

**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
June 11, 2015**

**COMMITTEE APPOINTMENTS
5:30 PM**

**FARRAGUT BRANDING IMPLEMENTATION PRESENTATION
6:00 PM**

**BEER BOARD MEETING
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. AmeriCorps End-of-Year Presentation
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. May 28, 2015
- VI. Ordinances**
 - A. Public Hearing & Second Reading
 1. Ordinance 15-08, Fiscal Year 2016 Annual Budget
 - B. First Reading
 1. Ordinance 15-07, to rezone a portion of Parcel 104, Tax Map 141, located at 421 Everett Road, 15.385 Acres, from R-1 to R-1/OSR (Homestead Land Holdings, LLC, Applicant)
- VII. Business Items**
 - A. Approval of Amendments to the Farragut Folklife Museum Committee Charter and By-Laws
 - B. Approval of Crown Castle ground lease renewal for the Fretz Road telecommunications tower located on the Town of Farragut Public Works property
 - C. Approval of Contract 2016-01, Annual On-Call Road Maintenance
 - D. Approval of Contract 2016-02, Annual On-Call Pavement Markings

- E. Approval of Contract 2016-03, Annual On-Call Guardrail Maintenance
- F. Approval of Contract 2016-04, Annual On-Call Signal Maintenance
- G. Approval of Contract 2016-06, Municipal Code Recodification Services
- H. Approval of Resolution R-2015-03, Fiscal Year 2016 Fee Schedule
- I. Approval of Fiscal Year 2016 Committee Appointments

VIII. Town Administrator's Report

IX. Town Attorney's Report

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

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, May 14, 2015 at 7:00 p.m. Members present were Mayor McGill, Aldermen Markli and Pinchok; Aldermen Honken and LaMarche were absent.

Approval of Agenda

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

Mayor's Report

AmeriCorps End-of-Year Presentation

Nicole Stephens, AmeriCorps intern, presented the end-of-year presentation highlighting projects conducted throughout the year.

Citizens Forum

Steve Stow, 12430 Comblain Road, addressed the board concerning the branding project and new tag line.

Allison Sousa, Farragut Business Alliance, informed the board the Business Alliance supports the R-6 rezoning for Continental Properties.

Approval of Minutes

Motion was made to approve the minutes of May 28, 2015 as presented. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

Ordinances

Public Hearing & Second Reading

Ordinance 15-08, Fiscal Year 2016 Annual Budget

Motion was made to approve Ordinance 15-08 on second and final reading. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

First Reading

Ordinance 15-07, to rezone a portion of Parcel 104, Tax Map 141, located at 421 Everett Road, 15.385 Acres, from R-1 to R-1/OSR (Homestead Land Holdings, LLC, Applicant)

Motion was made to approve Ordinance 15-07 on first reading. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

Business Items

Approval of Amendments to the Farragut Folklife Museum Committee Charter and By-Laws

Motion was to approve a change in the number of members of the Farragut Folklife Committee By-Laws and Charter from 15 to 11 members. Moved by Alderman Markli,

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

Approval of Crown Castle ground lease renewal for the Fretz Road telecommunications tower located on the Town of Farragut Public Works property

Motion was made to approve the new lease terms with Crown Castle as proposed below for the Fretz Road Telecommunications Property:

- One five year term beginning 2015 with two automatic 10 year renewals; expire 2040
- \$30,000 within 60 days of agreement signing and rent
- Term 1: Beginning upon signing: base rent of \$15,000 with a 3% annual escalator
- Term 2 and 3: Beginning 2020: base rent of \$30,000 with a 3% annual escalator
- Additional: 20% revenue share for any future tenants not already on the tower

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

Approval of Contract 2016-01, Annual On-Call Road Maintenance

Motion was made to award Contract 2016-01 to PRI of East Tennessee, Inc. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

Approval of Contract 2016-02, Annual On-Call Pavement Markings

Motion was made to award Contract 2016-02 to Volunteer Highway Supply Co., Inc. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

Approval of Contract 2016-03, Annual On-Call Guardrail Maintenance

Motion was made to award Contract 2016-03 to Tennessee Gaurdrail. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

Approval of Contract 2016-04, Annual On-Call Signal Maintenance

Motion was made to award Contract 2016-04 to Progression Electric. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

Approval of Contract 2016-06, Municipal Code Recodification Services

Motion was made to award Contract 2016-06 to Municipal Code in the amount not to exceed the budgeted \$17,000 and to incorporate the MyMunicode bundle for online hosting of the code for \$1,295 annually. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

Approval of Resolution R-2015-03, Fiscal Year 2016 Fee Schedule

Motion was made to approve Resolution R-2015-03, FY2016 Fee schedule. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

Approval of Fiscal Year 2016 Committee Appointments

Motion was made to approve the committee appointments as listed:

Arts Council

Mary Agnes Schaefer
Sandra Dean

Beautification Committee

Claire Ansink
Gerry Gennoe
Mable Sumner
Marianne McGill
Kathy Pierre

Folklife Museum Advisory Board

Libbie Haynes
Steve Stow
Carolyn Sinclair
Louis LaMarche
Carolyn Coker

Parks & Athletics Council

Loretta Bradley
Tyler Mallison
Augie DiGiovanni
Noel Poindexter

Economic Development Committee

Drew Carson
Brandon Hackett
Pamela Milliken

Board of Zoning Appeals

Ron Williams

Plumbing, Gas, Mechanical

Steven Byrd
Gary Edsell

Visual Resources Review Board

Marty Layman
Cynthia Hollyfield

Farragut Board of Mayor and Aldermen

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Jeanie Stow
Randy Armstrong

Personnel Committee

Gary Schmitz
John Underwood
Regina Foy
Jayne Perry

Farragut / Knox County Schools Education Relations Committee

Kristen Pennycuff-Trent
Drew Carson

Stormwater Advisory Board

Joe Wolf
Violet Freudenburg

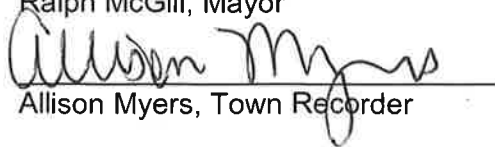
Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

Motion was made to appoint Alderman Pinchok as the Board representative to the Economic Development Committee. Moved by Mayor McGill, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche were absent; motion passed.

Meeting adjourned at 8:15 PM



Ralph McGill, Mayor



Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Ordinance 15-08, on second reading, to adopt the annual budget of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2015 and ending June 30, 2016

INTRODUCTION: The purpose of this agenda item is to approve Ordinance 15-08, on second and final reading, adopting the annual budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

BACKGROUND: The annual budget for the Town of Farragut must be approved prior to July 1, which is the start of the fiscal year for our community. The budget is also required to be balanced and remitted to the State of Tennessee Comptroller for review once it has been approved by the Board of Mayor and Aldermen (BMA). Planning for the upcoming FY2016 budget started in February 2015, with departments turning in their budget requests. The BMA also had a strategic planning session in February that prioritized a number of initiatives that have been included in the proposed budget. Since February, the Town has had several workshops to review each of the funds that will be approved as part of the FY2016 budget: General Fund, Capital Investment Fund, State Street Aid Fund, Equipment Replacement, and Insurance Fund.

DISCUSSION: The proposed FY2016 General Fund budget is balanced and maintains all of the Town's current service levels. The following are changes that have been made from first to second reading:

Increases in Expenditures

- Increase of \$10,000 for the Transportation & Infrastructure Development from \$50,000 to \$60,000. This contract was approved in FY2015 but a majority of the expenditure will be in FY2016.
- Increase of \$3,000 for the Farragut Municipal Code Recodification Services from \$7,000 to \$10,000. The project will be completed in FY2016 rather than FY2015.

No changes were made to any of the other funds.

Attached are the summary page and Ordinance 15-08 for the Board's review.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Ordinance 15-08, on second and final reading, to adopt the annual budget for the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

BOARD ACTION:

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

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

AGENDA NUMBER V1.B.1.

MEETING DATE

June 11, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 15-07, on first reading, to rezone a portion of Parcel 104, Tax Map 141, located at 421 Everett Road, 15.385 Acres, from R-1 to R-1/OSR (Homestead Land Holdings, LLC, Applicant)

BACKGROUND AND DISCUSSION: This request involves a zoning map amendment for a portion of the former Longworth Property, approximately 15.385 acres, located northwest of the Smith Road and Everett Road intersection.

Last October, Saddlebrook Properties submitted a request to rezone the entire Longworth tract, however another individual had first option to purchase the property and the rezoning request was withdrawn from the planning commission agenda at the request of the applicant. Now, the current property owner, Dr. Robert Montgomery, has agreed to sell 15.385 acres to Homestead Land Holdings, LLC, for a proposed subdivision. Therefore, the applicant is requesting to rezone the 15.385 acres of the property from R-1 to R-1/OSR.

RECOMMENDATION BY: As with any request for a zoning map amendment, the staff must refer to the Town's adopted Comprehensive Land Use Plan (CLUP) for guidance. As shown in Chapter Three of the CLUP, the area in question is specified for very low density residential (2-4 units/acre). The requested rezoning is consistent with this parcel's designation on the future land use map in the Comprehensive Land Use Plan (CLUP) which calls for very low density residential along this section of Everett Road. Moreover, given the land's physical characteristics with the stream along the western property line with Fox Run, the staff feels this property is a good candidate for the R-1/OSR Zoning District.

Everett Road currently does not meet the Town's specifications for a major collector street as provided for in the subdivision regulations. However, Ordinance 14-19, being the Everett Road Corridor Improvement Fee, established a formula based fee for certain properties along Everett Road and this property was considered as part of that ordinance. Additionally, improvements to Everett Road from Union Road to the Split Rail Farm Subdivision is slated to begin later this summer. Consequently, the road is not an issue in relation to this rezoning.

In addition to compatibility with the general plan of development and the CLUP, the requested rezoning is consistent with the Strategic Plan in that it advances Goal 4, Objectives 4 and 5, which encourage appropriate land uses for future development and consistency with Town plans (e.g. the CLUP).

At their meeting on May 21, 2015, the Farragut Municipal Planning Commission, through Resolution PC-15-06, unanimously recommended approval of the requested rezoning as reflected in Ordinance 15-07. Attached please find a survey map of the parcel that is the subject of this rezoning. Also attached is a copy of Resolution PC-15-06 and Ordinance 15-07. The staff recommends approval of Ordinance 15-07.

PROPOSED MOTION: To approve Ordinance 15-07, on first reading, to rezone a portion of Parcel 104, Tax Map 141, located at 421 Everett Road, 15.385 Acres, from R-1 to R-1/OSR.

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	_____	_____	_____	_____	_____

