion. TVA also has the right to terminate any agreement based on inaccurate reporting of revenues.
 - vi. Licensee shall include in any authorized sublicense, permit, or concession agreement provisions requiring the keeping of records and books of account of operations thereunder adequate for the verification of the gross revenues from such operations and allowing examination of such records and books by TVA during business hours.
 - vii. Any future increase or decrease in the number of campsites on the licensed premises, if any, or in the size of the licensed premises or harbor limits rent area, if any, will proportionately increase or decrease, as appropriate, the guaranteed minimum payment associated with this license and will require a corresponding change to Exhibit C. Once such proposed increases or decreases have been approved by TVA, the new guaranteed minimum payments will be adjusted accordingly beginning on the first day of the next quarter following TVA approval. TVA will prepare a new Exhibit C to reflect the new payments using the same methodology that was used to prepare the initial Exhibit C. The Minimum Rent Rate per Campsite reflected in the initial Exhibit C shall remain the same throughout the term of this license. Licensee shall reimburse TVA for any and all administrative and environmental review costs incurred by TVA associated with such a change, including without limitation the cost to prepare a new Exhibit C and any related amendments to the license to incorporate such new Exhibit C.

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- b.) If Licensee selects and TVA approves the MV option, the rent payments will be based on the market value of the licensed area above the water and that portion of the harbor area being utilized. Under this option, an appraisal would be completed, at the Licensee's expense, by an appraiser acceptable to TVA (such appraisal is subject to approval by TVA) to determine the value of the licensed area including the associated harbor limits on a per acre basis. The first year's payment would be a percentage (currently 7.25%) of the appraised value of the licensed area above the water and that portion of harbor area being utilized. Successive payments would be escalated each year for the term of the agreement (currently at 2% per year.) A change to the MV option from the PGR option would necessitate the creation of a new Exhibit C to reflect the different payment structure, as well as related amendments to the license to incorporate such new Exhibit C and to properly reflect the particulars of the MV payment method. Either Licensee or TVA can reappraise the licensed area after five years.

TVA reserves the right to evaluate and change the annual fee rates and Exhibit C. If a new fee structure is initiated, a change in the rent payments for the license will be required. TVA will notify the holder of the agreement and give at least 30 days' notice if and when a change in fees is to be implemented.

More information on the Commercial Recreation Management Fee Guideline can be found on the TVA website at <http://www.tva.com/river/recreation/commercial.htm>.

☐ **38. Special Provisions**

LICENSEE

By _____
Print
Name _____
Title _____

TENNESSEE VALLEY AUTHORITY

By _____
Print
Name Frank B. Edmondson
Title Senior Manager, Public Outreach and Recreation



Tennessee Valley Authority, 260 Interchange Park Drive, Lenoir City, Tennessee 37772-5664

November 20, 2014

Mrs. Susan Stuhl
Farragut Town Hall
11408 Municipal Center Drive
Farragut, Tennessee 37934

Dear Mrs. Stuhl:

FORT LOUDOUN RESERVOIR – RLR-38043 –TOWN OF FARRAGUT - ANCHOR
PARK - 30-YEAR EASEMENT EXPIRED – TRACT XTFL-119RE, FL-329, FL-254F -
LITTLE TURKEY CREEK MILE 0.5L – MAP 17D

On February 28, 1984, TVA executed a 30-year term easement agreement with the Town of Farragut for development of a public recreation area that is known as Anchor Park. Since that time, the Town has made significant improvements to the property affording a wide variety of recreational opportunities for the public. TVA is very supportive of the recreation opportunities that have been and continue to be provided at this location.

Following up on our discussion on October 15, 2014, the easement agreement expired on February 27, 2014 and TVA and the Town need to establish a license agreement for the continued use of the property. Please review the land use application, sign and submit \$1500 to begin TVA's review. The application fee is for TVA's administrative cost and we will let you know if we anticipate any cost to exceed this amount. A draft of the revocable license agreement is enclosed for your review. Licenses are revocable by either party within 30 days.

A public recreation easement can be requested for a 30-year term with an option to extend it up to a maximum of 60 years. If the Town is interested in a 30-year easement, a new land use application for an easement will need to be submitted to TVA and the Town will reimburse TVA for the administrative cost. We will develop a good estimate if you decide to pursue this option, but anticipate about \$9,000 in administrative cost. This assumes the previous area stays the same and no additional survey is needed. We will also allow you to provide information (public notice, appraisal) if possible and reduce TVA's expense. Also, the length of time for processing depends of the level of environmental review including the public notice. If you decide to pursue the easement, we will put a license in place until we can process the request for the easement.

Mrs. Susan Stuhl
Page 2
November 20, 2014

As requested, I have enclosed a copy of your previous easement agreement for your convenience. Please call me to arrange a meeting. If you have any questions, I can be reached at (865) 632-1308.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Chartrand", with a stylized flourish at the end.

