

FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
January 8, 2015

RECEPTION & WORKSHOP
Town Center District Land Use Discussion
6:00 PM

BMA MEETING
7:00 PM

- . **Silent Prayer, Pledge of Allegiance, Roll Call**
- . **Approval of Agenda**
- . **Mayor's Report**
 - A. Town of Farragut 35th Anniversary
- . **Citizens Forum**
- . **Approval of Minutes**
 - A. December 11, 2014
- . **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

- **Business Items**

- A. Approval of continuing use agreement with TVA for the easement in Anchor Park
- 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

- **Town Administrator's Report**

- **Town Attorney's Report**

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, January 8, 2015 at 10 p.m. Members present were Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok.

Approval of Agenda

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

Mayor's Report

Mayor McGill announced that January marks the Town of Farragut's 35th anniversary.

Approval of Minutes

Motion was made to approve the minutes of December 11, 2014 as presented. Moved by Alderman LaMarche, seconded by Alderman Honken; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Finances

Public Notice and Second Reading

Finance 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

Motion was made to approve Ordinance 14-19 on second and final reading. Moved by Alderman Honken, seconded by Alderman Pinchok voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

First Reading

Finance 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.

Motion was made to approve Ordinance 14-21 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.

Finance 14-22, an Ordinance to adopt the area and text identified as Mixed Use Town Center, as shown on Future Land Use Map in the Farragut Comprehensive Land Use Plan

Motion was made to approve Ordinance 14-22 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.

Finance 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, d Area., to change minimum land area for development

Motion was made to approve Ordinance 14-23 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 14-24, on first reading, to amend the text of the Farragut Zoning Ordinance, Chapter 3., Section III., 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

Motion was made to approve Ordinance 14-24 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.

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

Motion was made to approve Ordinance 14-25 on first reading. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Business Items

Approval of continuing use agreement with TVA for the easement in Anchor Park

Motion was made to approve the Public Recreation Lease Agreement with TVA for approximately 5.5 acres of land owned by TVA in Anchor Park. Moved by Alderman Honken, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Approval of Resolution R-2015-01, Appointment of Town of Farragut Municipal Judge

Motion was made to approve Resolution R-2015-01, Appointing Lucinda Troyer as Farragut Municipal Judge. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Approval of Architectural Design Services for the Campbell Station Inn

Motion was made to approve the professional services contract with Brewer Ingram Fuller for an amount not to exceed \$35,000. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

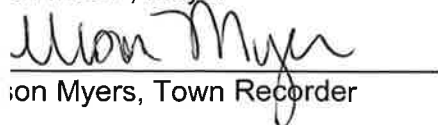
Town Administrator's Report

David Smoak, Town Administrator, announced that the Town had received the GFOA Distinguished Budget Award. He also announced that Gary Palmer had received the AICP designation.

Meeting adjourned at 7:40 PM



John McGill, Mayor



Marion Myers, Town Recorder

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
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 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.
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 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.

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	_____	_____	_____	_____	_____

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.

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	_____	_____	_____	_____	_____

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	_____	_____	_____	_____	_____

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.

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:

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.

Commercial/Public Recreation License Agreement

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

Commercial/Public Recreation License Agreement

- 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.

Commercial/Public Recreation License Agreement

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.

Commercial/Public Recreation License Agreement

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.

Commercial/Public Recreation License Agreement

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

Commercial/Public Recreation License Agreement

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.

Commercial/Public Recreation License Agreement

- 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.

Commercial/Public Recreation License Agreement

- 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



340 170 0 340

Feet

June 26, 2014

XTFL-119RE

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

RLR... 380A3 ^{PH}

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.