TOTAL AREA: 20.098

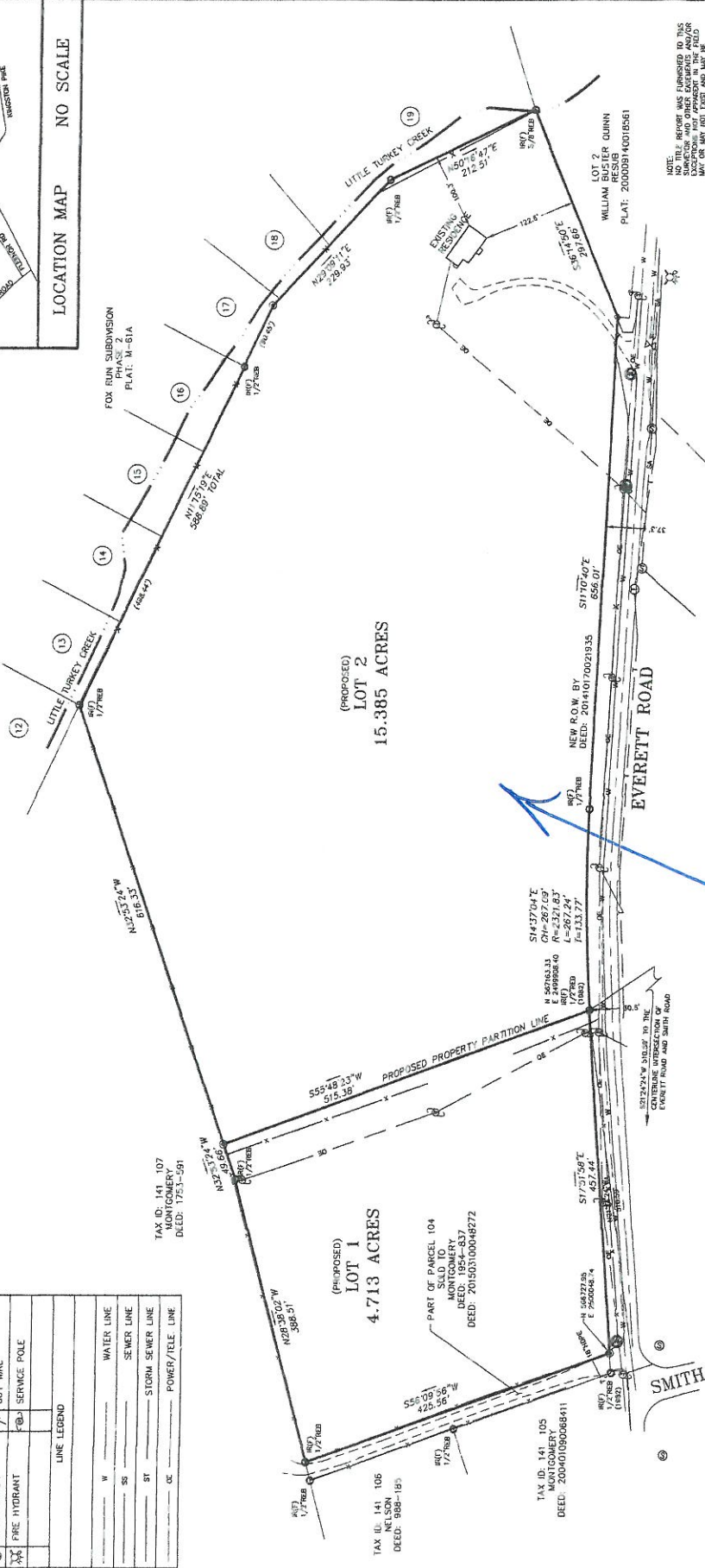


SYMBOL LEGEND	
IRON PIN (SIZE & TYPE)	IRON ROD & CAP SET
SANITARY MANHOLE	WATER VALVE
TELEPHONE MANHOLE	POWER/TELE. POLE
WATER METER	GUY WIRE
FIRE HYDRANT	SERVICE POLE
LINE LEGEND	
W	WATER LINE
SE	SEWER LINE
ST	STORM SEWER LINE
OC	POWER/TELE. LINE

- NOTES:
- IRON PINS SET AT ALL CORNERS, BY THIS SURVEY, UNLESS OTHERWISE NOTED.
 - CLT TAX MAP 141 PARCEL 104
 - CITY BLOCK No. 48700
 - DEED REFERENCE: 201503100048273
 - BEARING REFERENCE: SURVEY BY JAMES H. LOWEY, DATED 3/9/2014
 - GRID NORTH IS BASED ON TN HANS/NRSC2007
 - THIS PROPERTY DOES NOT LIE WITHIN A SSHA AS SHOWN ON FEMA FLOOD MAP 4709300239F, EFFECTIVE DATE MAY 2, 2007

LOCATION MAP NO SCALE

FOX RUN SUBDIVISION
PLAT: M-61A



(PROPOSED)
LOT 2
15.385 ACRES

(PROPOSED)
LOT 1
4.713 ACRES

TAX ID: 141 105
NELSON
DEED: 988-185

TAX ID: 141 105
MONTGOMERY
DEED: 200401500068411

TAX ID: 141 105
MONTGOMERY
DEED: 1954-837

DEED: 201503100048272

TAX ID: 141 105
MONTGOMERY
DEED: 200401500068411

LOT 2
WILLIAM RESUR
PLAT: 200009140010561

NOTE:
NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR. THE SURVEYOR HAS NO KNOWLEDGE OF ANY ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS IN THE LAND, UNLESS SHOWN BY A TITLE RECORD IN THE TITLE RECORDS OF THE COUNTY CLERK'S OFFICE.

This is to certify that I have examined the original survey and the plat and find that the same conform to the original survey and the plat and that the same are correct and true to the original survey and the plat.

Date: _____
Signature: _____



Certification of Class and Accuracy of Survey

I hereby certify that this is a subdivision survey of the land of the State of Tennessee and that the ratio of precision of the survey is 1:10,000.

Signature: _____
Date: _____

Surveyor

BOUNDARY SURVEY OF:

Tax ID: 141 104
Town of Farragut

District 6, Knox County, Tennessee

PROJECT NO.
3792

SURVEY FOR:

Saddlebrook Properties LLC
122 Perimeter Park Road
Knoxville, Tennessee 37922

Phone: 865-690-3200

REVISIONS

1. BY: R. N. MONTGOMERY
DATE: 04/16/2015

APPROVED BY: R. N. MONTGOMERY
DATE: 04/16/2015

DATE: 04/16/2015

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



LYNCH SURVEYS LLC

SUBDIVISIONS | AS-BUILTS | SITE DESIGN

4405 COSTER RD, KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEYS.COM

AGENDA NUMBER VII.A. MEETING DATE June 11, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Leisure Services Director

SUBJECT: Approval of Updated Farragut Folklife Museum Committee Charter and By-Laws

INTRODUCTION: The purpose of this item is to consider a proposed change to the Farragut Folklife Museum Committee charter and by-laws.

DISCUSSION: The Farragut Folklife Museum Committee members and Town staff are requesting that the charter and by-laws be changed so that the maximum numbers of members is 11 instead of 15. The committee currently has 11 members and this number works well. When the committee had more members, it was actually more difficult to get members to attend and share in the workload. With 11 members, the committee members understand their importance in contributing to the success of the Museum. The Farragut Folklife Museum Committee voted unanimously at their May meeting to recommend this change to the Board of Mayor and Aldermen.

RECOMMENDATION BY: Parks & Leisure Services Director Sue Stuhl for approval.

PROPOSED MOTION: To approve a change in the number of members of the Farragut Folklife Committee By-Laws and Charter from 15 to 11 members.

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	_____	_____	_____	_____	_____

AGENDA NUMBER VII. B.

MEETING DATE June 11 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Manger

SUBJECT: Ground Lease Renewal: Fretz Road Cell Tower Located on DPW/Town Property

INTRODUCTION: Crown Castle, the current lessee, is requesting the renewal of terms for their existing long term ground lease at the subject property.

BACKGROUND: The Town currently allows telecommunication facilities (cell towers) at two locations: the Fretz Road DPW yard, and off of Virtue Road adjacent to Vista subdivision.

Crown Castle, the long-term land lessee for both locations (total of three towers with several tenant-carriers), contacted us some time ago requesting to renegotiate the lease terms for both locations. After discussion with the Town Administrator and Town Attorney we decided to renegotiate terms for Fretz Road only since the current lease term expired earlier than the Virtue Road land lease. We can consider renegotiating the Virtue Road location any time in the future.

The Town Attorney and I worked with the lessee over the course of the past year to negotiate new terms which will benefit the Town financially, and extend the length of the lease to a point that makes the towers much more marketable for the lessee.

The result of that negotiation is reflected in the proposed lease amendment (attached).

EXISTING TERMS:

Negotiated four five year terms Expires 2020

Consideration: \$5,000 one-time payment and rent

Current Rent: \$8,213

PROPOSED TERMS:

One five year term beginning 2015 with two automatic 10 year renewals; Expires 2040

Consideration: \$30,000 within 60 days of agreement signing and rent

Term 1: Beginning upon signing: base rent of \$15,000 with a 3% annual escalator

Term 2 and 3: Beginning in 2020: base rent of \$30,000 with a 3% annual escalator

Additional: 20% revenue share for any future tenants not already on the tower

RECOMMENDATION BY: G. Palmer, Assistant Town Manager and T. Hale, Town Attorney

PROPOSED MOTION: Approve the new lease terms, as proposed, for the Fretz Road Telecommunications Property

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	_____	_____	_____	_____	_____

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Second Amendment") is made effective this 11th day of June, 2015, by and between the TOWN OF FARRAGUT, a Tennessee municipal corporation ("Lessor"), with a mailing address of 11408 Municipal Center Drive, Farragut, Tennessee 37934, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, and the successor by merger with BellSouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership ("Tenant"), with a mailing address of New Cingular Wireless PCS, LLC, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, Georgia 30324.

WHEREAS, Lessor and SBA, Inc. ("Original Tenant"), entered into that certain Option and Lease Agreement dated on or about December 19, 1995 (as amended and assigned, the "Agreement"), whereby Lessor originally leased to Original Tenant an approximately 2,400 square feet portion of that property (said leased portion, as amended, being the "Property") located at 731 Fretz Road (Tax Parcel # 130-074), Knoxville, Knox County, Tennessee, which property is described in Book 1985, Page 163 in the Knox County Register of Deeds ("Register of Deeds"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. The Agreement is evidenced by, and the Property is described in, that Memorandum of Lease dated March 7, 1996, and recorded on April 22, 1996, in Book 3099, Page 157 of the Register of Deeds; and

WHEREAS, Bellsouth Personal Communications, Inc., a Delaware corporation ("Bellsouth"), is the successor-in-interest in the Agreement to Original Tenant; and

WHEREAS, Lessor and Bellsouth entered into that Amendment to Option and Lease Agreement dated August 24, 2000 ("First Amendment"), whereby the parties expanded the size of the Property to approximately 3,600 square feet, among other changes. A memorandum of the First Amendment is dated August 24, 2000, and recorded on January 16, 2001, as Instrument # 200101160046062 in the Register of Deeds ("Memorandum of First Amendment"); and

WHEREAS, Tenant is the successor-in-interest in the Agreement to Bellsouth; and

WHEREAS, the Agreement has an original term, including all extended terms, that will expire on December 18, 2020 ("Original Term"), and Lessor and Tenant now desire to amend the terms of the Agreement to provide for additional extended terms beyond the Original Term, and to make other changes.

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

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

Site Name: Campbell Station
Crown BU: 813278
Cingular Site: 10017831

2. Section 3 of the Agreement is amended by deleting the first sentence in its entirety and replacing it with the following:

Tenant shall have the option to extend the terms of this Agreement for four (4) additional consecutive five (5) year periods, and thereafter for two (2) additional consecutive ten (10) year periods, thereby extending the total term until December 18, 2040, unless sooner terminated as provided in this Agreement.

3. As additional consideration for amending the Agreement in accordance with this Second Amendment, on the first day of the second full month following the full execution of this Second Amendment, the annual rent shall increase to Fifteen Thousand and No/100 Dollars (\$15,000.00), to be paid in equal monthly installments of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00). Such increase shall not be applied retroactively. Following such one-time increase, the annual rent shall continue to adjust pursuant to the terms of the Agreement as amended by Section 4 of this Second Amendment.

4. Section 4 of the Agreement is amended by deleting any reference to the fourth (4th) extended term and its related annual rent and inserting the following after the rent for the third (3rd) five (5)-year extended term:

Commencing on December 19, 2015, and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to three percent (3%) of the annual rent in effect for the year immediately preceding the Adjustment Date until December 18, 2020. On December 19, 2020, the annual rent shall increase to Thirty Thousand and No/100 Dollars (\$30,000.00), to be paid in equal monthly installments of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). Following such one-time increase, the annual rent shall continue to adjust pursuant to the terms of this Agreement, as amended. The foregoing rent increase replaces and is in lieu of the regular 3% rent increase scheduled to occur on December 19, 2020, pursuant to this Agreement, as amended.

5. Section 5 of the Agreement is amended by replacing "fourth (4th)" in each place it appears with "second (2nd) ten (10) year".

6. Section 21 of the Agreement is amended by deleting Tenant's notice address in its entirety and replacing it with the following:

Tenant: AT&T Network Real Estate Administration
Re: 10017831
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to: AT&T Legal Department- Network
Attn: Network Counsel

Site Name: Campbell Station
Crown BU: 813278
Cingular Site: 10017831

Re: 10017831
208 S. Akard Street
Dallas, Texas, 75202-4206

With a copy to: Crown Castle South LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

7. The Agreement is amended by adding a new Section 26 to the end thereto as follows:

26. Right of First Refusal. If LESSOR receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring LESSOR'S interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or LESSOR'S interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to TENANT of said offer, and TENANT shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine TENANT'S possessory or economic interest in the Property. If LESSOR'S notice covers portions of LESSOR'S parent parcel beyond the Property, TENANT may elect to acquire an interest in only the Property, and the consideration shall be pro-rated on an acreage basis. LESSOR'S notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of LESSOR'S parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the LESSOR'S notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If TENANT does not exercise its right of first refusal by written notice to LESSOR given within thirty (30) days, LESSOR may convey the property as described in the LESSOR'S notice. If TENANT declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and TENANT'S right of first refusal shall survive any such conveyance. TENANT shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after TENANT'S receipt of LESSOR'S notice and the assignment shall be effective upon written notice to LESSOR.