Keri Chartrand
Recreation Agreements Specialist
Public Outreach and Recreation
Natural Resources and Real Property Services

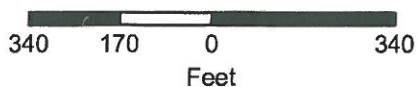
Enclosures



Exhibit C
Easement RLR 38043
Town of Farragut
Tract No. FL-329, FL-254F
Little Turkey Creek Mile 0.5 L
Fort Loudoun Reservoir



Map Reference:
C/D Stage - 17 D



June 26, 2014

XTFL-119RE

This instrument was prepared by
Office of the General Counsel
Tennessee Valley Authority
Knoxville, Tennessee 37902

RLR... 380A3 ^{PN} 

Contract No. TV-63200A

Mapped by GIE/GIS

Ease - P 

Map 17

GRANT OF EASEMENT
BY
UNITED STATES OF AMERICA

TO
THE TOWN OF FARRAGUT, TENNESSEE

FOR
PUBLIC RECREATION PURPOSES

THIS GRANT OF EASEMENT, made and entered into this 28th day
of February, 1984, by and between the UNITED STATES
OF AMERICA (hereinafter referred to as "Grantor"), acting by and through
its legal agent, the TENNESSEE VALLEY AUTHORITY (hereinafter referred to
as "TVA"), a corporation created by an act of Congress known as the Tennessee
Valley Authority Act of 1933, as amended, and the TOWN OF FARRAGUT,
TENNESSEE (hereinafter referred to as "Grantee");

W I T N E S S E T H:

WHEREAS TVA is authorized by Public Law No. 87-852 to grant to
an applicant, on behalf of Grantor, such easement affecting Federal property
in its custody and control as it determines will not be adverse to the
interests of Grantor; and

WHEREAS in considering Grantee's application, TVA's Board of Directors has determined that the easement hereinafter described for the purposes hereinafter set forth will not be adverse to the interests of Grantor;

NOW THEREFORE, in consideration of the premises and the other provisions of this grant of easement:

1. Grantor, pursuant to the provisions of Public Law No. 87-852, and subject to all terms, conditions, and exceptions contained in this instrument and exhibits hereto, hereby gives and grants to Grantee, its successors and assigns, an easement for a term commencing ^{February 28,} _____, 1984 and ending ^{February 27,} _____, 2014, for development and use by Grantee exclusively for the construction, operation, and maintenance of public recreational and incidental structures, approved by TVA under Article 4(c) of this grant of easement, in, over, and upon certain land (sometimes referred to herein as the "easement area") located in Knox County, Tennessee, designated as Tract No. XTFL-119RE. Such land is more particularly described in the description of the easement area attached hereto and incorporated herein as Exhibit A, and shown on the map attached hereto as Exhibit B.

It is expressly understood and agreed that there are excepted from this conveyance and specifically retained by the Grantor, and its assigns, the permanent and paramount right to temporarily and intermittently flood that portion of the land affected by the above-described easement which lies below the 820-foot contour elevation by virtue of the erection and operation of any dam or dams across the Tennessee River and its tributaries, and the further right to temporarily and intermittently flood any portion of any road providing access to the area affected by the easement hereby conveyed which lies below the 820-foot contour elevation.

Furthermore, Grantor hereby grants to Grantee the right to construct, operate, and maintain, at locations and in accordance with plans approved in advance and in writing by TVA under Article 4(c) hereof, water use facilities on and over the TVA land located between the 813-foot contour elevation and the adjacent waters of Fort Loudoun Reservoir and in and on such waters; and the further right of suitable ingress and egress over said adjoining land to and from the waters of the lake and to and from all structures, facilities, and improvements maintained in, on, or over said land or waters pursuant to the rights herein conveyed; all upon the express condition that said rights shall not be exercised so as to interfere in any way with TVA's statutory program for river control and development, including but without limitation by reason of enumeration TVA's right to flood Tract No. XTFL-119RE to elevation 820 or to conduct any other activities which TVA deems necessary or desirable in the promotion of vector control, flood control, navigation, or other programs; and TVA shall not be liable for any loss or damage resulting therefrom or as a result of wave action, fluctuation of water levels, or other causes.

2. This grant of easement shall be effective as of the date first written above.

3. This entire grant is expressly made upon and subject to the following conditions:

(a) The easement hereby granted shall be used solely for the purpose of constructing, operating, and maintaining public recreation and incidental structures and for no other purpose or purposes.

(b) The easement area shall at all times be made available for use by all members of the general public without distinction or discrimination and no person shall, on the grounds of race, color, national origin, handicap, or age, be subjected to discrimination in the

use of the easement area, which shall be administered in full compliance with the provisions of Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all regulations issued by TVA thereunder at 18 C.F.R., parts 1302, 1307, and 1309, the provisions of which, and all future amendments of such statutes or regulations are incorporated herein by reference and made a part hereof.

(c) In the event Grantee, its successors and assigns, shall cease to use such easement for the purpose of public recreation for a period of two (2) consecutive years or more or shall, regardless of the time period, initiate use of the area subject to such easement for some other purpose or shall abandon such easement or commit any breach of either of the foregoing conditions, in whole or in part, then Grantor, TVA, or their successors and assigns, may terminate the easement by written notice to Grantee, its successors and assigns. Such termination shall be effective as of the date of such notice; provided, however, that Grantee, its successors and assigns, shall have the right during a period of ninety (90) days immediately following such termination date to remove any improvements placed by any of them on the easement area. Title to any such improvements not removed within such 90-day period shall automatically vest in Grantor. Any failure of Grantor and TVA, their successors and assigns, to exercise such power of termination shall not be construed as a waiver of any of the conditions or rights hereunder of Grantor and its assigns.