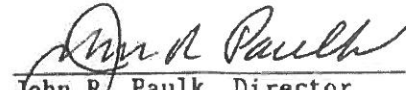
ATTEST:

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

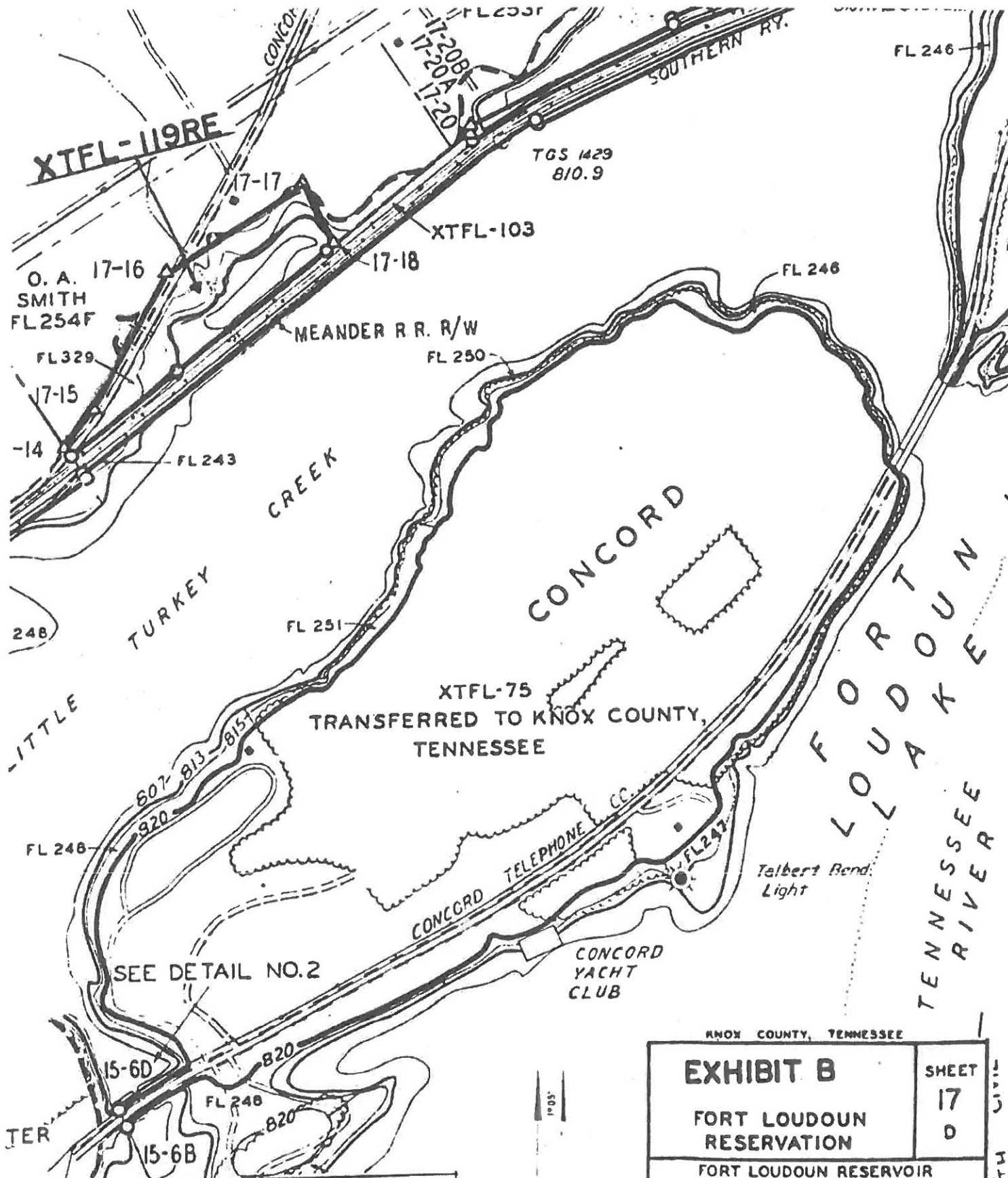
A portion of a tract of land identified in TVA land records as Tract No. XTFL-119RE, lying in the Tenth Civil District of Knox County, State of Tennessee, being bounded on the west, north, and east by lands formerly belonging to O. A. Smith, and on the south by Southern Railway Company on the left bank 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.