Site Name: Campbell Station
Crown BU: 813278
Cingular Site: 10017831

8. In addition to the rent currently paid by Tenant to Lessor pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Property, if, after full execution of this Second Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Future Subtenant"), Tenant agrees to pay to Lessor twenty percent (20%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property and there shall be no express or implied obligation for Tenant to do so. Lessor acknowledges that Lessor shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this Section to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Property prior to execution of this Second Amendment shall be expressly excluded from the Additional Rent and Lessor shall have no right to receive any portion of such revenue. Notwithstanding anything in this Section to the contrary, the parties agree and acknowledge that any payments made between or among Tenant and Crown Castle South LLC, a Delaware limited liability company ("Crown"), or their parents, affiliates, successors and/or assigns shall be expressly excluded from the provisions of this Section and Lessor shall have no right to receive any portion of such payments.

9. As additional consideration for amending the Agreement in accordance with this Second Amendment, Tenant agrees to pay to Lessor Thirty Thousand and No/100 Dollars (\$30,000.00) within sixty (60) days of full execution of this Second Amendment by both parties ("Signing Bonus"). Lessor acknowledges that the Signing Bonus may be paid by Crown on behalf of Tenant. By signing this Second Amendment, Lessor agrees to accept the Signing Bonus from Crown, and Lessor further agrees that the acceptance by Lessor of the Signing Bonus will be a complete accord and satisfaction of that said obligation. Upon payment of the Signing Bonus, Lessor waives and releases Tenant and Crown from any and all claims Lessor may have pursuant to the Agreement (or otherwise) related to or arising out of the Signing Bonus.

10. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Tenant as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Second Amendment, Lessor owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority

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arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Lessor shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(d) Upon Tenant's request, Lessor shall cure any defect in Lessor's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Property.

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

(f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

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

12. If requested by Tenant, Lessor will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Tenant. Lessor shall be entitled to no further consideration for the foregoing matters.

13. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. This instrument may be executed in any

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number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

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Crown BU: 813278
Cingular Site: 10017831

PPAB 2665656V3

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

LESSOR:

TOWN OF FARRAGUT,
a Tennessee municipal corporation

By: _____(SEAL)

Print Name: _____

Title: _____

Site Name: Campbell Station
Crown BU: 813278
Cingular Site: 10017831

PPAB 2665656V3

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

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation

Its: Manager

By: _____ (SEAL)
Nellie Jabbari
Area Manager Real Estate Transactions

Site Name: Campbell Station
Crown BU: 813278
Cingular Site: 10017831

Prepared out of State.

Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Tax Parcel # 130-074

Cross Index with Book 3099, Page 157 and
Instrument # 200101160046062;

MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Amended Memorandum") is made effective this ____ day of _____, 2015, by and between the TOWN OF FARRAGUT, a Tennessee municipal corporation ("Lessor"), with a mailing address of 11408 Municipal Center Drive, Farragut, Tennessee 37934, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, and the successor by merger with Bellsouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of BellSouth Carolinas PCS, L.P., a Delaware limited partnership ("Tenant"), with a mailing address of New Cingular Wireless, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324.

WHEREAS, Lessor and SBA, Inc. ("Original Tenant"), entered into that certain Option and Lease Agreement dated on or about December 19, 1995 (as amended and assigned, the "Agreement"), whereby Lessor originally leased to Original Tenant an approximately 2,400 square feet portion of that property (said leased portion, as amended, being the "Property") located at 731 Fretz Road (Tax Parcel # 130-074), Knoxville, Knox County, Tennessee, which property is described in Book 1985, Page 163 in the Knox County Register of Deeds ("Register of Deeds"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. The Agreement is evidenced by, and the Property is described in, that

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Memorandum of Lease dated March 7, 1996, and recorded on April 22, 1996, in Book 3099, Page 157 of the Register of Deeds; and

WHEREAS, Bellsouth Personal Communications, Inc., a Delaware corporation ("Bellsouth"), is the successor-in-interest in the Agreement to Original Tenant; and

WHEREAS, Lessor and Bellsouth entered into that Amendment to Option and Lease Agreement dated August 24, 2000 ("First Amendment"), whereby the parties expanded the size of the Property to approximately 3,600 square feet, among other changes. A memorandum of the First Amendment is dated August 24, 2000, and recorded on January 16, 2001, as Instrument # 200101160046062 in the Register of Deeds ("Memorandum of First Amendment"); and

WHEREAS, Tenant is the successor-in-interest in the Agreement to Bellsouth; and

WHEREAS, the Agreement has an original term, including all extended terms, that will expire on December 18, 2020 ("Original Term"), and Lessor and Tenant now desire to amend the terms of the Agreement to provide for additional extended terms beyond the Original Term, and to make other changes; and

WHEREAS, Lessor and Tenant made and entered into a Second Amendment to Option and Lease Agreement of even date herewith ("Second Amendment") and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Lessor has granted Tenant, its successors and assigns, options to extend the lease of the Property for two (2) additional ten (10)-year extended terms beyond the Original Term, such that the Original Term and all extended terms of the Agreement may last for a term of forty-five (45) years, expiring on December 18, 2040, unless sooner terminated as provided in the Agreement; provided that upon expiration of the extended terms, the Agreement shall automatically renew for one (1)-year terms unless either party provides notice of termination to the other party at least six (6) months prior to the end of such annual term.

2. The description of the Property is provided in the Memorandum of First Amendment.

3. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Lessor's interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Property. The details of the right of

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first refusal granted to Tenant in the Second Amendment are provided in detail in the Second Amendment.

4. If requested by Tenant, Lessor will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Tenant. Lessor shall be entitled to no further consideration for the foregoing matters.

5. This Amended Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

LESSOR:

TOWN OF FARRAGUT,
a Tennessee municipal corporation

By: _____ (SEAL)
Print Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

Before me, _____, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of the Town of Farragut, a Tennessee municipal corporation, the within-named bargainor, and that he/she, as such officer, being duly authorized so to do, executed the foregoing Memorandum Second Amendment to Option and Lease Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal at office on this the _____ day of _____, 2015.

Notary Public

My Commission Expires:

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Cingular Site: 10017831

IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

Tenant:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation

Its: Manager

By: _____ (SEAL)
Nellie Jabbari
Area Manager Real Estate Transactions

STATE OF _____)

COUNTY OF _____)

Before me, _____, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Nellie Jabbari, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Area Manager Real Estate Transactions of AT&T Mobility Corporation, a Delaware corporation, as Manager for New Cingular Wireless PCS, LLC, a Delaware limited liability company, the within-named bargainor, and that he/she, as such officer, being duly authorized so to do, executed the foregoing Memorandum of Second Amendment to Option and Lease Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal at office on this the ____ day of _____, 2015.

Notary Public

My Commission Expires:

Site Name: Campbell Station
Crown BU: 813278
Cingular Site: 10017831

BIN#: 004261

PCN#: CAL

Envoy BIN #: 002538

Radius Search

Search returns list of pharmacies within the selected mileage radius from an address.

Pharmacy Look Up

Search returns list of pharmacies matching an input name or phone number.

You Searched For

11408 Municipal Center Dr.
Farragut, TN 37934

We Found

123 providers found within 15 mi

Show the pharmacist your 'Tmesys Prescription Card.' If you do not have one, please choose the delivery method you prefer.


[Download Now](#)

[Receive an Email](#)

[Text Message](#)

☐ <u>Pharmacy</u>	<u>Address</u>	<u>Additional Info</u>	<u>Miles</u>	<u>Phone</u>	<u>Service</u>
☐ Walgreens #5053	601 N Campbell Station Farragut, TN 37922		1.22	865-675-0880	All Net Compe Drive-u Durabl Handic
☐ Walgreens #3955	10701 Kingston Pike Farragut, TN 37934		1.24	865-671-4155	All Net Compe Drive-u Durabl Handic
☐ Walgreens #7760	11927 Kingston Pike Knoxville, TN 37934		1.28	865-671-0913	All Net Compe Drive-u Durabl Handic
☐ Walgreens #3209	8950 Kingston Pike Knoxville, TN 37923		5.00	865-694-1192	All Net Compe Drive-u Durabl Handic Open 2

Site Name: Campbell Station
Site Number: 232-031
Crown Site No: _____

AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS AMENDMENT TO OPTION AND LEASE AGREEMENT (the "Amendment") is made and entered into this 14th day of August, 2000, by and between TOWN OF FARRAGUT ("Owner") and BELL SOUTH PERSONAL COMMUNICATIONS, INC. ("BellSouth").

WITNESSETH:

WHEREAS, Owner and SBA, Inc. entered into and executed that certain Option and Lease Agreement, dated December 19, 1995 (the "Agreement") as evidenced by that certain Memorandum of Lease of record in Trust Book 3099, page 157, Knox County Register's Office, to lease certain real property located in Knox County, Tennessee, together with certain rights of way (the "Property"); and

WHEREAS, BellSouth is the permitted assignee of SBA, Inc. under the Agreement; and

WHEREAS, Owner and BellSouth agree to amend the Agreement as set forth below.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Owner and BellSouth, intending to be legally bound, do hereby covenant and agree as follows:

1. Leased Premises. Effective upon issuance of a building permit, Owner hereby leases to BellSouth the premises described on Exhibit "A" attached hereto and incorporated herein by reference. Owner and BellSouth agree that effective upon issuance of a building permit, "Property", as defined in the Agreement, is hereby amended by substituting Exhibit "A" attached hereto, so that from and after the issuance of a building permit through the remainder of any renewal term under the Agreement, unless earlier terminated as provided herein or in the Agreement, the "Property" shall be deemed to be as described on Exhibit "A" attached hereto and shall be deemed attached to the Agreement. Owner and BellSouth agree to execute and deliver a recordable document to reflect the additional property leased to BellSouth, and to take such other actions and deliver such other documents as may be necessary or desirable to permit BellSouth to insure its interests in the premises described on Exhibit "A".

2. Consideration. Owner and BellSouth agree that, effective thirty (30) days subsequent to issuance of a building permit, the annual rental will be increased by Two Thousand Four Hundred Dollars (\$2,400.00) per annum, partial months to be prorated. By virtue of the Agreement and this Amendment, the total annual rental to be paid by BellSouth to Owner during the initial term shall be Five Thousand Four Hundred Dollars (\$5,400.00). The increased annual rental is to be paid in equal monthly installments together with and in the same manner as the rental payable with respect to the remainder of the Property. Said increased annual rental shall be due and payable, and paid, only on a prospective basis and Owner shall not be entitled to any retroactive or back rent.

3. Extended Term Rental. Paragraph 4 of the Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

0655955.02
100462-000 08/17/2000

by (Initials) JA Date 8/19/03 BUN 813278

COD update _____ Lease/License # 30341 Site ID _____ Doc Type I

"The annual rental during the extended terms shall be as follows:

First Renewal Term	\$ 6,210.00
Second Renewal Term	\$ 7,146.00
Third Renewal Term	\$ 8,213.00
Fourth Renewal Term	\$ 9,445.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term."

4. Additional Consideration. In addition to the rental amounts referenced in paragraphs 2 and 3 above, BellSouth will pay a one-time lump sum payment to Owner in the amount of Five Thousand and No/100 Dollars (\$5,000.00), said sum to be paid upon issuance of a building permit.

5. Agreement in Effect. Except as herein expressly modified and amended, the Agreement shall remain in full force and effect pursuant to each and every of its terms and conditions. Except as otherwise defined herein, capitalized terms herein shall have the meaning attributed to them in the Agreement.

6. Governing Law. This Amendment shall be governed, construed, and enforced under and by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the date and year first above written.

OWNER:

TOWN OF FARRAGUT

By: W. Edward Ford, Jr.

Title Mayor

BELLSOUTH:

per BELLSOUTH PERSONAL COMMUNICATIONS, INC.