4. Grantee, by accepting this grant, covenants for itself, its successors and assigns, and agrees to and with Grantor that the following shall constitute real covenants which shall attach to and run with the easement hereby granted, and shall be binding upon anyone who

may hereafter come into ownership thereof or be authorized to use said easement area:

(a) Grantee will control all emissions of pollutants that might be discharged directly or indirectly into the atmosphere, into any watercourse, reservoir, or surface or subterranean waters, or into or over the ground from any part of the easement area in full compliance with all applicable standards and requirements relating to pollution control of any kind now in effect or hereafter established by or pursuant to Federal, State, or local statutes, ordinances, or regulations.

(b) Grantee will not permit or suffer any offensive use of the easement area or the commission of waste thereon and will keep the easement area and all improvements thereon in a safe condition and in good order and appearance; and it will collect and dispose of all trash, garbage, and other solid wastes accumulated or left on said area in accordance with applicable laws and regulations and with sufficient frequency to keep the easement area orderly and sanitary.

(c) Grantee will not construct, operate, or maintain buildings, facilities, or structures of any nature, or place fill material on any portion of the easement area, except such as are constructed, operated, and maintained in accordance with plans and specifications which shall first have been approved in writing by TVA.

(d) Grantee will, in connection with any development activities involving minor filling and grading, establish and maintain positive drainage of the filled and graded area.

(e) Grantee will observe and abide by the conditions set forth in Article 3 of this grant of easement.

5. Nothing in this instrument shall be construed as nullifying or affecting in any way Grantor's right as fee owner or TVA's right as Grantor's agent, without limitation by reason of specification, to enter in, upon, over, and across any and all portions of the easement area for the purpose of carrying out any part of TVA's statutory programs for river control and development; and TVA shall not be liable for any loss or damage to the easement area or improvements located thereon resulting therefrom or as a result of wave action, fluctuation of water levels, or other causes.

6. Grantor, as fee owner, expressly and specifically retains for itself, TVA, and their employees and agents, without limitation by reason of specification, the unqualified and unrestrained right at any and all times and from time to time, to draw down Fort Loudoun Reservoir and to fluctuate the level thereof in any manner which it or they may consider necessary or desirable in its or their sole discretion.

7. This grant is made subject to any and all outstanding rights which may exist in third parties to rights of way or other easements or rights for roads, utilities, telephone and telegraph lines, railroads, or other purposes.

8. Nothing in this instrument shall constitute or evidence approval by TVA, within the meaning of Section 26a of the Tennessee Valley Authority Act of 1933, as amended, of any structure or facility constructed or to be constructed by Grantee upon the lands affected by the easement conveyed by this instrument. Grantee, its successors and assigns, covenants that it will not construct any structure or

facility for which approval is required under said Section 26a until plans for such structure or facility have been submitted to TVA and have been approved in writing in accordance with established procedures.

9. Neither this easement nor any interest therein may be assigned or transferred by Grantee, nor may any interest in the easement area or any of it be conveyed in whole or in part, nor the use of the easement area or any of it be granted by license, permit, or other agreement, unless Grantee has secured written permission from Grantor prior to such assignment, transfer, license, permit, or agreement. The terms of any such agreement may not extend beyond any termination date of this grant of easement. Any assignment, transfer, license, permit, or agreement granted or issued by Grantee without first obtaining the written consent of Grantor shall be void and of no effect.

10. Grantee, by its acceptance of this indenture, further agrees, as part of the consideration for the grant of easement, that such grant is made upon the express condition that Grantee shall, within ten years from the date of execution of this indenture, complete, in Grantor's sole judgment, a minimum of seventy-five percent (75%) of the planned development shown on the site plan attached hereto as Exhibit C. Such improvements shall be for public recreational use of the easement area. Upon breach of this condition, either in whole or in part, the Grantor, its successors and assigns, shall have the right and sole option, upon giving written notice to Grantee, to terminate this easement grant and all rights of use hereunder and to take possession of the lands affected by the easement grant upon the expiration of the time specified in said notice as fully as if this grant of easement had never been made. Upon any such termination, Grantee may remove any of the improvements that

it shall have placed thereon in accordance with the provisions of article 3(c) hereof; provided, that Grantee shall repair any damage to the lands affected by the easement grant resulting from the tearing down or removal of said improvements.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns, for the term stated in Article 1; subject, however, to the conditions set forth herein.

IN WITNESS WHEREOF, the Tennessee Valley Authority, acting herein as legal agent of the United States of America, and being duly authorized to do so, has caused this instrument to be executed in the name of the United States of America by its authorized officers and its corporate seal to be hereunto affixed as of the day and year first above written.

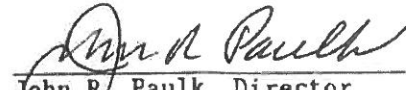
ATTEST:

UNITED STATES OF AMERICA

By: Tennessee Valley Authority,
its legal agent


Assistant Secretary

By:


John R. Paulk, Director
Division of Land and Forest Resources

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

On the 28th day of February, 1984, personally appeared before me John R. Paulk and Helen S. Drummer to me personally known, who, being by me duly sworn, did say that they are Director of Land and Forest Resources and Assistant Secretary, respectively, of the TENNESSEE VALLEY AUTHORITY, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, sealed, and delivered in behalf of said corporation, as legal agent for the UNITED STATES OF AMERICA, by authority of its Board of Directors; and the said John R. Paulk and Helen S. Drummer severally acknowledged said instrument to be the free act and deed of said corporation and the UNITED STATES OF AMERICA.