**GRANT OF 30 YEAR RECREATION
EASEMENT TO THE TOWN OF
FARRAGUT, TENNESSEE**

KNOX COUNTY, TENNESSEE	
EXHIBIT B	SHEET
FORT LOUDOUN RESERVATION	17 0
FORT LOUDOUN RESERVOIR TENNESSEE VALLEY AUTHORITY MAPS AND SURVEYS BRANCH	
SCALE 1" = 500'	
CHATTANOOGA NOV 1963 10 MS 421B563-D-17 R1	

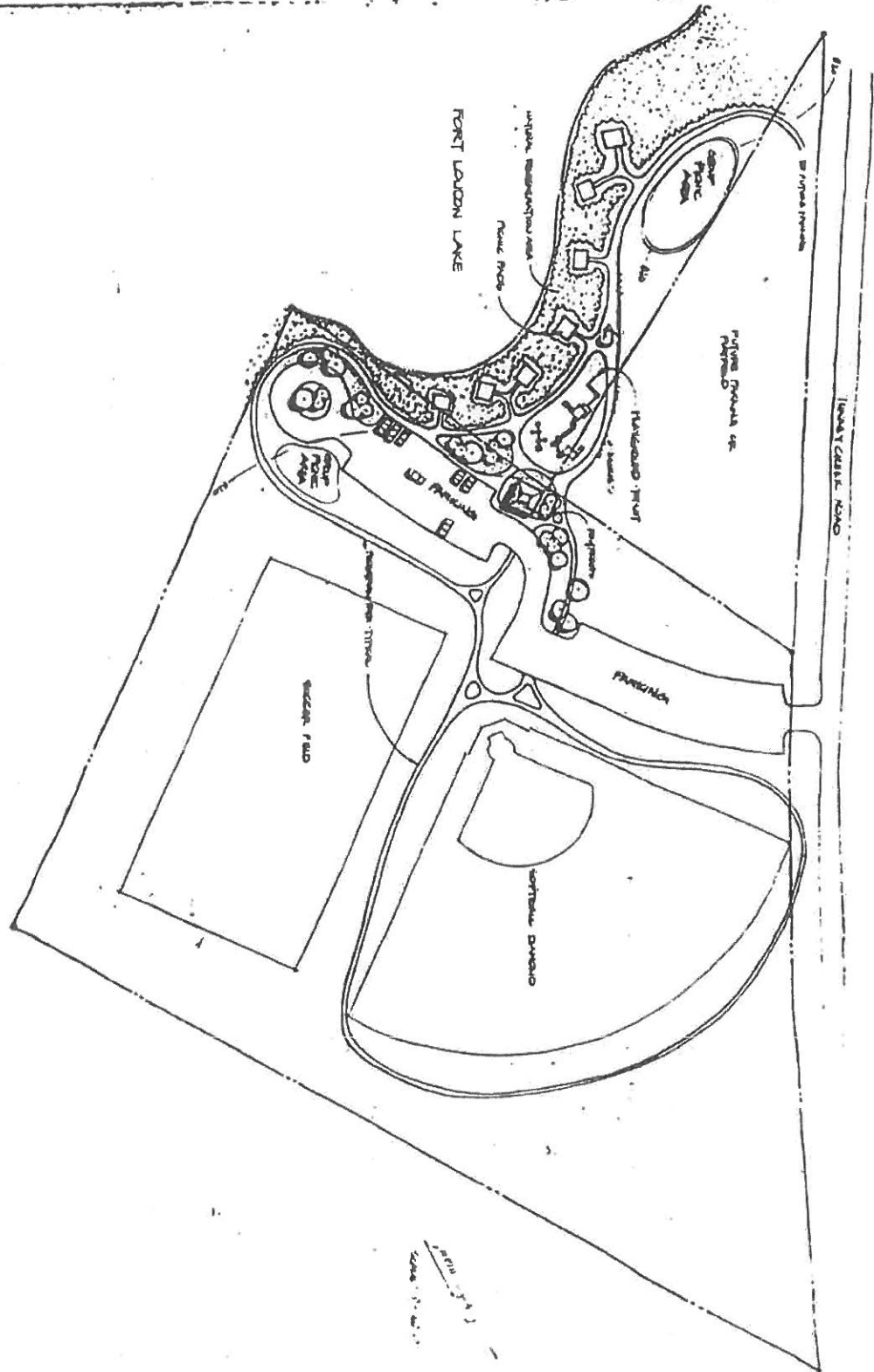


EXHIBIT C

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	_____	_____	_____	_____	_____

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	_____	_____	_____	_____	_____