By: Stephen A. Brake

Title: Stephen A. Brake,
Assistant Vice President

EXHIBIT A**Legal Description of Property**

SITUATED in District No. Six (6) of Knox County, Tennessee, and being more fully described as follows:

TO FIND THE POINT OF BEGINNING commence at a right-of-way monument located at the Northeastern corner of the property of Town of Farragut described in Deed Book 1985, page 163, said monument also marking the point of intersection of the Western line of Fretz Road and the Southern line of Interstate 40; thence from said point, South 56° 02' 48" West, 962.29 feet to an iron rod on the southeasterly corner of property previously leased to BellSouth Personal Communications, Inc. (Trust Book 3099, page 157, Knox County Register); thence South 18° 01' 48" East, 10.00 feet to the point of BEGINNING herein; thence from said point of BEGINNING South 71° 57' 45" West, 60.00 feet; thence North 18° 01' 48" West, 60.00 feet; thence North 71° 57' 45" East, 60.00 feet; thence South 18° 01' 48" East, 60.00 feet to the point of BEGINNING containing 3600 square feet, together with the easements previously granted as evidenced by Memorandum of Lease of record in Trust Book 3099, page 157, Knox County Register's Office.

Being part of the same property conveyed to Town of Farragut by Warranty Deed from M. A. Schubert and wife, Martha B. Schubert, dated August 10, 1989, of record in Deed Book 1985, page 163, in the Knox County Register's Office.

The foregoing property includes the property leased to BellSouth Personal Communications, Inc. by Lease from Town of Farragut, as evidenced by Memorandum of Lease dated March 7, 1996, recorded April 22, 1996, in Trust Book 3099, page 157, in the Knox County Register's Office.

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9/23

SVP

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OPTION AND LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, between The Town of Farragut, (the "LESSOR") and SBA, INC. (the "TENANT").

PROPERTY

LESSOR is the owner of certain real property located in Knox County, State of Tennessee and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 2,400 square feet, together with a right of way thereto, as hereinafter described (such portion of real property and such right of way being hereinafter called the "Property"). The Property is more specifically described in, and substantially shown as outlined on Exhibit "A" attached hereto and made a part hereof.

OPTION

NOW THEREFORE, in consideration of the sum of Two Hundred and Fifty Dollars (\$250.00) (the "Option Money"), to be paid by TENANT to LESSOR upon TENANT's execution of this Agreement, LESSOR hereby grants to TENANT the exclusive right and option (the "Option") to lease the Property in accordance with the terms and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to June 1, 1996 (the "Option Period"). At TENANT's election, and upon TENANT's written notice to LESSOR prior to expiration of the Option Period, the Option Period may be further extended for an additional period of six (6) months, through and including December 1, 1996 with an additional payment of Two Hundred and Fifty Dollars (\$250.00) by TENANT to LESSOR for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

Transfer of Option. The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, or to BELLSOUTH or its parent or any affiliate or subsidiary of BELLSOUTH, or to any third party agreeing to be subject to the terms hereof, with LESSOR's prior written approval. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LESSOR, such consent not to be unreasonably withheld. From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

WET

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LESSOR decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LESSOR contiguous to, surrounding, or in the vicinity of the Property ("LESSOR's Surrounding Property"), LESSOR shall immediately notify TENANT in writing. Any sale of the Property or any portion thereof shall be subject to TENANT's rights under this Agreement. LESSOR agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LESSOR shall not initiate or consent to any change in the zoning of the Property or LESSOR's Surrounding Property or impose or consent to any change in the zoning of the Property or LESSOR's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this AGREEMENT.

Title. LESSOR warrants that LESSOR is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LESSOR further warrants that there are no deeds to secure debt, deeds of trust, mortgages, liens or judgments encumbering the Property except as set forth in Exhibit B, and that there are no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement, except as set forth in Exhibit B.

Inspections. LESSOR shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LESSOR harmless against any loss or damage for personal injury and physical damage to the Property, LESSOR's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

Surveys. LESSOR also hereby grants to TENANT the right to survey the Property and LESSOR's Surrounding Property, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". LESSOR grants TENANT the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by TENANT to be relevant and pertinent, as such information relates to LESSOR's Surrounding Property. Cost for such survey work shall be borne by TENANT. If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses or approvals, TENANT desires to alter or modify the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable) so as to relocate all or any portion of the

Property to other portions of LESSOR's Surrounding Property (a "Relocation Site"), TENANT shall notify LESSOR of such desire and deliver to LESSOR a copy of the survey and legal description of the portions of the Property and LESSOR's Surrounding Property that TENANT proposes as a Relocation Site. LESSOR shall have the right to approve any Relocation Site, and LESSOR agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LESSOR agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LESSOR and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LESSOR approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable), and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LESSOR shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property.

Governmental Approvals. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LESSOR's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LESSOR shall cooperate with Tenant in and agrees not to register any written or verbal opposition to any such procedures.

Utility Services. During the Option Period, and during the term of this Agreement if the Option is exercised, LESSOR shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way, LESSOR hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT or to the utility company. If LESSOR fails to fulfill LESSOR's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LESSOR upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including (but not limited to) costs of environmental assessments, title examinations, zoning application fees, and attorneys' fees and other legal expenses of TENANT.

Exercise of Option. TENANT shall exercise the Option by written notice to LESSOR by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement

shall also constitute a lease agreement between LESSOR and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. Lease of Property. LESSOR hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty-foot (20') wide right of way extending from the nearest public right of way, which is known as Fretz Road, to the Property, as such right-of-way is shown on Exhibit "A" hereto.

2. Initial Term and Rental. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of Three Thousand Dollars (\$3,000.00) to be paid in equal monthly installments on the first day of each month during the term, in advance, to The Town of Farragut or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. Extension of Term. TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LESSOR unless TENANT gives LESSOR written notice of its intention not to exercise any such option at least six (6) months prior to the end of the then-current term, in which event the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. Extended Term Rental. The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$3,450.00
2nd	\$3,972.00
3rd	\$4,563.00
4th	\$5,247.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. Continuance of Lease. If, at least six (6) months prior to the end of the fourth (4th) extended term, either LESSOR or TENANT has not given the other written notice of its desire that

the term of this Agreement end at expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. USE. TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LESSOR grants TENANT the right to use such portions of LESSOR's Surrounding Property as are reasonably required during construction, installation, maintenance, and operation of the Communications Facility. TENANT will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition. It is understood and agreed that TENANT's ability to use the Property is contingent upon its obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT, at its sole and absolute discretion, shall have the right to terminate this Agreement with ninety (90) days prior written notice to LESSOR and a lump sum payment to LESSOR in an amount equal to six months rental at the rate in effect at the time of termination. Notice of the TENANT's exercise of its right to terminate shall be effective when given in accordance with the notice requirements of this Agreement. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

7. Governmental Approvals. LESSOR shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LESSOR as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the option, any necessary certificate,

permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LESSOR and all rentals paid to LESSOR prior to the termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and LESSOR and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. Indemnification. TENANT shall indemnify and hold LESSOR harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LESSOR or its employees or agents. LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy. LESSOR shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Surrounding Property by the LESSOR or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees or agents.

9. Taxes. LESSOR shall pay, prior to delinquency, all ad valorem real property taxes levied against the Property which are not separately levied or assessed against TENANT's improvements. TENANT shall be responsible for making any necessary returns for and paying any and all other property taxes separately levied or assessed against the improvements constructed by TENANT on the Property. TENANT shall reimburse LESSOR, as additional rent, for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT.

10. Removal of Improvements. Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LESSOR's option, upon termination of this Agreement and upon LESSOR's advance written notice to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LESSOR. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rate basis

if based upon a longer payment term, until such time as the removal is completed.

11. Sale of Property. If LESSOR, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LESSOR's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LESSOR agrees not to sell, lease or use any other areas of LESSOR's Surrounding Property for the installation, operation or maintenance of other communications facilities if, in TENANT's sole judgment, such installation, operation or maintenance would interfere with TENANT's facilities.

12. Quiet Enjoyment. LESSOR covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

13. Assignment. This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, to any successor entity with or into which TENANT is sold, merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company, or to BELLSOUTH or its parent or any affiliate or subsidiary of BELLSOUTH, or to any third party agreeing to be subject to the terms hereof with LESSOR'S prior written approval. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, such consent not to be unreasonably withheld. TENANT may sublease the Property and its equipment, but will provide notice to LESSOR of the sublease.

14. Condemnation. If the whole of the Property, or such portion thereof as will make the Property unusable in TENANT's sole judgment for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. Subordination. At LESSOR's option, this Agreement shall be subordinate to any deed to secure debt, deed of trust or mortgage by LESSOR which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt, deed of trust or mortgage shall, either in the deed to secure debt, deed of trust or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LESSOR's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement

shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt, deed of trust or mortgage on the date of the exercise of the Option, LESSOR, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to TENANT a non-disturbance agreement in recordable form from the holder of each deed to secure debt, deed of trust or mortgage.

16. Title Insurance. TENANT, at TENANT's option, may obtain title insurance on the Property. LESSOR, at LESSOR's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LESSOR fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

17. Hazardous Substances. LESSOR shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LESSOR harmless from and indemnify LESSOR against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the Property requires investigation or remediation under any Hazardous Substance Law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

18. Opportunity to Cure. If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LESSOR shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty(60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

19. Default. Tenant's continuing failure to pay rental or other amounts payable under this Agreement or continuing failure to perform covenants, terms or conditions of this Agreement after the expiration of applicable cure periods shall constitute a default hereunder; and, LESSOR may then, at its option, terminate this Agreement, without affecting its right to sue for all past due rental and any other damages to which LESSOR may be entitled.

In the case of such termination, no refund of prepaid rental shall be made, and this Agreement shall terminate and come to an end as fully and completely as if such were the day herein definitely fixed for the end and expiration of this Agreement; and TENANT shall then quit and surrender the Property to LESSOR as provided herein.

20. Governing Law. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located.

21. Notices. All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT: SBA, Inc.
6001 Broken Sound Pkwy.
Boca Raton, FL 33487

LESSOR: The Town of Farragut
P. O. Box 22190
Farragut, TN 37933-0190

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

22. Binding Effect. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of

LESSOR and TENANT and shall constitute covenants running with the land.

23. Miscellaneous. This Agreement cannot be modified except by a written modification executed by LESSOR and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LESSOR and TENANT, and no verbal or oral agreements, promises statements, assertions or representations by LESSOR or TENANT or any employees, agents, contractors or other representatives of either, shall be binding upon LESSOR or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

At the request of TENANT, LESSOR agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

24. Survival. The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

25. Attorney's Fees. In connection with any litigation arising out of this Agreement, the prevailing party, whether LESSOR or TENANT, shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees for services rendered in connection with any enforcement of breach of contract, including appellate proceedings and post judgment proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

LESSOR:

W. Edward Ford, III
W. Edward Ford, III,
Mayor of the Town of Farragut

TENANT:

SBA, Inc. _____

By: RONALD G. BIZICK II.

Title: EXECUTIVE VICE PRESIDENT

STATE OF Tennessee
COUNTY OF Knox

Personally appeared before me, a Notary Public of the state and county aforesaid, W. Edward Ford, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, in Knoxville, this 14 day of December, 1995. TP


Notary Public

My Commission Expires: "

April 27, 1999

EXHIBIT "A"

(A Legal description of the entire tract of land owned by Lessor is to be attached)