WITNESS my hand and official seal at Knoxville,
Tennessee, this the day and year aforesaid.

L. Annette Underwood
Notary Public

My Commission Expires: 7/21/87

EXHIBIT A

TRACT NO. XTFL-119RE

A portion of a tract of land identified in TVA land records as Tract No. XTFL-119RE, lying in the Tenth Civil District of Knox County, State of Tennessee, being bounded on the west, north, and east by lands formerly belonging to O. A. Smith, and on the south by Southern Railway Company on the left bank of Little Turkey Creek, an embayment of Fort Loudoun Reservoir, approximately one mile southwest of the Town of Farragut, Tennessee, and being more particularly described as follows:

BEGINNING at a set iron pin in the north edge of the Southern Railway right of way at or near its junction with Turkey Creek Drive, approximately 2,850 feet east of intersection of said Turkey Creek Drive with Boyd Station Road, said iron pin being in the boundary of the United States of America's land; thence with the United States of America's boundary line, N. 34° 23' W., 58.6 feet to TVA monument 17-14 (coordinates X=2,545,339, y=537,245) on the north side of Turkey Creek Drive; thence along the north side of said drive, N. 38° 20' E., 195 feet to TVA monument 17-15; thence N. 28° 19' E., 630 feet to TVA monument 17-16; thence crossing Turkey Creek Drive, N. 58° 00' E., 668 feet to TVA monument 17-17; thence S. 26° 34' E., 288 feet to TVA monument 17-18 in the north edge of said Southern Railway right of way; thence with the meander of said railroad right of way in a southwesterly direction approximately 55 feet to a point in the 813-foot contour; thence with the meander of said contour in a northerly, then westerly, and subsequently southerly direction,

a chord distance of approximately 780 feet to another point in the north edge of said railroad right of way; thence continuing with said railroad right of way in a generally southwesterly direction approximately 550 feet to the point of BEGINNING, and containing approximately 5.5 acres.

The contour elevation is based on MSL Datum as established by the National Geodetic Survey, Southeastern Supplementary Adjustment of 1936.

The above-described easement area was acquired by the Grantor by virtue of the Warranty Deed recorded in Deed Book 640, page 274, in the Office of the Register, Knox County, Tennessee.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Allison Myers, Town Recorder**SUBJECT:** Resolution R-2015-01, Appointment of Town of Farragut Municipal Judge**INTRODUCTION:**

In accordance with the Town of Farragut Municipal Code section 3-102 the office of municipal judge shall be filled by a resolution of appointment by the Board of Mayor and Aldermen.

BACKGROUND:

Any person appointed to the office of municipal judge shall hold a baccalaureate degree from an accredited college or university; shall be at least thirty years of age, and have been a resident of the town for a period of one year preceding election to office.

The normal term of office for any officer appointed pursuant of section 3-105 shall be for one year and such officer shall continue to serve thereafter until such officer's successor has been appointed and is sworn in unless otherwise provided.

DISCUSSION:

Lucinda Troyer, current Municipal Judge, has agreed to serve another term. No other applicants have applied for this appointment.

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

Motion to approve Resolution R-2015-01, Appointment of the Town of Farragut Municipal Judge.

BOARD ACTION:

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

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



TOWN OF FARRAGUT

RESOLUTION R-2015-01

APPOINTMENT OF MUNICIPAL JUDGE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, wishes to appoint a Municipal Judge, and

WHEREAS, the level of compensation of the Municipal Judge may be set by the Board of Mayor and Aldermen,

NOW, THEREFORE, BE IT RESOLVED that _____ is hereby appointed effective February 1, 2015 as municipal judge to a term ending January 31, 2016, or thereafter until a successor Municipal Judge has been appointed and been sworn in, and shall be paid compensation of \$100 per session of the Farragut Municipal Court.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 8th day of January 2015.

Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VII.C.

MEETING DATE JANUARY 08 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Administrator

SUBJECT: Contract for Professional Services: Campbell Station Inn Master Plan

DIGITAL FILES: All related files can be found at www.townoffarragut.org/campbellstationinn

INTRODUCTION: The Town staff is presenting this contract to the Board for consideration of approval. This is the first of at least two contracts for professional services the Town staff will present to the Board for the planning and reconstruction of the historic Campbell Station Inn.

BACKGROUND/DISCUSSION: Last year the Town purchased the property located at the northwest corner of Campbell Station Road and Kingston Pike (aka Campbell Station Inn or Avery Russell House) and set up capital funding for the master planning and reconstruction of the Campbell Station Inn. We have programmed \$300,000 for FY 2015 and \$300,000 for FY 2016.

In summer/fall 2014 the Town solicited proposals for professional architectural services. We received four qualified proposals. The RFQ evaluation team unanimously and overwhelmingly ranked Brewer Ingram Fuller the most qualified firm for this specific project. After interviewing Brewer Ingram Fuller at their offices and seeing their work we began contract negotiations.

Originally, we intended on having one lump sum contract covering both the master planning and resulting reconstruction plans. However, after collaborating internally and with the candidate firm, we concluded it best to separate this into phases in which Brewer Ingram Fuller will first complete the planning phase under this hourly service contract, and then complete the construction plans phase under another subsequent contract. The reasoning behind this method is we have a general scope of work identified for the planning phase however we do not know yet what the scope of work will be for the construction plans phase. That scope will be developed through the steering committee (to be appointed) in collaboration with the Town staff and Brewer Ingram Fuller through this contract. Thus, at this time, we are proposing the attached hourly service contract with Brewer Ingram Fuller in an amount not to exceed \$35,000. Expenses in excess of \$35,000 will have to be first approved by the Board through an amendment to this contract.

FINANCIAL SECTION:

Project: Campbell Station Inn

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$600,000	\$ 35,000	\$0	\$565,000

Approved By: _____

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

PROPOSED MOTION: Approve the professional services contract with Brewer Ingram Fuller as proposed

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	_____	_____	_____	_____	_____



AIA®

Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Eighth day of January in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

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

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

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

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

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

Avery Russell House/Campbell Station Inn Renovation and Adaptive Re-use
Phase 1 – Conceptual Usage Study and Master Plan
11401 Kingston Pike
Farragut, TN 37934

This project is an initial study and planning phase, to be performed in preparation for a subsequent design phase for renovation and adaptive re-use of the Avery Russell House/Campbell Station Inn and its surrounding property. Deliverables shall be conceptual and preliminary, and not suitable for construction. Predesign services shall include program assistance, general analysis, and master planning of the property, as specifically described in this Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

§ 1.1.1 Architect's services shall be limited to the specific tasks identified in Section 1.1.3 unless other services are requested by Owner, proposed in writing by Architect, and approved in writing by Owner.

§ 1.1.2 The design team shall include the Architect and the following consultants. Services by any other consultants beyond those included in this design team shall be considered Additional Services. For the purposes of this Agreement, Architect's principals are Dan Brewer, Lee Ingram, and Anthony Fuller.

Landscape Architect: Ross/Fowler, P.C.

Civil Engineering Consultant: McGill Associates, P.A.

Structural Engineering Consultant: Bender & Associates

Mechanical Engineering Consultant: Albert F. G. Bedinger Consulting Engineers, P.C.

Electrical Engineering Consultant: Vreeland Engineers, Inc.

Except as specifically listed in Section 1.1.3, no consulting engineer services (e.g. civil, structural, mechanical, plumbing, fire protection, electrical) are included, and if any are mutually determined by Owner and Architect to be necessary they shall be compensated at 1.1 times the amounts billed to the Architect for such services.

§ 1.1.3 This Agreement is for specific Predesign services. Architect and Owner shall discuss, at the initial Project meeting, an overall project approach, to include, but not necessarily be limited to, Owner's project objectives, project approach, project schedule, and project deliverables. The following Predesign services shall be provided by Architect with the intention that upon completion of the Predesign Services the Owner and Architect will possess sufficient preliminary information necessary to enable an architect to perform Basic Services as defined in AIA B101-2007 for the renovation of the Russell House structure.

.1 Background Drawing Compilation. Architect shall compile drawings of existing facilities, to be furnished by Owner, and shall prepare a background drawing of existing facilities to be preserved to be used as a basis for Master Planning. The purpose of this service shall be to produce a base drawing at a level of accuracy deemed acceptable to the Architect for such preliminary planning. Architect shall spot-check dimensions to the extent it determines is required to meet this purpose at areas which it can readily access without scaffolding or ladders and without putting its personnel in an at-risk position. Architect shall not provide analysis of or drawings of existing building systems or site systems (civil, landscape, structural, mechanical, plumbing, fire protection, electrical, acoustical).

.2 Program Summary Assistance. Architect shall review all data, documents and other relevant material, which shall be provided by Owner, prior to initial Project meeting. Architect shall compile and refine the results of Owner's project information and prior needs assessments to produce a written space needs summary. Such programming will include meetings with committee/staff to edit space needs summary. Project components will be prioritized in the Program Summary for phasing based on Owner's budget projections.

.3 Preliminary Code and Zoning Research. Architect shall perform an on-site review of land and buildings prior to initial Project meeting, following review of material provided by Owner to Architect and following receipt of survey. Architect shall conduct a general review of applicable major building codes and zoning ordinances as they relate to proposed space needs and site area. This review is intended to identify major determinants which might affect large-scale planning decisions and shall not be an in-depth study or a detailed analysis of existing construction.

.4 Site Analysis. Architect shall prepare a preliminary graphic analysis of the site, using the electronic form of the property survey furnished by the Owner. Site analysis shall be a collection of diagrams indicating both objective information and subjective impressions, to provide approximate data and opinions to assist in preliminary evaluation of Owner's property comprising the project site. Site analysis shall not be an exhaustive research document or an engineering analysis. Site analysis services shall include a preliminary consultation with a civil engineer regarding storm water management requirements. However, Architect shall not provide design services for site grading, drainage or utility work under this Agreement.

.5 Structural review. Bender & Associates (B&A) shall provide structural engineering services to review the structure based on the following:

.1 B&A will review visible sags and/or cracks and provide design services required for stabilization. Any demolition or removal of finishes required for these services shall be provided by Owner.

.2 Review will be based on visual examination, and no testing will be provided. If any testing is determined to be required, such services shall be provided by Owner. If testing is necessary, B&A will provide criteria to the Owner's testing agency.