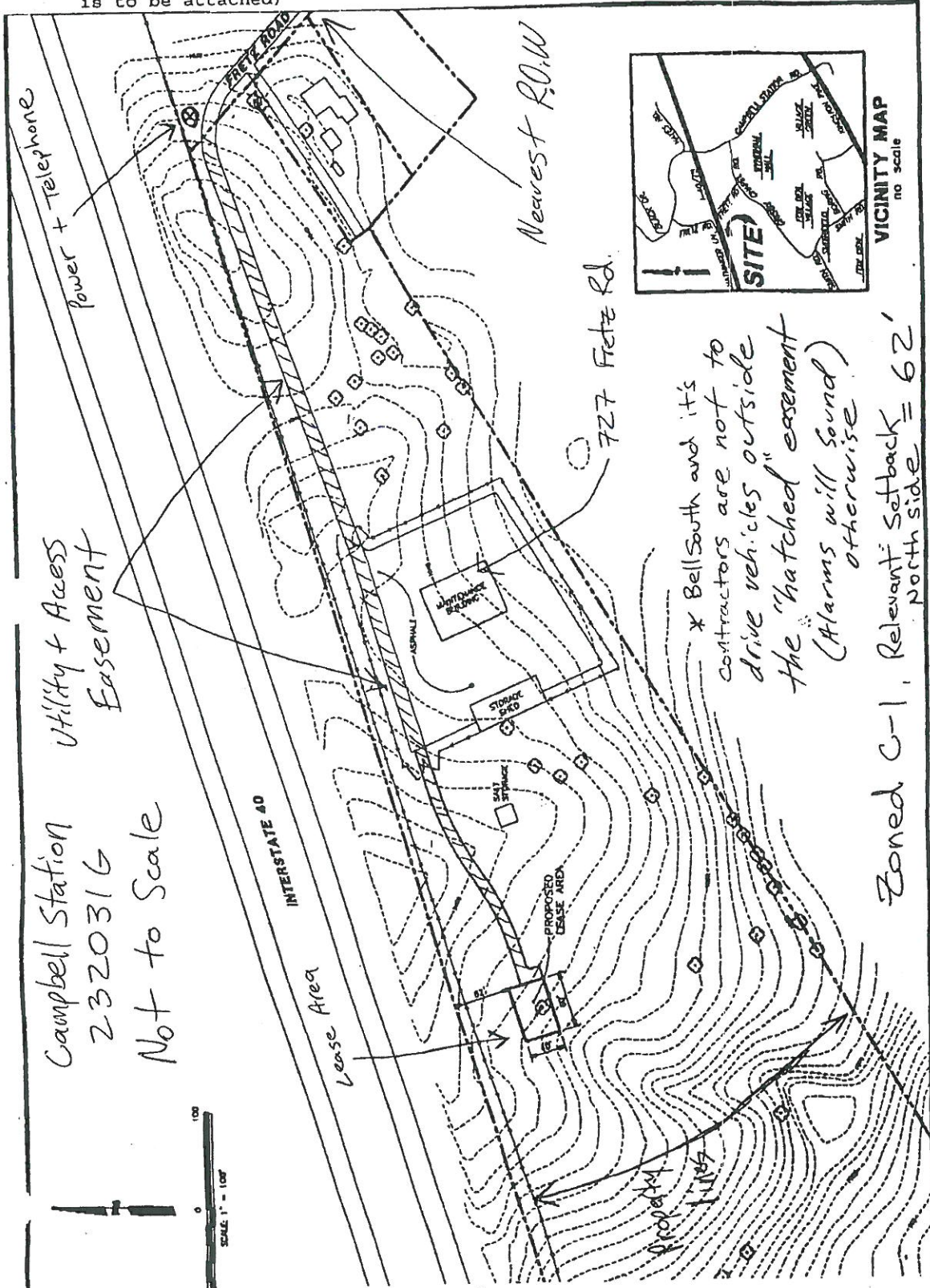


EXHIBIT "B"

List all Deeds to Secure Debts, Deed of Trust Mortgages, Liens or Judgments encumbering the Property.

If none, please state "none".

Debts:

Lender:

Loan Officer Name and Telephone:

Loan Number:

Liens:

Judgments:

Town
046244

This Instrument prepared by:

John T. Buckingham, Attorney
Kramer, Rayson, McVeigh,
Leake & Rodgers
Post Office Box 629
Knoxville, Tennessee 37901-0629

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that M. A. SCHUBERT and wife, MARTHA B. SCHUBERT, have bargained and sold, and by these presents do transfer and convey unto the TOWN OF FARRAGUT, a municipal corporation, fee simple title to the land more particularly described as follows:

BEING situated in District No. 6, Knox County, Tennessee, within the Town of Farragut, and being more particularly bounded and described, as follows:

BEGINNING at a concrete right of way monument 01 at the intersection of the southern right of way line of Interstate 40/75 with the southwestern right of way line of Fretz Road; thence, with the southwestern right of way line of Fretz Road S50°06'E, 122.92 feet to an iron pin; thence, with the property of Carvon and Eula Harness S57°06'W, 206.72 feet to an iron pin; thence, with the property of Ivan and Emma Faye Harness S57°28'W, 1390.21 feet to an iron pin; thence, with the property of Knoxville Suburban Builders, Inc., N33°47'W, 473.12 feet to a concrete right of way monument in the southern right of way line of Interstate 40/75; thence, with the right of way line of Interstate 40/75 four calls as follows:

- (1) N33°24'W, 25.32 feet to a concrete right of way monument;
- (2) thence, N72°03'E, 291.20 feet to a concrete right of way monument;
- (3) thence, N18°05'W, 26.13 feet to a concrete right of way monument;
- (4) thence, N71°58'E, 1324.31 feet to the point of beginning;

COUNTERSIGNED

AUG 11 1989
PARK M. (Parkey) STRADER
KNOX COUNTY
PROPERTY ASSESSOR

EX W

and containing 11.410 acres more or less; in accordance with Drawing No. 89085 by Urban Engineering, Inc., Farragut, Tennessee.

BEING the same property conveyed to M. A. Schubert and wife, Martha B. Schubert, by deed from Furrow Auction Company, a Tennessee Corporation, dated May 24, 1978, and found of record in Deed Book 1643, page 553, in the Register's Office for Knox County, Tennessee.

This conveyance is made in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged.

BOOK 1985 PAGE 0163

RECEIVED FOR
RECORDING
FARRAGUT, TN
AUG 11 3 23 PM '89
S. H. HALL

TO HAVE AND TO HOLD said land, with the appurtenances,
estate, title and interest thereto belonging, to the said Town of
Farragut. Grantors covenant with the said Town of Farragut that
they are lawfully seized and possessed of said land in fee
simple, have a right to convey it and that same is unencumbered.

Grantors further covenant and bind themselves, their
heirs, successors and assigns, to warrant and forever defend the
title to said land to the said Town of Farragut against the
lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have executed this instru-
ment the day and year first above written.

M. A. Schubert
M. A. SCHUBERT

Martha B. Schubert
MARTHA B. SCHUBERT

STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, James D. Frady,
a Notary Public, M.A. SCHUBERT and wife, MARTHA B. SCHUBERT, the
within named bargainors, with whom I am personally acquainted (or
proved to me on the basis of satisfactory evidence), and who
acknowledged that they executed the within instrument for the
purposes therein contained.

Witness my hand, at office, this 16th day of August,
1989.

James D. Frady
Notary Public

My Commission expires: 12-19-89.



SITE NO. 232-031C

SITUATED in District No. Six (6) of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being more fully described as follows:

TO FIND THE POINT OF BEGINNING commence at a point located in the Northeast line of Fretz Road, said point being located North 48 deg. 05 min. 56 sec. West, 40.00 feet from the Southeasternmost corner of the property described in Deed Book 1478, page 937, which corner is a common corner of property of Butler described in Deed Book 1727, page 647; thence from said point leaving Fretz Road, North 41 deg. 54 min. 04 sec. East, 17.89 feet to a point; thence with the arc of a curve to the right, having a radius of 500.00 feet, a chord bearing and distance of North 49 deg. 20 min. 11 sec. East, 129.40 feet, and an arc distance of 129.77 feet to a point; thence North 56 deg. 46 min. 17 sec. East, 144.67 feet to a point; thence North 33 deg. 13 min. 43 sec. West, 10.0 feet to an iron rod marking the point of BEGINNING herein; thence from said point of BEGINNING, South 56 deg. 46 min. 17 sec. West, 60.00 feet to an iron rod; thence North 33 deg. 13 min. 43 sec. West, 40.00 feet to an iron rod; thence North 56 deg. 46 min. 17 sec. East, 60.00 feet to an iron rod; thence South 33 deg. 13 min. 43 sec. East, 40.00 feet to the point of BEGINNING.

TOGETHER WITH an easement for ingress, egress and utilities thereto upon and over a strip of land 20 feet in width, lying 10 feet on either side of the following described line:

TO FIND THE POINT OF BEGINNING commence at a point located in the Northeast line of Fretz Road, said point being located North 48 deg. 05 min. 56 sec. West, 40.00 feet from the Southeasternmost corner of the property described in Deed Book 1478, page 937, which corner is a common corner to property of Butler described in Deed Book 1727, page 647; thence from said point leaving Fretz Road, North 41 deg. 54 min. 04 sec. East, 17.89 feet to a point; thence with the arc of a curve to the right, having a radius of 500.00 feet, a chord bearing and distance of North 49 deg. 20 min. 11 sec. East, 129.40 feet, and an arc distance of 129.77 feet to a point; thence North 56 deg. 46 min. 17 sec. East, 144.67 feet to a point, being the termination point of said easement.

BEING part of the same property conveyed to Morris L. Shagan and wife, Barbara Jean Shagan, by deed from Elizabeth Headrick, Widow, dated April 26, 1972, and recorded in Deed Book 1478, page 937, in the records of the Knox County Register's Office.

EXHIBIT A

SITE DATA PACKAGE

An accumulation of all the field information. When complete this package will serve as a complete/final source document for BellSouth. It is important that every portion of it be addressed. Attach all Candidate Sheets and Site Acquisition Request Forms.

Site Name: Campbell Station
Site #: 232031G
Date Submitted: 12/18/95
Acquisition Manager: Tom Powell
Acquisition Consultant: Jeff Polik

SITE OWNERSHIP

Landowner of Record: The Town of Farragut
Type of Ownership: fee simple
Landowner Street Address: 11408 Municipal Center Drive
City/State/Zip: Farragut, TN 37933-0190
Home Phone: none
Work/Fax Phone: (423) 966-7057
Contact person: Daniel C. Olson
Phone/Fax #:
Attorney Name/Firm: David Rodgers/Kramer, Rayson, Leake, Rodgers & Morgan
Mailing Address: P. O. Box 4459
City/State/Zip: Oak Ridge, TN 37931
Phone/Fax #: (423) 220-5134

SITE LOCATION

Parcel ID: CLT #130 00074
Street Address: 727 Fretz Road
City/State/Zip: Knoxville, TN 37922
County: Knox County
Fire District/Phone#: Rural Metro Sta. #11/911/(423) 595-4480
Police/Phone#: Knox County Sheriff/911/(423) 521-2444

232031G
12/18/95

confidential & proprietary

GROUND SITE

Written Description of Site (attach site sketch): 40' x 60' parcel located approximately 62 feet from the northern property line. The lease area contains one large tree.

Site Dimensions:	40' x 60'
Site Acreage:	0.055 acre
Size of larger tract:	12.32 acres
AMSL of Site:	1040'
Existing Use:	storage yard

EXISTING TOWER**N/A**

Written Description of Site (attach site sketch):

Type/Model #:	n/a
Height:	n/a
Ground Elevation:	n/a
Lessor's Name:	n/a
Lessor's Address:	n/a
Included As Built:	n/a
FAA Study #:	n/a
Latitude:	n/a
Longitude:	n/a
Other User's:	n/a

ROOFTOP**N/A**

Written Description of Site (attach site sketch):

Name of Building:	n/a
Height of Building:	n/a
Room Size(include Height):	n/a
Included As Built:	n/a
FAA Study:	n/a
Latitude:	n/a
Longitude:	n/a
Ground Elevation:	n/a
Other User's:	n/a

DESCRIBE PERMANENT ACCESS: SEE ATTACHED MAP

Existing Easement, owned by 3rd party: N/A

- purpose n/a
- width and length n/a
- location n/a
- can we use it? n/a
- needed improvements n/a

New Easement Required: N/A

- Included in Option/Lease and Drawings: n/a
- Special Access (4WD, etc.): n/a
- Needed Improvements (if any): n/a

DESCRIBE CONSTRUCTION ACCESS: SEE ATTACHED MAP

Width and Length: 20' x 100' ±

Easement Ownership: landlord

Access easement required: no

Easement Obtained? n/a

Needed Improvements (if any): grade & gravel unpaved portion of easement.

DESCRIBE UTILITY ACCESS: SEE ATTACHED MAP

Electric Company: Lenoir City Utility Board

Contact/Phone #: (423) 986-6591

Pedestal/Pole #: transformer - # 15012-10

Additional access required: no

Access obtained: n/a

Telephone Company: Concord Telephone Exchange

Contact/Phone #: (423) 671-2100

Pedestal/Pole #: pole # c-15-22-19

Additional access required? no

Access obtained: n/a

AGENDA NUMBER VII.C. MEETING DATE June 11, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bids for Contract 2016-01, Annual Road Maintenance

INTRODUCTION: The purpose of this agenda item is to consider bids and award our Annual Road Maintenance contract to the chosen contractor.

BACKGROUND: Each year we advertise for bid proposals for the maintenance of our streets. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received bids from two contractors on June 2, and I've attached a tabulation of the unit prices provided by PRI of East Tennessee, Inc. and J.G. Mullins Construction Company, Inc. Based upon the unit prices provided in their proposals, staff recommends award of this contract to PRI. The Town has worked with PRI in the past, and was pleased with their performance.

FINANCIAL SECTION:

Project:

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$65,000	\$65,000	\$0

Approved
By: 

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of proposal and award of Contract 2016-01 to PRI of East Tennessee, Inc.