.3 This review shall only include the structure which can be visually observed and evaluated by B&A. While B&A will attempt to observe as much of the structural concerns as are visible, there is no guarantee that all structural problems or deficiencies will be found and/or reviewed. Since many parts of the structure cannot be reviewed - such as concealed walls and connections, embedded supports, etc. - B&A will not comment on their condition. Evidence of sagging, warping, cracking, and/or other signs of distress shall be noted and addressed in B&A's design if observed.

.4 B&A shall note to the extent possible their opinion as to whether the systems meet live load carrying capacity requirements of the current code. Occupancy criteria for determination of live load requirements will be provided to B&A by Owner and/or Architect. An analysis of the building for seismic considerations is beyond the scope of this Agreement. Structural design for repair is intended to reinforce existing structure and/or to mitigate or arrest structural distress, sags, cracks, etc. No guarantee of 100% repair to existing structure is intended. The design team shall be entitled to assume that the original structural system was adequately designed for the original uses.

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

.6 "Walk-through" observation of existing mechanical (HVAC and plumbing) and electrical building systems and review of existing systems information provided by Owner. Design team shall not provide an in-depth analysis of existing building systems.

.7 Summary of Site and Built Environment Review. Architect shall present to the Owner a summary of preliminary findings and opinions, as those relate to A) Site opportunities and constraints such as access into, through, and out of the site, visibility, internal site circulation (including pedestrian circulation), wayfinding, topography and existing landscape features (general conceptual overview of storm water issues), and general relationship to adjacent properties; B) Built environment on the campus such as buildings, building placement and orientation on the site, uses, adjacencies, and site infrastructure (general overview); C) Overview of "fit"

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User Notes:

(1466329930)

between current space uses and current space allocation; D) Preliminary projections of probable future space needs for current uses/users (to be determined with Owner); and E) Preliminary projections of probable space needs for identified future uses/users (to be determined with Owner). With Owner approval of these preliminary findings and opinions, Architect shall prepare a Summary of Site and Built Environment Review (written and graphic elements).

.8 Master Plan. Architect shall evaluate various general planning concepts with respect to feasibility and function. The comparative cost of these concepts shall be evaluated and a phasing strategy shall be finalized in cooperation with the Owner. Preliminary Master Plan Concepts - Alternatives (graphic elements). Architect shall provide opinions on A) The primary factors which drive the identification of each Alternative and B) The advantages and disadvantages of each Alternative. Architect shall consult with Owner to identify the primary/priority factors to be the bases for a single Alternative. Architect shall prepare preliminary graphic elements for a single Alternative for consideration by Owner. A facilities Master Plan diagram indicating initial and subsequent phases shall be prepared. Master Plan diagram shall indicate a possible future usage of the Project site by showing possible locations of planned major elements and phases of the Project defined by the Owner, with the understanding that as needs change and/or new information becomes available such indicated usage is also subject to change. Deliverable shall be a rendered presentation drawing.

.9 Preliminary Budget Analysis. Architect shall engage the services of an estimator to prepare a preliminary estimated range of probable construction cost for each phase of construction identified in the Master Plan.

§ 1.1.4 BY OWNER

The Owner authorizes Sue Stuhl to serve in the capacity of Designated Representative as described in Article 2 of this Agreement. The Owner authorizes Gary Palmer to serve in the capacity of Alternate Designated Representative in the event the Designated Representative is not readily available.

The following information shall be provided by Owner as described in Article 2, prior to initial Project meeting.

.1 List of project's technical and performance requirements, design objectives and criteria. Owner will provide to the Architect all available relevant material (e.g., surveys, results of input by stakeholders, documents related to property, including buildings, uses, programs, warranties, etc.). Architect shall summarize project data prior to initial Project meeting, and identify additional data/information needs at the initial Project meeting.

.2 Up-to-date land survey of project site property furnished in both printed form and electronic form compatible with AutoCAD 2014. Minimum criteria for survey shall be furnished by Architect. Owner and Architect shall prepare a scope for a boundary and site survey, appropriate for Master Plan needs, and will agree jointly on a surveyor, who must be registered in the State of Tennessee; cost of surveyor will be borne by Owner.

.3 Existing building and site drawings, if any.

.4 List of known deficiencies in building and site systems related to proposed work, if any.

.5 Construction cost budget for the initial phase of construction.

Owner shall provide other special studies by qualified consultants if such are to be considered as criteria for development of Master Plan. If these reports are not provided by Owner during Programming Phase then Architect shall not consider these issues in the development of Master Plan. Examples of such studies include:

.6 Termite and destructive pest report.

.7 Hazardous materials investigation report.

.8 Subsurface investigation report.

.9 Traffic engineering report.

.10 Feasibility report on proposed uses of the property.

§ 1.1.5 NOT INCLUDED IN THIS AGREEMENT AS A BASIC SERVICE

- .1 Services related to historic overlay zoning or Historic Preservation Certification Application.
- .2 Historic color analysis and historic finish conservation services.
- .3 Studies of or design of furniture layouts and furnishings.
- .4 Studies of or design of office, museum, and security equipment.
- .5 Coordination of special project requirements (if any) by public funding sources.
- .6 Kitchen equipment consulting services.
- .7 Other special studies if required by authorities having jurisdiction.
- .8 Other services noted as Additional Services.

§ 1.1.6 PRESERVATION STANDARDS

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

§ 1.1.7 OTHER CONDITIONS

- .1 Drawings shall be preliminary schematic type, at an appropriate scale as selected by Architect. Deliverables shall not be suitable for or used for construction.
- .2 It is agreed that the provisions of Section 7.6 of this Agreement shall apply to lead paint, radon, and biological growth in addition to other hazardous materials.
- .3 Design team shall not provide a report on, or an in-depth analysis of, existing building systems (structural, mechanical, electrical, civil) as a Basic Service, except to the extent described in Section 1.1.3 of this Agreement. Owner shall provide to the design team a list of known current deficiencies in those systems. Design team shall not provide testing services such as load tests, destructive testing or other tests of building systems. No X-ray photography (radiography), infrared photography or other specialized investigative techniques or procedures are included in this Agreement. Detection and/or analysis of concealed conditions such as hidden components or concealed damage is not in the scope of work by the design team. Since it is inevitable that many building systems and components are hidden by finish materials or are inaccessible, there is no warranty that any concealed or inaccessible deficiencies or damage will be detected or accounted for by the design team. The design team shall provide limited assessment of existing systems as noted herein as a Basic Service only to the extent such systems are anticipated to be affected by the current work designed to meet project goals. The design team shall be entitled to assume that the original structural system was adequately designed for the original uses. The design team is not responsible for existing building conditions.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

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

.1 General Liability

Refer to attached Certificate of Insurance, Exhibit A

.2 Automobile Liability

Refer to attached Certificate of Insurance, Exhibit A

.3 Workers' Compensation

Refer to attached Certificate of Insurance, Exhibit A

.4 Professional Liability

Refer to attached Certificate of Insurance, Exhibit A

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

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

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

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

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

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

☒ [X] Arbitration pursuant to Section 4.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

§ 4.3 ARBITRATION

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

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

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

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

§ 4.3.4 CONSOLIDATION OR JOINDER

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

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

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Basis of compensation shall be according to hourly rates, see Exhibit B, Schedule of Hourly Rates. Architect shall add 10% to amounts billed to Architect by its consultants. Based on initial scope of Basic Services, compensation for Basic Services of the design team is not anticipated to exceed \$35,000.00, and may not exceed this amount without prior written authorization by Owner. This maximum Basic Compensation amount shall be adjusted accordingly if any of the following occur: 1) significant change in scope of Basic Services is required, 2) more than one planning concept is selected for final estimating and presentation, 3) alternate site areas or combinations of areas are to be studied for master planning, 4) more than eight total meetings between Owner and Architect are required.

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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

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

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

NA

§ 6.4 PAYMENTS TO THE ARCHITECT

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

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

1.00 % monthly, on unpaid balance

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

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 8.1 CONFLICT OF INTEREST

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

§ 8.2 CLAIMS, LIABILITY AND INDEMNITY

The Architect shall be liable for any damages to persons or property resulting from the negligent acts, errors, or omissions of the Architect, its subconsultants, and/or employees in connection with the prosecution and completion

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

§ 8.3 EQUAL EMPLOYMENT OPPORTUNITY

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

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

§ 8.4 GOVERNING LAW

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

ARTICLE 9 SCOPE OF THE AGREEMENT

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

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:
 - Exhibit A, Certificates of Insurance
 - Exhibit B, Schedule of Hourly Rates
- .3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

NA

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

OWNER

(Signature)

Ralph McGill, Mayor

(Printed name and title)

ARCHITECT

(Signature)

Lee J. Ingram AIA, LEED AP BD+C, Secretary

(Printed name and title)



EXHIBIT A CERTIFICATE OF LIABILITY INSURANCE

NORN

DATE (MM/DD/YYYY)
11/26/2014

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

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

PRODUCER Crow Friedman Group 6141 Wheelis Dr. Memphis, TN 38117	(901) 820-0400	CONTACT NAME: Noreen K. Nelson PHONE (A/C No. Ext.): (615) 383-0072 FAX (A/C No.): (615) 297-4020 E-MAIL ADDRESS: noreen@crowfriedman.com PRODUCER CUSTOMER ID #: BREWING-01
INSURED Brewer Ingram Fuller Architects, Inc. Cherokee Mills 111 N. Concord Street Knoxville, TN 37919		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company NAIC #: 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMPIOP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPS9714863	7/5/2014	7/5/2016	Each Claim \$1,000,000
A	Professional Liability		DPS9714863	7/5/2014	7/5/2016	Annual Aggregate \$1,000,000

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

Project: Phase 1 - Conceptual Usage Study and Master Plan
11401 Kingston Pike
Farragut, TN 37934

CERTIFICATE HOLDER

CANCELLATION

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

DATE (MM/DD/YYYY)
12/9/2014

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

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

PRODUCER Mowery Insurance 9050 Executive Park Dr. Suite C100 Knoxville TN 37923	CONTACT NAME: Katie Hartzog PHONE (A/C No. Ext): (865) 584-1115 FAX (A/C No.): (865) 584-2345 E-MAIL: khartzog@moweryinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Brewer, Ingram, Fuller 111 N. Concord St. Knoxville TN 37919	