BOARD ACTION:

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

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

BID TABS FOR 2016-01 ANNUAL ON-CALL ROAD MAINTENANCE

Item No.	Description	Unit	PRI	Mullins
			Unit Price	Unit Price
1.1	Minimum Charge-NORMAL Response Time (Only one (1) charge allowed per Work Order regardless of the number of locations on the Work Order. (See "NOTES" on bid form)	EA.	750.00	750.00
1.2	Minimum Charge-EMERGENCY Response Time (Only one (1) charge allowed per Work Order regardless of the number of locations on the Work Order. Response time less than 24-hours to complete work (See "NOTES" on bid form)	EA.	1250.00	1,000.00
SURFACE PATCH				
2.1	Surface Patch, 1.5" ACS (PG 64-22) Gr E Roadway (maximum 500 Sq. Ft.)	S.F.	5.75	6.50
2.2	Surface Patch, 1.5" ACS (PG 64-22) Gr E Roadway (minimum 500 Sq. Ft.)	S.F.	5.50	6.00
2.3	Surface Patch applied with a burn truck (maximum single patch of 500 Sq. Ft.)	S.F.	6.75	6.50
ARTERIAL ROADWAY				
3.1	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" BPMB-HM (PG-64-22) B-M2 (maximum 500 Sq. Ft.)	S.F.	8.25	9.50
3.2	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" BPMB-HM (PG-64-22) B-M2 (minimum 500 Sq. Ft.)	S.F.	7.50	8.50
3.3	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" (Two Lifts) BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 10", (Two Lifts) (maximum 500 Sq. Ft.)	S.F.	12.25	12.00
3.4	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" (Two Lifts) BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 10", (Two Lifts) (minimum 500 Sq. Ft.)	S.F.	10.25	11.00
COLLECTOR ROADWAY				
4.1	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2 (maximum 500 Sq. Ft.)	S.F.	7.25	9.00

4.2	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2 (minimum 500 Sq. Ft.)	S.F.	7.00	8.50
4.3	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (maximum 500 Sq. Ft.)	S.F.	10.25	11.50
4.4	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (minimum 500 Sq. Ft.)	S.F.	9.50	10.50

LOCAL ROADWAY

5.1	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2 (maximum 500 Sq. Ft.)	S.F.	7.25	8.50
5.2	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2 (minimum 500 Sq. Ft.)	S.F.	7.00	8.00
5.3	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (maximum 500 Sq. Ft.)	S.F.	10.25	11.50
5.4	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (minimum 500 Sq. Ft.)	S.F.	9.50	10.50

REMOVE & DISPOSE ROADWAY PAVEMENT

6.1	Remove/Dispose Existing Pavement for Arterial Roadway, 7" Depth (maximum 500 Sq. Ft.)	S.F.	7.00	8.00
6.2	Remove/Dispose Existing Pavement for Arterial Roadway, 7" Depth (minimum 500 Sq. Ft.)	S.F.	6.00	7.00
6.3	Remove/Dispose Existing Pavement for Collector/Local Roadway, 4.5" Depth (maximum 500 Sq. Ft.)	S.F.	6.50	7.50
6.4	Remove/Dispose Existing Pavement for Collector/Local Roadway, 4.5" Depth (minimum 500 Sq. Ft.)	S.F.	5.50	6.50

ASPHALT TRAILS

7.1	Asphalt Trail (New), 8' or 10' Width, Grading, 6" Mineral Aggregate Base, 2" ACS (PG 64-22) Gr E Shoulder, Backfill, Seed and Matting) (minimum 500 Sq. Ft.) (~206 lbs./SY of 2" Gr E Shoulder)	S.F.	15.00	17.00
7.2	Asphalt Trail (Full Depth Repair), Grading, 6" Mineral Aggregate Base, 2" ACS (PG 64-22) Gr E Shoulder, Backfill, Seed and Matting) (maximum 500 Sq. Ft.)	S.F.	17.00	18.50
7.3	Asphalt Trail (Full Depth Repair), Grading, 6" Mineral Aggregate Base, 2" ACS (PG 64-22) Gr E Shoulder, Backfill, Seed and Matting) (minimum 500 Sq. Ft.)	S.F.	15.50	17.00

7.4	Remove/Dispose Asphalt Trail Pavement, 2" Depth (maximum 500 Sq. Ft./approx. 5.8 Tons)	S.F.	5.00	6.50
7.5	Remove/Dispose Asphalt Trail Pavement, 2" Depth (minimum 500 Sq. Ft./approx. 5.8 Tons)	S.F.	4.50	6.00
7.6	Asphalt Trail (Resurfacing), 8' or 10' Width, 2" ACS (PG 64-22) Gr E Shoulder, (maximum 500 Sq. Ft.) (~206 lbs./SY of 2" ACS)	S.F.	5.50	7.00
7.7	Asphalt Trail (Resurfacing), 8' or 10' Width, 2" ACS (PG 64-22) Gr E Shoulder, (minimum 500 Sq. Ft.) (~206 lbs./SY of 2" ACS)	S.F.	4.00	6.50

MISCELLANEOUS ITEMS

10.1	Cold Mix Patch	S.F.	16.00	20.00
10.2	Saw Cut (Asphalt/Concrete) (Minimum \$300.00 Mullins)	L.F.	5.00	4.50
10.3	Grader	Hour	130.00	90.00
10.4	Backhoe	Hour	125.00	85.00
10.5	Roller (Bomag-120 AD or Equal)	Hour	110.00	70.00
10.6	Single-Axle Truck	Hour	75.00	70.00
10.7	Tri-Axle Truck	Hour	85.00	85.00
10.8	Bobcat(Including Attachment Needed)	Hour	90.00	95.00

AGENDA NUMBER VII.D.MEETING DATE June 11, 2015**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Bids for Contract 2016-02, Installation of Pavement Markings

INTRODUCTION: The purpose of this agenda item is to consider bids and award this contract for installation of pavement markings to the chosen contractor.

BACKGROUND: Each year we advertise for bid proposals for the installation of pavement markings for our streets. Proposals are obtained for the various line items we typically see during the given year, and we recommend award of this contract to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received bids from three contractors on June 2: Volunteer Highway Supply, Straight Line Striping and Highway Markings, Inc., and a tabulation of their proposed unit prices is attached. Staff recommends Volunteer Highway Supply's proposal, based upon lower unit prices for the items we typically use (particularly that of Item 3.1, 4" pavement marking).

FINANCIAL SECTION:**Project:**

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$40,000	\$40,000	\$0

**Approved
By:****RECOMMENDATION BY:** Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of bids and award of Contract 2016-02 to Volunteer Highway Supply Co., Inc.

BOARD ACTION:**MOTION BY:** _____ **SECONDED BY:** _____

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

BID TAB FOR 2016-02 ANNUAL ON-CALL PAVEMENT MARKINGS

TOF/TDOT Item No.	Description	Unit	Volunteer Highway Supply	Straight- Line Striping	Highway Markings, Inc.
			Unit Price	Unit Price	Unit Price
1.1	Painted Word Pavement Marking (ONLY)	EA	55.00	50.00	110.00
1.2	Painted Word Pavement Marking (SCHOOL)	EA	100.00	90.00	250.00
2.1	8" Raised Ceramic Markers/Refl.	EA	65.00	60.00	15.00
3.1	Durable Reflectorized Pavement Marking (4" Line) 3M All Weather Paint	L.F.	.25	.70	0.14
716-01.11	Raised Pavement Markers (Bi-Dir) (1 Color)	EA	8.00	8.00	7.50
716-01.12	Raised Pavement Markers (Mono-Dir) (1 Color)	EA	8.00	8.00	7.50
716-01.13	Raised Pavement Markers (Bi-Dir) (2 Color)	EA	8.00	8.00	7.50
716-01.23	Snow Plowable Reflective Marker (Dir) (2 Color)	EA	30.00	29.00	29.75
716-02.03	Plastic Pavement Marking (Crosswalk 2ft. Bar-2ft Gap-10' Len.)	L.F.	18.00	17.25	22.50
716-02.04	Plastic Pavement Marking (Channelization Striping)	S.Y.	18.00	1.85	21.75
716-02.05	Plastic Pavement Marking (Stop Line)	L.F.	9.00	9.50	11.50
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	EA	100.00	95.00	135.00
716-02.08	Plastic Pavement (8" Dotted Line)	L.F.	1.25	1.95	1.45
716-02.12	Plastic Pavement Marking (8" Barrier Line)	L.F.	1.10	1.05	1.25
716-03.01	Plastic Word Pavement Marking (ONLY)	EA	125.00	120.00	175.00
716-03.04	Plastic Word Pavement Marking (SCHOOL)	EA	325.00	315.00	350.00
716-03.05	Plastic Word Pavement Marking (Bike Lane)	EA	350.00	380.00	375.00
716-04.03	Plastic Pavement (4" Dotted Line)	L.F.	1.00	0.95	1.00
716-04.10	Plastic Pavement Marking Symbol (Handicap Symbol))	EA	175.00	170.00	125.00
716-04.11	Plastic Pavement Marking (Bicycle Symbol w/ Rider)	EA	300.00	295.00	110.00

716-04.12	Plastic Pavement Marking (Yield Line)	S.Y.	9.00	12.00	5.75
716-04.13	Plastic Pavement Marking (Bike Lane Symbol with Arrow)	EA	300.00	150.00	175.00
716-05.01	Painted Pavement Marking (4" Line)	L.M.	465.00	475.00	475.00
716-05.03	Painted Pavement Marking (4" Line) (Crosswalk and/or parking lot)	L.F.	1.00	0.85	.35
716-05.05	Painted Pavement Marking (Stop Line)	L.F.	5.00	5.50	4.50
716-05.06	Painted Pavement Marking (Turn Lane Arrow)	EA	45.00	45.00	57.50
716-05.08	Painted Pavement Marking (4" Parking Line)	L.F.	0.30	0.30	.35
716-05.50	Painted Pavement Marking (8" Line)	L.F.	0.60	1.80	.55
716-05.51	Painted Pavement Marking (12" Line)	L.F.	2.00	2.25	1.35
716-05.60	Retracing Pavement Markings - Painted (4" Line)	L.M.	400.00	400.00	450.00
716-05.61	Retracing Pavement Markings - Painted (8" Barrier Line)	L.F.	0.60	1.25	.55
716-05.62	Retracing Pavement Markings - Painted (6" Line)	L.M.	450.00	450.00	675.00
716-05.64	Retracing Pavement Markings - Painted (6" Dotted Line)	L.F.	0.20	1.00	.75
716-06.01	Painted Word Pavement Marking (Handicapped Symbol)	EA	100.00	50.00	95.00
716-08.01	Removal of Pavement Marking (Line)	L.F.	0.75	0.65	.65
716-08.11	Removal of Word Pavement Marking	EA	50.00	80.00	250.00
716-08.12	Removal of Word Pavement Marking (Handicapped Symbol)	EA	75.00	75.00	75.00

AGENDA NUMBER VII.E. MEETING DATE June 11, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bids for Contract 2016-03, Annual Guardrail Maintenance

INTRODUCTION: The purpose of this agenda item is to consider bids and award our Annual Guardrail Maintenance contract to the chosen contractor.

BACKGROUND: Each year we advertise for bid proposals for maintenance of guardrail. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received bids from two contractors on June 2 (Tennessee Guardrail, Inc. and Highway Markings, Inc.), and I've attached a tabulation of their unit prices. Based upon the unit prices shown, as well as our excellent working relationship in the past, staff recommends award of Contract 2016-03 to Tennessee Guardrail, Inc.

FINANCIAL SECTION:

Project:

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$15,000	\$15,000	\$0

Approved
By: 

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval

PROPOSED MOTION: Approval of bids and award of Contract 2016-03 to Tennessee Guardrail, Inc.