COVERAGES

CERTIFICATE NUMBER: CL1412906386

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BOP3302111	7/23/2014	7/23/2015	EACH OCCURRENCE \$ 2,000,000
	☐ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☐ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 4,000,000
	☒ POLICY ☐ PRO. JECT ☐ LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				
	EXCESS LIAB	☐ CLAIMS-MADE				EACH OCCURRENCE \$
	DED	RETENTION \$				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			WC STATU- TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below:					OTH- ER
						EL EACH ACCIDENT \$
						EL DISEASE - EA EMPLOYEE \$
						EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Phase 1 - Conceptual Usage Study and Master Plan
11401 Kingston Pike
Farragut, TN 37934

CERTIFICATE HOLDER

CANCELLATION

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

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

AUTHORIZED REPRESENTATIVE

David Bowles/ELIHAR

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INS025 (2010/05) 01© 1988-2010 ACORD CORPORATION. All rights reserved.
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CERTIFICATE OF LIABILITY INSURANCE

12/8/2014

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PRODUCER
ARNING INSURANCE AGENCY
618 S Gay St
Knoxville, TN 37902

CONTACT
NAME:
PHONE (A/C, No, Ext): **(865) 637-1403** FAX (A/C, No): **(865) 637-1455**
E-MAIL ADDRESS: **arninginsurance@birch.net**

INSURED **Brewer, Ingram, Fuller Architects, Inc.**
111 N Concord St
Knoxville, TN 37919
(865) 525-2707

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Star Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

BR	TYPE OF INSURANCE	ADOL	SUBR	BISR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY								
	☐ COMMERCIAL GENERAL LIABILITY								EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR								DAMAGE TO RENTED PREMISES (Ea occurrence) \$
									MED EXP (Any one person) \$
									PERSONAL & ADV INJURY \$
									GENERAL AGGREGATE \$
									PRODUCTS - COMP/OP AGG \$
									\$
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	POLICY ☐ PROJECT ☐ LOC								
	AUTOMOBILE LIABILITY								
	☐ ANY AUTO								COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS								BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS								BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS								PROPERTY DAMAGE (Per accident) \$
									\$
	UMBRELLA LIAB								EACH OCCURRENCE \$
	☐ EXCESS LIAB								AGGREGATE \$
									\$
	DED								
	RETENTIONS								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory to list)								WC STATUTORY LIMITS OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. EACH ACCIDENT \$ 100,000
									E.L. DISEASE - EA EMPLOYEES 100,000
									E.L. DISEASE - POLICY LIMIT \$ 500,000

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

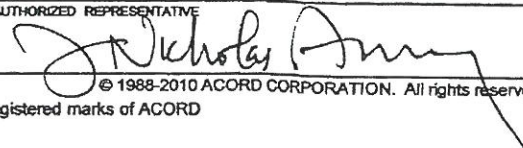
CERTIFICATE HOLDER

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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**EXHIBIT "B" TO OWNER-ARCHITECT AGREEMENT FOR AVERY RUSSELL HOUSE/CAMPBELL
STATION INN RENOVATION AND ADAPTIVE RE-USE PROJECT**

SCHEDULE OF HOURLY RATES

HOURLY RATES FOR BREWER INGRAM FULLER ARCHITECTS INC. AS OF JANUARY 1, 2014

Principal Time.....	\$119.00 per hour
Architect Time - Staff Registered Architects.....	\$88.00 per hour
Designer 2 Time - Interns with 10 years or more experience.....	\$77.00 per hour
Designer 1 Time - Interns with 3 to 10 years experience.....	\$70.00 per hour
Intern Time - Interns with less than 3 years experience.....	\$64.00 per hour
Clerical Personnel Time	\$43.00 per hour

HOURLY RATES FOR CONSULTANTS AS OF JANUARY 1, 2014

Rates below are as billed to Architect.

BENDER & ASSOCIATES

Principal.....	\$130.00 per hour
Senior Engineer.....	\$110.00 per hour
Project Coordinator	\$100.00 per hour
Project Engineer.....	\$80.00 per hour
Senior Draftsman	\$50.00 per hour
Draftsperson.....	\$35.00 per hour
Clerical	\$30.00 per hour

BEDINGER CONSULTING ENGINEERS

Engineer.....	\$130.00 per hour
Designer.....	\$90.00 per hour
CAD Operator.....	\$80.00 per hour
Clerical	\$55.00 per hour

VREELAND ENGINEERS, INC.

Principal.....	\$130.00 per hour
Engineer.....	\$110.00 per hour
Designer.....	\$85.00 per hour
Field Inspector	\$75.00 per hour
CAD Operator.....	\$70.00 per hour

MCGILL ASSOCIATES PC

Firm Principal – Gary McGill.....	\$180.00 per hour
Project Manager I/Professional Engineer –Quentin Craig/Jake Greear	\$130.00 per hour
Engineering Associate I/Andrew Whisler.....	\$80.00 per hour

ROSS/FOWLER

Principal.....	\$175.00 per hour
Associate/Project Manager III.....	\$165.00 per hour
Associate/Project Manager II.....	\$150.00 per hour
Project Manager I.....	\$120.00 per hour
Landscape Architect IV	\$100.00 per hour
Landscape Architect III	\$80.00 per hour
Landscape Architect II.....	\$65.00 per hour
Landscape Architect I.....	\$50.00 per hour
Technical III.....	\$70.00 per hour
Technical II.....	\$60.00 per hour
Technical I.....	\$45.00 per hour
Administrative III.....	\$65.00 per hour
Administrative II.....	\$50.00 per hour
Administrative I	\$45.00 per hour

Above rates are subject to adjustment annually on January 1.

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