BOARD ACTION:

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

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

BID TAB FOR 2016-03 ANNUAL ON-CALL GUARDRAIL MAINTENANCE

TOF/TDOT Item No.	Description	Unit	TN Guardrail	Highway Markings
			Unit Price	Unit Price
705-01.01	Guardrail at Bridge Ends	LF	30.00	72.50
705-01.03	Guardrail at Bridge Ends, Rub-Rail Long Post	LF	35.00	97.50
705-01.04	Metal Beam Guard Fence	LF	40.00	62.50
705-01.50	Shop Curved Guardrail at Bridge Ends	LF	45.00	85.50
705-02.01	Single Guardrail with Rub-Rail (Type 2)	LF	24.00	23.75
705-02.02	Single Guardrail (Type 2)	LF	20.00	18.50
705-02.20	Single Guardrail (Type 2) Long Post (6'-9')	LF	23.00	25.50
705-02.25	Single Guardrail (Type 2) Long Post (9'-12')	LF	26.00	29.50
705-04.02	Guardrail Terminal (Type 12)	EA	750.00	650.00
705-04.03	Guardrail Terminal (Type 13)	EA	475.00	625.00
705-04.04	Guardrail Terminal (Type 21)	EA	1800.00	1875.00
705-04.05	Guardrail Terminal (Type-in-Line)	EA	500.00	675.00
705-04.07	Tan Energy Absorbing Terminal (NCHRP 350, TL3)	EA	2500.00	2375.00
705-04.08	Flared Energy Absorbing Terminal (NCHRP 350, TL3)	EA	2200.00	2550.00
705-04.10	Earth Pad for Guardrail End Treatment	EA	1200.00	1275.00
706.03.01	Posts Furnished	EA	100.00	50.00
706.06.06	Radius Rail on Long Post (9-12 Ft)	LF	39.00	37.50
706.10.26	Rounded End Element	EA	50.00	57.50
706-02.21	Reset Single Guardrail (Type 2)	LF	3.00	7.25
706-06.03	Radius Rail	LF	30.00	12.50
706-06.05	Radius Rail on Long Post (6-9 Ft)	LF	34.50	31.75
706-10.53	Lane Closure	EA	500.00	275.00
706-10.73	Removal of Guardrail & Post for Reuse	LF	3.00	4.50
706-10.80	Michigan and Modified Michigan End Shoe	EA	50.00	65.00
717-01.03	Mobilization (Per Call-Out) (Town of Farragut)	EA	500.00	300.00

AGENDA NUMBER VII. F. MEETING DATE June 11, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

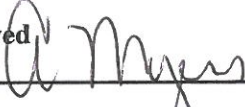
PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bids for Contract 2016-04, Annual Signal Maintenance Contract

INTRODUCTION: The purpose of this agenda item is to consider bids and award our Annual Signal Maintenance contract to the chosen contractor.

BACKGROUND: Each year we advertise for bid proposals for maintenance of our traffic signals. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received bids from two contractors on June 2, (Progression Electric, LLC, and Stansell Electric Company, Inc.), and I've attached a tabulation of their unit prices. Based upon this tabulation, as well as our excellent working relationship in the past, staff recommends award of Contract 2016-04 to Progression Electric, LLC.

FINANCIAL SECTION:

Project:		
<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$45,000	\$45,000	\$0
Approved By: 		

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of bids and award of Contract 2016-04 to Progression Electric, LLC.

BOARD ACTION:

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

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

BID TAB FOR 2016-04 ANNUAL ON-CALL SIGNAL MAINTENANCE

				Progression Electric		Stansell Electric Company	
DESCRIPTION		Qty.	Unit	Unit Price (\$)	Total (\$)	Unit Price (\$)	Total (\$)
SCHEDULED PREVENTIVE MAINTENANCE		Service provides one (1) man and one (1) pickup truck					
SCHEDULED PREVENTIVE MAINTENANCE (semi-annual) per signal intersection		25	EA	225.00	5,625.00	285.00	7,125.00
SCHEDULED PREVENTIVE MAINTENANCE (annual) per signal intersection		25	EA	275.00	6,875.00	600.00	15,000.00
TOTAL \$					12,500.00	TOTAL\$	22,125.00
NON-SCHEDULED (ON-CALL) MAINTENANCE		Service provides one (1) man and one (1) pickup truck					
EMERGENCY Service – (2 Hour Response Time)			HR	155.00		150.00	
SAME-DAY Service – (8 Hour Response Time)			HR	130.00		95.00	
AFTER-HOURS Service – (8 Hour Response Time)			HR	155.00		120.00	
REGULAR Service			HR	130.00		83.00	
SERVICE TRUCK (HYDRAULIC BUCKET)			HR	50.00		150.00	
15 TON CRANE (4 hour minimum per service call.)			HR	125.00		175.00	
MISCELLANEOUS ITEMS (Labor Only)							
LABORER			HR	40.00		40.00	
TECHNICIAN, IMSA Level I			HR	75.00		85.00	
TECHNICIAN, IMSA Level II			HR	75.00		85.00	
TECHNICIAN, IMSA Level III			HR	75.00		85.00	
LICENSED ELECTRICIAN			HR	70.00		85.00	
REPAIR MASTER CONTROLLER			HR	75.00		85.00	
REPAIR CONTROLLER			HR	75.00		85.00	
MISCELLANEOUS ITEMS							
PROVIDE TEMPORARY CONTROLLER			EA	250.00	1	1150.00	
PROVIDE TEMPORARY CONFLICT MONITOR			EA	250.00	1	1150.00	
REPLACE PEDESTRIAN PUSH BUTTON SIGNING			EA	275.00	1	380.00	
REPLACE PEDESTRIAN MODULE KITS FOR COUNTDOWN			EA	475.00	1	811.00	
REPLACE EXISTING LOOP DETECTOR, INCLUDES SAW CUT PAVEMENT & LEAD-IN			LF	7.00	150	7.50	
REPLACE INDIVIDUAL DETECTORS IN CABINET			EA	450.00	1	790.00	

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Contract 2016-06, Municipal Code Recodification Services

INTRODUCTION: Seven years ago the Town of Farragut converted the Farragut Municipal Code to an online, searchable format with Municipal Code Corporation (Municode). Since that time, Municode has provided excellent service and well as software enhancements that benefit the end user. Farragut's code has not been recodified in approximately fifteen years.

DISCUSSION: A request for proposal (RFP) was issued and proposals were received for recodification services on May 29, 2015. Municode and American Legal submitted proposals. The RFP requested the proposal be based on a code of approximately 760 pages. Municode's base price is \$11,950 and American Legal's base price is \$9,350. American Legal based the pricing on 550 pages instead of the 760 pages. When the additional pages are calculated for American Legal, the difference between the two companies is approximately \$1,100. The final cost of the project will likely differ depending on the actual number of pages after the recodification. Both companies include variable cost for the number of pages increased or decreased. The recodification service is in the FY2015 budget in the amount of \$17,000.

The companies are comparable in services and years of experience, although Municode has more experience in Tennessee than American Legal.

The staff recommends Municode to provide recodification services as well as hosting the Farragut Municipal Code online. The online services will include the MyMunicode package, \$1,295 per year, which includes the online code as well as features such as OrdBank, CodeBank, CodeBank Compare and MuniPRO. OrdBank post newly adopted legislation online and creates a one click access to every ordinance via linked history notes. CodeBank serves as an online archival platform for previous supplements of the Town's code. CodeBank Compare provides the ability to select a past version of the code and compare it to other versions of the online code. The package also includes a custom banner to provide the look and feel of the Town's main website.

RECOMMENDATION BY: Town Recorder/Treasurer Allison Myers for approval

PROPOSED MOTION: To award Contract 2016-06, Municipal Code Recodification Services, to Municode in the amount, not to exceed the budgeted \$17,000, and to incorporate the MyMunicode bundle for online hosting of the code for \$1,295 annually.

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	_____	_____	_____	_____	_____

Proposal For

Codification Services, Publication and Supplement Services for the Town of Farragut's Municipal Code



May 27, 2015

Valid for 90 days

Due Date: May 29, 2015 By: 10:00 A.M.

Steffanie Rasmussen

Assistant Vice President of Sales

800.262.2633 ex 1148

Email: steff@municode.com



QUOTATION SHEET
TOWN OF FARRAGUT
RECODIFICATION OF MUNICIPAL CODE

The Publisher proposes to recodify the Municipal Code at the following price:

- I. Base Cost (Includes) \$ 11,950
 - A. Number of Copies (10)
 - B. Post Binders for each Code book
 - C. Legal analysis, as described in the scope of services
 - D. Special Features: List separately
 - E. Estimated number of pages
8 1/2" x 11" Format
Single Column-760 pages

- II. Variable Cost
 - A. Per Page (Above/Below) 760-page estimate 8 1/2" x 11" Format
 - i. Single Column \$ +17/-14⁴
 - ii. Double Column \$ +20/-18⁵

 - B. Freight/Shipping \$ actual freight

- III. Time to Completion
 - A. Number of months until legal manuscript 6 months
 - B. Number of months until Completed Code (after return of manuscript) 4 - 6 months

- IV. Optional Services
 - A. Cost of copies of Code on disk \$ see page 15
 - B. Providing model ordinances when requested \$ no charge
 - C. Host code on vendors website (annually) \$ 550⁶
 - D. Updating online code
 - i. When ordinance is adopted, submitted to vendor \$ 35 each ord. or \$335 flat fee per year⁷
 - ii. Quarterly \$ included in the per page rate
 - iii. Annually \$ included in the per page rate

⁴ Rebate pages not to exceed 100 single column pages.

⁵ Rebate pages not to exceed 80 double column pages.

⁶ See page 16 for additional options.

⁷ This cost is for our OrdBank Service. Please see page 28 for a description.

Recodification Quotation Sheet with Detail

Recodification Base Cost, includes

\$11,950

- 11 760 single column pages
- 11 Receipt, review and organization of materials
 - 11 Includes Charter, Code of Ordinances, Zoning and Subdivision
- 11 Legal Analysis & Research by a full-time Municode attorney
 - 11 Preparation of legal memorandum by a Municode attorney
- 11 Conference with attorney (make selections below)
- 11 Implementation of approved Legal findings
 - 11 Updating State Law References
 - 11 Editorial preparation and proofreading
 - 11 Page formatting (make selections below)
 - 11 Indexing
 - 11 Creation of tables⁸
 - 11 Graphics⁹ & tabular¹⁰ matter
- 11 Final proofreading and corrections
- 11 Quality control review and printing
 - 11 10 copies, to include 3-Post stamped binders and tabs
- 11 Adopting Ordinance prepared by a Municode attorney

Conference Selection:

- ☐ On-site conference, each **\$1,000**
- ☐ Teleconference or web-based conference, 5 hour session **No Charge¹¹**

Format Elections *(Please check or circle desired elections below)*

Font: **New Century Schoolbook**
will be used as the font unless otherwise indicated.

Other choices include:

Helvetica, Times New Roman, Avant-Garde Demi, Courier, Palatino, Helvetica Narrow, Century Gothic, Gill Sans and Arial MT

- | | | | |
|-------------------------------|--|--|---|
| Font Size: | ☐ 10 point | ☐ 11 point <i>recommended</i> | ☐ 12 Point |
| Page Format | ☐ Double Column | ☐ Single Column | |
| Binder Color: | ☐ Semi-Bright Black | ☐ Dark Blue | ☐ Hunter Green ☐ Burgundy |
| Binder Stamping Color: | ☐ Gold | ☐ Silver | ☐ White |

Items Not Included In Base Cost

- | | |
|--|--------------------------|
| 11 Post your code on MunicodeNEXT ¹² | |
| 11 Pages over 760 10 point font single column pages, per page | \$17 |
| 11 Pages over 532 10 point double column pages, per page | \$20 |
| 11 Rebate pages under 760 10 point single column pages, per page | \$14¹³ |
| 11 Rebate pages under 532 10 point double column pages, per page | \$18¹⁴ |
| 11 Freight | Actual |
| 11 State Sales Tax | If applicable |

⁸ The following Tables will be created and are included in the Base Cost: Supplement History Table, Code Comparative Table, State Law Reference Table and Ordinance History Table. An additional hourly charge applies for the creation, modification, addition or updating of any table other than those enumerated in this footnote.

⁹ Includes printing of all copies. Additional fees will apply if graphics are printed in color.

¹⁰ Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹¹ For the initial 5-hour session. \$75 per hour thereafter.

¹² Make Selections on Page 16.

¹³ Not to exceed 100 pages.

¹⁴ Not to exceed 80 pages.

Online Services Quotation Sheet

Elections below will be implemented upon adoption of your new Code.

Please check the appropriate box (es) to indicate your selection:

Value pricing:

☐ MyMunicode²¹ includes the following:

\$1,195 annually²²
\$1,780 value

- ☐ Online Code = MunicodeNEXT
- ☐ OrdBank (OrdLink can be added for an additional \$100 per year)
- ☐ CodeBank
- ☐ CodeBank Compare
- ☐ eNotify
- ☐ MuniPRO
- ☐ Custom Banner

A la carte pricing:

In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

Existing Order - Online Code = MunicodeNEXT, (annually)

\$550

Existing Order - CodeBank (annually)

\$150

Existing Order - NOW Ordinances + OrdBank (average 15 ordinances per year).

The Town can elect a "per ordinance" fee or annual fee for this service.

☐ **\$35 each²³ (current rate)**

☐ **\$335 annually**

Total

\$1,075

☐ **CodeBank Compare + eNotify²⁴ (annually)**

\$175 (\$250 value)

☐ **MuniPRO Service (annually)**

\$295 (\$495 value)

☐ **Custom Banner**

no charge

☐ **MuniDocs**

Quote available upon request

ORDINANCES PENDING CODIFICATION

Upgrade to OrdBank + OrdLink

☐ Per ordinance fee (15 ordinances per year x \$60 = \$900)

\$60

☐ Flat annual fee (recommended if MyMunicode is not selected)

\$435 (\$900 value)

Municode does not charge a per page rate to update the internet – this is all included in the supplement per page rate.

²¹ Municode does not charge a per page rate for updating the internet – this is included in the supplement per page rate.

²² Total value if each item were to be purchased a la carte would be approximately \$1,505 per year.

²³ Currently, the Town is enrolled in the OrdBank service at no charge. Starting January 1, 2016 the cost will be \$10 per ordinance for a total of \$35 to include the NOW service. The NOW or OrdLink services are required in order to receive the OrdBank service.

²⁴ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

Codification Proposal

**Code of Ordinances
Farragut, Tennessee**



**American Legal Publishing Corporation
432 Walnut St. Cincinnati, Ohio 45202**

**Richard C. Frommeyer
1-800-445-5588**

QUOTATION SHEET
TOWN OF FARRAGUT
RECODIFICATION OF MUNICIPAL CODE

American Legal Publishing proposes to recodify the ordinances for Farragut, Tennessee, at the following price:

I. Base Cost \$9,350.00

**The actual page count may vary from the estimate or you might add new ordinances during the codification process. If the page estimate is high, the cost will be lower than the initial base cost, and vice-versa.*

Includes

a. Number of Copies of Farragut's Code (includes post binders and divider tabs) 10
Colors will be provided at a later date

b. Legal Analysis
i. Research Internal Consistency
ii. Research State Law Consistency
iii. Legal and Editorial Research and Report

c. Special Features
i. Tables of Special Ordinances
ii. Parallel References
iii. Comprehensive Index
iv. Tabular Matter (Tables, Charts, Graphs)
v. Code on CD-ROM (WordPerfect, MS Word compatible)

d. Estimated Number Of Pages
8½" x 11" Format
i. Single column (12 point type) 550 pages
ii. Dual column (11 point type) 450 pages

II. Variable Cost

a. Per Page Increase/Decrease Rate
8½" x 11" Format
i. Single Column \$18.00
ii. Dual Column \$21.00
iii. Will not exceed an additional cost of \$1,500.00 even if code goes over 630 total pages.

b. Shipping & Handling \$100.00

III. Time to Completion

Number of Months Until Manuscript 3-6 months
Number of Months Until Completed Code (after return of manuscript) 1-3 months
Supplements can be completed instantly, monthly, quarterly, semiannual at no additional charge

IV. Optional Services that may be ordered:

- a. Additional Copies of Code
 - i. Cost per Extra Code with Binder \$95.00
 - ii. Cost per Extra Code without Binder \$75.00
- b. Supplement Service (includes the online changes)
8½" x 11" Format
 - i. Single-column \$19.00/per reprinted page
 - ii. Dual-column \$22.00/per reprinted page
 - iii. Tables, charts, graphs, etc. \$10.00 per page
- c. Subscription Service We offer a way for citizens and others to purchase codes from ALP directly
- d. Pamphlets (With cardstock cover)
Per Impression (Printed Page)
 - i. 1-50 copies 7.5 ¢
 - ii. 51-99 copies 7.0 ¢
 - iii. 100 copies or greater 6.5 ¢
 - iv. Pamphlet Binders \$11.50 each
- e. Folio VIEWS Search and Retrieval Software
Documents in Folio:
 - i. Code of Ordinances (includes one license) \$500.00
 - ii. Future Supplements of Folio Code (cost is included in the editing charge for printed pages):
Chose One: • Annual update • Six month updates • Quarterly updates • Monthly updates
(assumes Folio update is in conjunction with update to printed supplement)
 - iii. Phone Support No Extra Charge
Optional Services:
 - i. On-Site Installation & Training (not necessary) \$695.00/day + travel
 - ii. Additional read-only licenses (one time fee) \$50 each
 - iii. Additional CD's \$60 each
- f. Code on the Internet (after conversion into Folio) \$250.00 per year, first year free
- g. Access and Search other codes on American Legal Publishing's Website No charge

V. Terms (can be budgeted over two fiscal years)

- i. Forty Percent (40%) due upon acceptance of this agreement.
- ii. Forty Percent (40%) within 30 days of receiving the manuscript.
- iii. Balance 30 days after receiving and reviewing legal report and delivery of the completed code.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2015-03, FY2016 Fee Schedule

INTRODUCTION:

Each fiscal year the Board of Mayor and Aldermen establish a general fee schedule for necessary fees for all Town services, including but not limited to application, filing, license and permit fees.

DISCUSSION:

Attached is the proposed schedule of fees. Changes to the current fee schedule are in red/highlighted and descriptions of the changes are below:

Community Development

- Addition of a fee for re-inspections after 2 failures, page 3.
- Increase in the re-submittal plans review fee from \$100 to \$250, page 4.
- Addition of a \$300 fee for a Comprehensive Land Use Plan Amendment, page 4.

Parks & Leisure Services

- Addition of a For Profit/tournament usage fee for the grass (\$300 per day) and synthetic turf fields (\$600 per day), page 6.

RECOMMENDATION BY: Town Recorder/Treasurer Allison Myers for approval

PROPOSED MOTION: To approve Resolution R-2015-03, FY2016 Fee Schedule

BOARD ACTION:

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

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



TOWN OF FARRAGUT

RESOLUTION R-2015-03

WHEREAS, the Board of Mayor and Aldermen desires to establish a general fee schedule for Fiscal Year 2016, setting the necessary fees for all Town services and collection of Town accounts and expenditures, including but not limited to application, filing, license and permit fees; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen to consolidate all fees and adopt them by resolution;

NOW, THEREFORE BE IT RESOLVED by the Town of Farragut Board of Mayor and Aldermen, that all fees are hereby adopted as listed on the attached schedule.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 11th day of June 2015.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

<u>FY2016 Fee Schedule</u>		
		<u>Approved Fee</u>
<u>Administration</u>		
Beer Permit		\$250
Beer Permit Privilege Tax		\$100
Retail Liquor Store Application		\$300
Liquor Privilege Tax		
	Private Club	\$300
	Hotel & Motel	\$1,000
	<u>Restaurants, according to seating</u>	
	75-125 seats	\$600
	126-175 seats	\$750
	176-225 seats	\$800
	226-275 seats	\$900
	276 seats & over	\$1,000
Wine Privilege Tax	20% of fee of Liquor privilege tax, based on seating capacity	20%
<u>Engineering</u>		
Drainage Fee		
	Commercial/Office Development	\$0.02 per square foot of impervious surface
	Residential Development	\$30 per subdivision lot

<u>Community Development</u>		<u>Approved Fee</u>
	Illegal Parking (in fire lanes)	\$25
	Special Events Permit	\$25
	Zoning Letter	\$25
	Trailblazer Signs	\$250
	Licensing Fee	\$100
	Grand Opening security deposit	\$300
	Grand Opening Permit	\$25
	Celebratory Events Permit	\$25
Building Permits	The permit fees are per the "Building Validation Data", which is provided by the International Code Council and the total valuation as follows:	
	Total Valuation:	
	\$1,000 and less	No fee, unless inspection required, in which case a \$25 fee for each inspection shall be charged
	\$1,001 to \$50,000	\$25.00 for the first \$1,000, plus \$6.50 for each additional thousand or fraction thereof, to and including \$50,000.
	\$50,001 to \$100,000	\$340 for the first \$50,000, plus \$5.25 for each additional thousand or fraction thereof, to and including \$100,000.
	\$100,001 to \$500,000	\$600 for the first \$100,000, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.
	\$500,001 and up	\$2,260 for the first \$500,000, plus \$2.60 for each additional thousand or fraction thereof.
Plumbing Permit		\$25, plus \$5.00 for each fixture
Gas Permit		\$25 for first tap, plus \$5.00 for each additional tap

<u>Community Dev Continued</u>		<u>Approved Fee</u>
Mechanical Permit		\$25 for first \$1,000, per total value of installation, plus \$5.00 for each additional thousand or fraction thereof.
	Boilers (any occupancy)	\$10.00 plus
	33,000 Btu (IBHp) to 165,000 (5BHp)	\$5.00
	165,001 Btu (5BHp) to 333,000 (BHp)	\$10.00
	333,001 (10BHp) to 1,165,000 (52BHp)	\$15.00
	1,165,001 (52BHp) to 3,300,000 (98BHp)	\$25.00
	over 3,300,000	\$35.00
Swimming Pool Permit		
	Public Pool	Per total value of construction as per building permit
	Private pool (one & two family)	Per total value of construction
	Pool fillings system, including backflow prevention	\$1.50 ea
	Gas piping system (separate gas permit)	See Gas Permit
	Backwash receptor	\$1.50 ea
Demolition Permit (for demolition of any building or structure)		
	0-100,000 cu. Ft.	\$100
	100,001 cu. Ft. and over	\$1.00/1,000 cu. Ft.
Moving Permit (for moving any building or structure)		\$100, plus any applicable bonds
Re-Inspection Fee		\$50 for 1st re-inspection and \$100 for 2nd re-inspection and \$200 for re-inspections of the same failure beyond the 2nd re-inspection.

Community Dev Continued		Approved Fee
Plan Review Fee		Fee is one half of the calculated Building Permit Fee, which is to be paid at the time of plan submittal. One and two family dwellings are exempt. This fee includes an initial submittal and one correction submittal. All additional submittals will require a \$250 re-submittal fee.
Re-submittal Plans Review Fee		Re-submittal fees are a minimum of \$250 or one half of the calculated building permit fee based on the difference between the original building value and the revised building value, whichever is greater.
Fire Prevention Fee		
	Fire Sprinkler System Permit	\$0.02 per sq. ft. or \$100 (whichever is greater)
	Fire Alarm System Permit	\$0.02 per sq. ft. or \$100 (whichever is greater)
	All other permits	\$50.00
Subdivision Fees		
	Concept Plan	\$100
	Preliminary Plat	\$100 plus \$25/lot
	Final Plat	\$100 plus \$25/lot
Site Plan Fees		\$100
Landscape Plan Fees		\$50
Zoning Ordinance & Subdivision Regulations Text Amendment Fees	Amend written text	\$250
Zoning Map Amendment Fees	Amend map	\$300
Comprehensive Land Use Plan Amendment	Amend text or map	\$300
Municipal Code Text Amendment Fee		\$250

<u>Community Dev Continued</u>		<u>Approved Fee</u>
Sign Fees	Application to erect a sign.	\$100
	Replacement or installation of a sign erected prior to obtaining approval by the Town	\$200
Home Occupation Fee		\$50
Administrative Relief, Variance, and Special Exception		\$100
Everett Road Corridor Fee		Ordinance 14-19

<u>Parks & Leisure Services</u>		<u>Approved Fee</u>
<u>Facility</u>		
Community Room Rental		\$20 per hour; \$30 with kitchen
Picnic/Pavilions Rental	Essex (AP); Burnside (CSP)	\$25 half day/ \$40 full day
	Hartford & Saratoga (AP); Longstreet (CSP)	\$45 half day/\$80 full day
	McFee Small	\$60 half day/\$100 full day
	McFee Large	\$70 half day/\$120 full day
Athletic	Fields (Diamond & Rectangular)	\$15 per hour
	Fields (Artificial Turf)	\$30 per hour
	Softball Fees	\$325 per team
	Competitive, Recreational & Intermediate Volleyball Fees	\$165 per team
	Open Volleyball Fees	\$50 per team
	Kickball Fees	\$50 per team
Field Closed Non Compliant Fee**		\$100 per event
For-Profit/Park Usage Fee	Professional Photographers, For profit classes, Trainers, Etc.	\$25 per hour
For-Profit/Tournament Usage Fee	Grass Field	\$300 per day
	Synthetic Turf Field	\$600 per day
Special Event Park Use Fee - Campbell Station Park Only		\$200 per 4 hours; \$50 per hour for each additional hour